



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

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Day and Date	Wednesday and 25.09.2024
Complaint No.	CR/5669/2023 Case titled as Rajeev B Ahuja and Madhu Ahuja VS Vatika Limited
Complainant	Rajeev B Ahuja and Madhu Ahuja
Represented through	Ms. Tulna Rampal Advocate
Respondent	Vatika Limited
Respondent Represented	Ms. Ankur Berry Advocate
Last date of hearing	17.07.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint was filed on 13.12.2023 and reply on behalf of the respondent was received on 27.03.2024.

Succinct facts of the case are as follows:

Sr. No.	Particulars	Details
1.	Name and location of the project	"Vatika One India Next", Sector 82-A, NH-8, Gurugram
2.	RERA registered/ not registered and validity status	Not Registered
3.	Date of buyer's agreement	Not Executed
4.	Date of booking and Expression of Interest	09.09.2015
5.	Amount paid by the complainants	Rs.22,14,250/- (Copy of cheques at page 28 of complaint and agreed to by respondent in its pleadings at page 5 of reply)
6.	Priority no.	P-264 (Page 16 of complaint)
7.	Unit area admeasuring	500 sq. ft.

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अर्तगत गठित प्राधिकरण



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		(Page 23 of complaint)
8.	Due date of Possession	09.09.2016 "a) That you will offer me/us allotment of a commercial unit in the proposed project, within a period of 12 months from the date of this Letter, subject to requisite formalities as shall be stipulated at later stage." (Page 23 of complaint)
9.	Assured return clause	"The broad terms of assured return are as under:- a) Assured monthly commitment of Rs 75.83/- per sq.ft. payable till completion of the project. b) Post completion of the project an amount equivalent to Rs. 65/- (Rupees Sixty Five Only) per sq. ft. super area of the unit per month shall be paid as committed return from the date of completion of construction of the said unit, for upto 36 (Thirty-six) months or till the said unit is put on Lease, whichever is eatlier. After the said Unit is put on Lease, then payment of the aforesaid committed return will come to an end from the date of execution of Lease deed and the Buyer will start receiving Lease rental in respect of said Commercial Unit from the rent commencement date as per the Lease Deed of the said Unit. c) The obligation of the developer shall be to lease the premiscs of which your unit is part @ Rs. 65/- per sq.ft. In the eventuality the achieved return being higher or lower than Rs.65/- per sq.ft. the following would be applicable. 1. If the achieved rental is less then Rs 65/- per sq.ft then you shall be refunded @ Rs. 133/.. per sq.ft. (Rupees One Hundred and Thirty Three) for every Rs.1/- by which achieved rental is less ther 5/- per sq.ft. 2. If the achieved rental is above Rs 65/- per sqft then you will be liable to pay additional sale consideration @ Rs 66.50 per sq.ft. (Rupees Sixty Six and



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CA/5669/2023

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		Paisa Fifty Only) for every rupee of additional rental achieved. 3. No rent shall be paid to you for the rent free period as may be agreed with the prospective Lessee." (Page 29 of complaint)
10.	E-mail dated 09.11.2018 sent by respondent to complainants	"Due to legal implications as per change in SEBI Laws, the respondent have suspended all the return-based sales and that they shall not be selling any more product in the same format." (Page 32 of complaint)
11.	E-mail dated 17.06.2023 sent by respondent to complainants	"I am quite worried that I haven't heard about the progress of this project after you abruptly stopped sending us the assured returns 3ithout any valid or legal reason in Oct 2018. Can you please update us here on the status of the project, or it has been stalled for good and that we are now entitled to nothing?? I would like to receive a full refund of the amount paid by us in case the project is never going to complete. I am not interested in relocating to any other unit in any of Vatika's project." (Page 34 of complaint)
12.	E-mail dated 29.07.2023 sent by respondent to complainants	"We are in the process of reconciling your accounts as of 30th June 2019 and the payment disbursement shall follow & be completed within 90 days thereof, in three installments. In line with our discussions and reasons necessitating the change in our committed returns model, as already apprised to you vide our earlier communications, dated 31 Oct-18 & 30 Nov-18, we are open to relocating your booking to a project of ours in the vicinity, on terms and conditions as applicable to that project....." (Page 33 of complaint)
13.	Amount of assured returns paid by the respondent to the complainants	Rs.34,691.92/- (As submitted by complainants in their pleadings at page 7 of complaint)
14.	Occupation certificate	Not obtained



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The complainants herein are seeking the following relief(s):

1. Direct the respondent to refund Rs.22,14,250/- so paid by the complainants along with interest @18% per annum.
2. Direct the respondent to pay assured monthly return from August month of 2015 @ Rs.75.83/- per sq. ft. till the time the building is ready for possession and thereafter Rs.65/- per sq. ft. after completion of the building along with interest @ 18% per annum.
3. The complainant be awarded Rs.3,00,000/- on account of mental agony and harassment.
4. Litigation costs Rs.1,00,000/-.

Heard.

The counsel for the complainant states that the complainant is restricting its relief to that of refund only alongwith interest.

Both the parties may file brief written submissions pertaining to specific dates, event and documents within a period 2 weeks with an advance copy to each other.

Order reserved.

Matter to come up on **06.11.2024** for pronouncement of order.

Ashok Sangwan
Member
25.09.2024