

PROCEEDINGS OF THE DAY		110
Day and Date	Friday and 02.08.2024	
Complaint No.	CR/5775/2022 Case titled as Atul Kochar VS Vatika Limited	
Complainant	Atul Kochar	
Represented through	Shri Abhijeet Gupta Advocate	
Respondent	Vatika Limited	
Respondent Represented through	Ms. Ankur Berry and Shri Rahul Singh Advocates	
Last date of hearing	19.07.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was filed on 25.08.2022 and the reply was received on 06.06.2023..

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

S.no.	Particulars	Details
1.	Name of the project	Vatika Inxt City Center at Sector 83, Gurugram, Haryana
2.	Nature of the project	Commercial colony
3.	Project area	10.718 acres
4.	DTCP license no.	122 of 2008 dated 14.06.2008 valid up to 13.06.2016
5.	Name of licensee	Trishul Industries



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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CRS 11/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

6.	RERA Registered/ not registered	Not Registered
7.	Date of builder buyer agreement	10.11.2010 [pg. 18 of complaint]
8.	Unit no.	B-125, 1 st floor, of block B, measuring 500 sq. ft. [pg. 5 of complaint]
9.	Allocation of unit	31.07.2013 (unit changed from 329 to 125, 1 st floor) [pg. 28 of reply]
10.	Possession clause	2 <i>The developer shall complete the construction of the said complex within 3 years from the date of execution of this agreement. Further the allottee has paid full sale consideration on signing of this agreement, the developer further undertakes to make payment as per annexure A per sq. ft. of super area per month by way of committed return for the period of construction, which the allottee duly accepts. In the event of a time overrun in completion of the said complex the developer shall continue to pay to the allottee the within mentioned assured return until the unit is offered by the developer for possession.</i>
11.	Due date of completion of construction	10.11.2013
12.	Date of addendum to the agreement	10.11.2010 [pg. 37 of complaint]
13.	Assured return clause	The allottee is entitled for assured return w.e.f. 10.11.2010 @ ₹ 71.50/- per sq. ft. till completion of building and ₹ 65/- per sq. ft. after completion
14.	Total sale consideration	₹ 25,00,000/- [pg. 21 of complaint]
15.	Paid up amount as per sum	₹ 25,84,188/-



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CA/ST/ST/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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	of receipts	[pg. 30 of reply]
16.	Offer of possession	Not offered
17.	Occupation certificate	Not obtained
18.	Assured return paid till 01.09.2018	₹ 33,08,500/- [pg. 30 of reply]

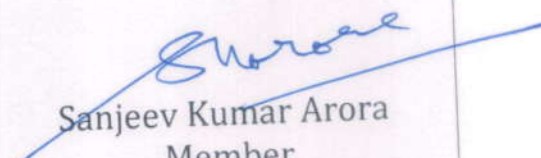
The counsel for the complainant is seeking only assured return and conveyance deed of the unit of the complainant. Further stated that no other relief is being sought.

The counsel for the respondent states that she is placing on record order copy of the order of Hon'ble UP Appellate Tribunal, copy of the order of NCLT which is dated 07.06.2024 and copy of the order of the authority itself.

Arguments heard.

Order reserved.

Matter to come up on 09.08.2024 for pronouncement of order.


Sanjeev Kumar Arora
Member
02.08.2024