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HARYANA REAL ESTATE REGULATORY AUTHORITY
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New PWD Rest House, Civil Lines, Gurugram, Haryana

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

PROCEEDINGS OF THE DAY		27
Day and Date	Tuesday and 21.01.2025	
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	Ms. Ankur Berry Advocate	
Last date of hearing	24.09.2024	
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
6.	RERA Registered/ not registered	Not Registered



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CA/5775/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana नया पी.डब्ल्यू.डी. विश्राम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

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 of receipts	₹ 25,84,188/- [pg. 30 of reply]



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CR/5715/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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

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 states that the complainant has filed the complaint seeking assured return till handing over of possession. The project is incomplete and no OC has been obtained by the respondent till date.

The counsel for the respondent disputes the BBA which the complainant has attached with the complaint as it is not signed and moreover there is no clause for assured return in the BBA. There was an addendum agreement dated 27.07.2011 in which the date of BBA is written as 03.11.2010. Further the counsel for the respondent has admitted that assured return has been paid till December 2018. The respondent is directed to file the copy of BBA actually executed with the complainant. On asking from the counsel of the respondent whether the project is registered or not, the counsel for respondent states that she is not aware about the same.

Arguments heard.

Order reserved.

Both the parties may submit brief written submissions within 15 days with an advance copy to each other.

Matter to come up on **18.03.2025** for pronouncement of order.

Ashok Sangwan
Member

V. I. Goyal
Vijay Kumar Goyal
Member

Arun Kumar
Arun Kumar
Chairman
21.01.2025