

PROCEEDINGS OF THE DAY		63
Day and Date	Thursday and 22.08.2024	
Complaint No.	CR/5626/2023 Case titled as Samarpan Jena VS Vatika Limited & ICICI Bank Limited	
Complainant	Samarpan Jena	
Represented through	Shri Abhijeet Gupta Advocate	
Respondent	Vatika Limited & ICICI Bank Limited	
Respondent Represented through	Shri Shubham Mann Advocate for R1 Ms. Shikha Adv. for R2	
Last date of hearing	--	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings The present complaint was filed on 07.12.2023 and reply on behalf of respondent no. 1 was received on 21.03.2024 and on behalf of respondent no.2 on 23.05.2024. Succent fact of the case as per complaint and annexures are as under: -		
S. N.	Particulars	Details
1.	Name and location of the project	"Vatika Turning Point" by Vatika Express City at Village Harsaru, Sector-88B, Gurugram.
2.	Project area	18.80 Acres
3.	Nature of Project	Residential
4.	DTCP license no. and validity status	91 of 2013 dated Valid upto 25.10.2017
5.	Name of Licensee	M/s Vatika Limited

6.	Rera registered/ not registered and validity status	Registered Vide no. 213 of 2017 dated 15.09.2017 Valid upto 15.03.2025 (Promoter has made an application for deregistration of project)
7.	Unit No.	1605, West End-7 (page no.90 of complaint)
8.	Unit area admeasuring	1460 sq. ft. (as per allotment letter at page no.90of complaint) 936.89 sq. ft. (carpet area) (as per BBA at page 28 of compliant)
9.	Date of Allotment letter	02.12.2016 (As per page no. 90 of complaint)
10.	Date of buyer's agreement	02.01.2018 (As per page no. 21 of complaint)
11.	Possession Clause	Not Available
12.	Due date of Possession	02.01.2021 <i>"Fortune Infrastructure and Ors. vs. Trevor D'Lima and Ors. (12.03.2018-SC); MANU/SC/0253/2018 Hon'ble Apex Court observed that "a person cannot be made to wait indefinitely for the possession of the flats allotted to them and they are entitled to seek the refund of the amount paid by them, along with compensation. Although we are aware of the fact that when there was no delivery period stipulated in the agreement, a reasonable time has to be taken into consideration. In the facts and circumstances of this case, a time period of 3 years would have been reasonable for completion of the contract."</i> In view of the above-mentioned reasoning, the date of the execution of buyer's agreement dated 02.01.2018 ought to be taken as the date for calculating the due date of possession. Therefore, the due date for handing over the possession of the unit comes out to be 02.01.2021.



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 लाईन्स, गुरुग्राम, हरियाणा

13.	Tripartite Agreement (between allottee, promoter and ICICI Bank)	Undated and unsigned (as per page no.74 of complaint) 23.05.2018 (as alleged in para 8 of reply by respondent no.2)
14.	Sale Consideration	Rs.87,41,005/- (as per BBA at page no.29 of complaint)
15.	Total amount paid by complainant	Rs.37,45,218/- Out of which an amount of Rs.27,88,512/- was paid by ICICI Bank. (as per SOA dated 24.02.2020 at page no.63 of complaint)
16.	Occupation Certificate	Not obtained
17.	Offer for Possession	Not offered

Relief Sought:

1. To cancel the booking of the residential unit and Refund of total amount paid with interest as per RERA Act.
2. To direct the respondent no.2 to not take any coercive action against the complainants.
3. Respondent no.1 be directed to continue paying the EMIs for the loan amount sanctioned by respondent no.2 on behalf of complainant.

The respondent/promoter is directed to refund the amount received by it from the complainant along with interest at the rate of 11.10% p.a. as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 till its realization.

Matter stands disposed off. Detailed order will follow.

V.1-3
Vijay Kumar Goyal
Member
22.08.2024