

New PWD Rest House, Civil Lines, Gurugram, Haryana

22

PROCEEDINGS OF THE DAY

Day and Date	Friday and 02.12.2022
Complaint No.	CR/5131/2021 Case titled as Tanuja Vardhan Krishnatray V/s Vatika One on One Private Limited & Ors.
Complainant	Tanuja Vardhan Krishnatray
Represented through	Shri Vivek Singh Bishnoi Advocate
Respondent	1. Vatika One on One Private Limited 2. Vatika Limited
Respondent Represented	Ms. Ankur Berry Advocate
Last date of hearing	02.09.2022
Proceeding Recorded by	Naresh Kumari

Proceedings

The present complaint has been received on 29.12.2021 and the reply was received on 15.02.2022.

Succinct facts of the case are as under:

S.N.	Particulars	Details
1.	Name of the project	One on One Phase- 1, Sector- 16, Village Silokhera, Gurugram
2.	Application dated	29.01.2014 (As alleged by the complainant on page no. 20 of the complaint)
3.	Allotment dated	31.05.2016 (As alleged by the complainant on page no. 20 of the complaint)



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम | 2021

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

4.	Unit no.	Unit no.- 436 on 4 th floor of block 3 (As per annexure P-5, BBA on page no. 62 of the complaint)
5.	Super area	500 sq. ft. (As per annexure P-5, BBA on page no. 62 of the complaint)
6.	Date of builder buyer agreement	31.05.2016 (As per annexure P-5 on page no. 61 of the complaint)
7.	Possession clause	Clause 17 of buyer's agreement The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building/ said Commercial Unit within a period of 48 (Forty Eight) months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in this agreement or due to failure of Buyer(s) to pay in time the price of the said Commercial Unit along with all other charges and dues in accordance with the Schedule of Payments. Subject to the provisions of Leasing Arrangement option, the Developer, on completion of construction shall offer in writing to such Buyer to take over the physical possession of his commercial unit for his occupation and use in terms of this Agreement within sixty (60) days of issue of the notice as aforesaid, subject to such buyer having complied with all the terms and conditions of this Agreement



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		including payment of the Sale Price and other charges such as EDC, IDC, IFMSD, etc. as per demands raised by the Developer or as agreed in this agreement.....
8.	Due date of possession	31.05.2020 (Calculated from date of agreement i.e. 31.05.2016)
9.	Total sale consideration	Rs. 42,77,955/- (As alleged by the complainant on page no. 20 of complaint)
10.	Paid up amount	Rs. 42,77,955/- (As per clause 2(b)(i) of BBA at page 63 of complaint)
11.	Assured return clause	As per clause 15 of buyer's agreement <i>The Developer may, where the buyer has paid 100% of the total sale consideration and other charges for the Commercial Unit, upon signing of this, Agreement pay Rs. 151.65/- (Rupees one hundred and fifty and sixty five paise only) per sq. ft. it super area per month by way of assured return to the Buyer, of certain category(ies) of commercial Unit as per its policy, from the date of execution of this agreement till the construction of the Said Commercial Unit is complete. Such Policy of the Developer may change from time to time where the Developer may withdraw the assured return scheme.</i>
12..	Lease agreement clause	As per clause 16 of buyer's agreement <i>At the request of the Buyer as aforesaid, the Developer agrees to put the Said Unit, individually or in combination with other adjoining units, on lease, for and on behalf of the Buyer, as and when the said unit is ready and fit for occupation. The Buyer has clearly understood the general risk is involved in giving any premises</i>



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21/03/2021

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		on lease to third parties and has undertaken to bear the sold de exclusively without any liability whatsoever on the part of the Developer, it is further agreed that The developer will pay to the buyer Rs. 130/- per sq. it. super area of the said unit per month as committed return for up to three years from the date of completion of construction of the said Building or the said Unit is put on Lease, whichever is earlier. The Buyer will start receiving lease rental in respect of the said Unit in accordance with the lease document as may be executed and as described hereinafter from the date of commencement of lease rental. If there is a provision in the lease document for any rent-free period on account of fit out by the lessee or any other account, then the Buyer shall not be entitled for any rent during the
13.	Calculation of assured return	Till construction of said unit is complete. (Since the builder-promoter has applied for obtaining occupation certificate on 12.08.2021 & 01.09.2021, it shall be presumed that by that time the construction of the tower must be completed) Assured return from date of execution of BBA i.e. 31.05.2016 till completion of construction i.e. 01.09.2021 Rs. 72,825 per month * 64 months = Rs. 46,60,800/- (Assured return already paid= Rs.6,82,425/-)
14.	Application for OC	12.08.2021 & 01.09.2021
15.	Occupation certificate	06.09.2021 (As per annexure R-3 on page no. 35 of reply)



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16.	Offer of possession	Not offered
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Arguments heard.

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

Order reserved.

Matter stands disposed off. Detailed order will follow. File be consigned to the registry.


Sanjeev Kumar Afora
Member


Vijay Kumar Goyal
Member
02.12.2022