



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY

47

Day and Date	Wednesday and 25.09.2024
Complaint No.	CR/548/2024 Case titled as Mahavir Singh VS Vatika Limited
Complainant	Mahavir Singh
Represented through	Shri Lokesh Yadav, Advocate
Respondent	Vatika Limited
Respondent Represented	Shri Dhruv Dutt Sharma Advocate
Last date of hearing	17.07.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 16.02.2024 and the reply on behalf of respondent was received on 03.06.2024.

The counsel for the respondent has filed an application for waiver of cost and states that the customer file was not traceable, therefore the reply was delayed. On consideration of the facts, the cost is reduced from Rs. 15,000/- to Rs.7000/- which shall be paid on the next date of hearing.

Succinct facts of the complaint: -

Sr. No.	Particulars	Details
1.	Name and location of the project	"Vatika India Next", Sector-85, Gurugram
2.	Nature of the project	Residential Plot
3.	Date of execution of buyer's agreement	-
4.	Unit no.	Plot no. 18, 7 th Street (As per BBA at page 41 of complaint)
5.	Unit area admeasuring	300 sq. yards (As per BBA at page 41 of complaint)



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6.	Possession Clause	9. HANDING OVER POSSESSION OF THE SAID PLOT TO THE ALLOTTEE "The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete the development of the Said Plot within a period of three years from the date of execution of this agreement unless there is a delay or failure due to reasons mentioned in Clauses (11), (12) and (30) or due to failure of the Allottee to pay in time the price of the Said Plot along with all other charges and dues in accordance with the Schedule of payments given in Annexure-II or as per the demands raised by the Promoter from time to time or any failure on the part of the Allottee to abide by any of the terms or conditions of this Agreement. The Company, shall offer in writing to the Allottee to take over physical possession of the Said Plot within thirty (30) days from the date of issue of such notice. The Company shall hand over vacant possession of the Said Plot to the Allottee subject to the Allottee not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc, as may be prescribed by the Company in this regard." (Page no. 44 of complaint)
7.	Due date of possession	To be ascertained
8.	Total sale consideration	Rs. 1,00,63,562/- (SOA dated 02.09.2021 at page no. 60 of complaint)
9.	Amount paid by the complainants	Rs. 54,89,880/- (SOA dated 02.09.2021 at page no. 60 of complaint)
10.	Date of occupation certificate	Not obtained
11.	Date of offer of possession	Not offered
12.	Cancellation letter	26.07.2021- Owing to unforeseen eventualities like GAIL pipeline issue and non-acquisition of sector roads by HUDA, etc. invoking clause 14 of the agreement. Respondent agreed to return amount



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		received along with interest @ 8% per annum from date of payment received till 26.07.2021. (Page no. 66 of complaint)
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The counsel for the complainant states that the unit in question was booked on 10.9.2010 and the complainant has paid an amount of Rs. 54,89,880/- against total sale consideration of Rs. 1,00,63,562/-. The signed copy of the BBA was delivered to the office of the respondent personally by the complainant on 19.11.2014 but they refused to accept the same. The alleged cancellation dated 26.7.2021 is an after thought and has been issued back-dated. This is supported by the statement account dated 2.9.2021 page 60 of the complaint. The complainant has no knowledge of the cancellation which may be set aside and the above relief may be granted.

The counsel for the respondent states that last payment was made by the complainant on 4.3.2011 and the claim regarding BBA is denied. The cancellation was on account of certain exigencies beyond the control of the respondent and the same was not reflected in the account statement due to systematic error. Further states that similar order was passed in CR No.6578/2022 titled Dolly Chopra Versus Vatika.

Arguments heard.

Orders reserved.

Matter to come up on 20.11.2024 for pronouncement of orders.

Ashok Sangwan
Member
25.09.2024