



**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. विभाग गुरु, सिविल लाईंस, गुरुग्राम, हरियाणा

**PROCEEDINGS OF THE DAY**

15

Day and Date

Friday and 06.10.2023

Complaint No.

CR/5775/2022 Case titled as Atul Kochar Vs Vatika Limited

Complainant

Atul Kochar

Represented through

Shri Krishna Sharma Advocate

Respondent

Vatika Limited

Respondent Represented

Shri Harshit Batra Advocate

Last date of hearing

12.05.2023

Proceeding Recorded by

Naresh Kumari

**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	6 acres
4.	DTCP license no.	258 of 2007 dated 19.11.2007 license migrated from commercial in residential zone to commercial plotted colony vide order dated 13.10.2022.
5.	Name of licensee	M/s Shivam Infratech Pvt. Ltd.



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*[Handwritten signature]*

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विभाग गृह, सिविल लाइन्स, 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.	329, 3 <sup>rd</sup> floor, Tower A, measuring 500 sq. ft. [pg. 21 of complaint]
9.	Allocation of unit	31.07.2013 (unit changed from 329 to 125, 1 <sup>st</sup> 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 possession	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/-

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

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



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CA/5775/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी.डब्ल्यू.डी. विभाग गुरु, सिविल लाईन, गुरुग्राम, हरियाणा

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

The counsel for the complainant states that the complainant had booked a unit in 2010 and unit was to be handed over on or before 10.11.2013 and there was an addendum w.r.t assured return which is Annexure A, at page 37 as per which the respondent had to pay assured return till offer of possession @ 71.50 sq. ft and after completion of the building @ Rs.65/- sq.ft.

The counsel for the respondent states that as per clause 32.1 sub clause D of the BBA it is clearly mentioned that the unit shall be deemed to have been possessed by the allottee. Further brought attention of the authority towards clause 31 sub-clause H of the BBA, as per which allottee shall not without the written consent of the developer be entitled to take physical possession including self occupation of the unit.

Further counsel for the complainant states that as per clause 32.1 page 30, it is clearly mentioned that on completion of project the developer undertakes to put the said unit on lease. Further stated that the unit is still not complete and OC has not been received so far by the respondent.

The counsel for the respondent states that similar matter is pending before the Hon'ble High Court of Punjab and Haryana which is fixed for 22.11.2023. since the matter is sub-judice it is being adjourned till the decision of Hon'ble High Court of Punjab and Haryana.

Matter to come up on 24.11.2023 for further proceedings.

  
Sanjeev Kumar Arora  
Member  
06.10.2023