

PROCEEDINGS OF THE DAY
59

Day and Date	Tuesday and 20.05.2025
Complaint No.	CR/5448/2023 Case titled as Dhiren Bammi VS Vatika One On One Private Limited & Vatika Limited
Complainant	Dhiren Bammi
Represented through	None
Respondent	Vatika One On One Private Limited & Vatika Limited
Respondent Represented	Ms. Ankur Berry Advocate
Last date of hearing	01.04.2025
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been received on 11.12.2023 and the combined reply on behalf of respondents was received on 02.04.2024.

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

S. No.	Particulars	Details
1.	Name of the project	"One On One" Phase 1, sector -16, village-Silokhera, Gurugram
2.	Nature of the project	Commercial colony
3.	Area of project	42452.291 sq. mtr.
4.	RERA Registered/ not registered	Registered vide registration no. 237 of 2017 dated 20.09.2017, Valid till 19.09.2022 [as per Registration certificate at Pg.24 of complaint]

CR/5448/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. ई. विधाम गृह, सिविल लाईन्स, गुरुग्राम, हरियाणा

	License no. and validity	05 of 2015 dated 06.08.2015
5.	Unit no.	436, 4 th floor, block-2 [Page 33 of complaint]
	Unit area admeasuring	500 sq. ft. (super area) [Page 33 of complaint]
6.	Date of allotment	29.08.2016 [Page 27 of complaint]
7.	Date of buyer's agreement	30.08.2016 [Page 31 of complaint]
8.	Date of start of construction	Not available
9.	Assured return Clause	15. ASSURED RETURN IN FULL DOWN PAYMENT CASES <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 fifty one and sixty five paise only) per sq. ft. 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.</i> [Page 47 of complaint]
10.	Leasing Arrangement clause	16. LEASING ARRANGEMENT (OPTIONAL) 16.1. <i>The Developer will pay to the Buyer Rs.130/- (Rupees One hundred and thirty only) per sq. ft. super area of the said unit per month as committed return upto three years from the date of completion of construction of the said Building or the said Unit is put on Lease, which ever is earlier.</i>



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/5448/2023

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. सी. विभाग गृह, सिविल लाइन्स, गुरुग्राम, हरियाणा

		<i>The Buyer will start receiving lease rental in respect of the said Unit in accordance with the earlier. The Buyer will start receiving lease rental in respect of the said Unit in accordance with lease document as may be executed and as described hereinafter from the date of commencement lease document as may be exeuted and as described hereinafter from the date of commeneemnt of lease rental. If there is a provision in the lease document for any rent free period on ccount of fit-out by the lessee or any other account, then the Buyer shall not be entitled for any rent during the same.</i> [Clause 16.5 & 16.6 - If leasing rent is less than & more than Rs.130/- per sq. ft. of super area per month (not specified & refers to Annexure 1 which is not attached with BBA)] [Page 48 of complaint]
11.	Possession Clause	<i>16.8. During the tenure(s) of the lease(s) as well as during the intervening gaps, the said Unit shall be deemed to be in legal possession of the Buyer. However, the Buyer shall not demand or claim physical possession of the said Unit till it is on lease.</i> <i>17. 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.</i>



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/54987/23

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विभाग गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

		[as per Builder Buyer Agreement at page 49 & 51 of complaint]
12.	Assured return start date as per update letter dated 21.11.2019	22.07.2019 [Page 74 of complaint]
13.	Due date of possession	30.08.2020 [Calculated as per possession clause 48 months from execution of BBA i.e., 30.08.2016]
14.	Basic sale consideration	Rs.64,39,505/- (including EDC & IDC) [Page 27 & 34 of complaint] Rs.67,29,277/- [as alleged by complainant at page 117 of complaint]
15.	Amount paid by the complainant	Rs.67,29,277/- [as alleged by complainant at page 117 of complaint]
16.	Occupation certificate	06.09.2021 [Page 29-31 of reply]
17.	Offer of possession	Not offered
18.	Assured return received	No amount of assured return received till date

Arguments heard.

Order reserved.



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/SU/48/2023

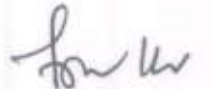
New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. हा. विधाम गृह, सिविल लाईन, गुरुग्राम, हरियाणा

Parties may file brief written submissions within a period of 2 weeks with an advance copy to each other.

Matter to come up on 15.07.2025 for pronouncement of order.

Ashok Sangwan
Member


Arun Kumar
Chairman
20.05.2025


Vijay Kumar Goyal
Member