

PROCEEDINGS OF THE DAY
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Day and Date	Friday and 17.05.2024
Complaint No.	CR/5047/2023 Case titled as Deepak Narula and Sujata Narula VS Vatika Limited
Complainant	Deepak Narula and Sujata Narula
Represented through	Ms. Surbhi Singh Advocate
Respondent	Vatika Limited
Respondent Represented through	Shri Rahul Singh, Advocate
Last date of hearing	16.02.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been filed on 02.11.2023 and the reply has been filed by the respondent on 16.02.2024.

Succinct facts of the case as per complaint and annexures are as under:

S.no.	Particulars	Details
1.	Name of the project	Vatika Inxt City Center at Sector 83, Gurugram, Haryana
2.	Nature of the project	Commercial colony
4.	DTCP license no.	122 of 2008 dated 14.06.2008 valid up to 13.06.2016
5.	Name of licensee	M/s Trishul Industries Pvt. Ltd.
6.	RERA Registered/ not registered	Not Registered *Since the project is not registered the registration branch may take the necessary



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New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		action under the provisions of the Act, 2016
7.	Date of builder buyer agreement	16.04.2012 [pg. 22 of complaint]
8.	Unit no.	2 nd floor block e, 500 sq. ft. (page 24 of complaint)
9.	Possession clause	<u>10. The developer contemplates to complete the construction of the said commercial unit within 48 months of the execution of the agreement.</u>
10.	Due date of possession	16.04.2016
11.	Sale Consideration	₹ 20,00,000/- [as per agreement on pg. 24 of complaint]
12.	Paid up amount as per BBA	₹ 20,00,000/- [pg.24 of complaint]
13.	Completion of construction	26.03.2018 (page 62 of reply)
14.	Offer of possession	Not offered
15.	Occupation certificate	Not obtained
16.	assured return paid till	September 2018 "as per clause 12 of the agreement return is to be paid from the date of execution of agreement till completion of construction of the said building"
17.	Assured return paid	₹ 25,45,484/- (as per page 44 of reply)

The counsel for the complainants states that respondent had to pay assured return till the completion of project and further 3 years after that and the assured return was paid upto September 2018 and suddenly it was stopped from October 2018.



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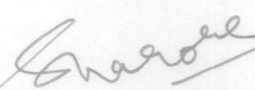
The counsel for the respondent states that the respondent had sent a communication to the complainant apprising them that due to the implications and amendments in the Act, they have suspended paying assured return, further a communication was sent on 30.11.2018 which is at page 50 of the reply that the respondent shall not be able to further pay assured return. Further a communication was sent in December, 2018 which is at page 53 of the reply regarding the discontinuation of assured return. However the counsel for the complainant states that they had sent a legal notice on 28.08.2019 which is C2 at page 44 regarding demanding assured committed return.

Arguments heard.

Order reserved.

Both the counsels for the parties are directed to file written submissions within 15 days with an advance copy to each other.

Matter to come up on 19.07.2024 for pronouncement of order


Sanjeev Kumar Arora
Member
17.05.2024