

PROCEEDINGS OF THE DAY		28
Day and Date	Wednesday and 29.05.2024	
Complaint No.	CR/5923/2022 Case titled as Sourav Parkash and Om Parkash VS Vatika Limited	
Complainant	Sourav Parkash and Om Parkash	
Represented through	Shri Mohit Gundi Advocate	
Respondent	Vatika Limited	
Respondent Represented through	Ms. Shikha proxy counsel	
Last date of hearing	13.03.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The complainants filed the present complaint on 02.09.2022 and the reply was received on 06.06.2023.		
Succinct facts of the case are as under:		
S. N.	Particulars	Details
1.	Name and location of the project	"Vatika Trade centre, Gurugram
2.	Nature of the project	Commercial
3.	Unit no.	1211, 12 th floor (page 26 of complaint)
4.	Unit admeasuring	500 sq. ft. (page 26 of complaint)
5.	Date of buyer agreement	13.02.2010 (page 23 of complaint)
6.	Addendum to the agreement	13.02.2010 (page 41 of complaint)
7.	Total sale consideration	Rs.17,50,000/- (as per BBA page 26 of complaint)
8.	Amount paid by the complainant	Rs.17,50,000/- (as per BBA page 26 of complaint)



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.ई. विश्राम गृह. सिविल लाईंस. गुरुग्राम. हरियाणा

9.	Occupation certificate	Not obtained
10.	Offer of possession	Not offered
11.	Assured return clause	This addendum forms an integral part of the builder buyer agreement dated 08.09.2010 a) Till completion of the building Rs.78/- b) After completion of the building Rs.65/- per sq. ft. (page 41 of complaint)
12.	Assured return paid by the complainant	Rs.32,63,000/- (as alleged by respondent page 03 of reply) To be ascertained by complainant
13.	Legal notice issued by complainant for payment of assured return	24.01.2022 (page 44 of complaint)

Arguments heard.

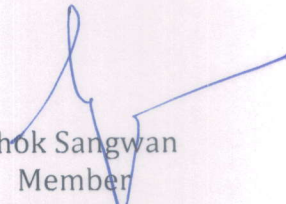
The complainants have paid the full amount towards the cost of the unit and admittedly, the occupation certificate for the unit has not been received till date. The assured return has been paid to the complainants in terms of the addendum to the BBA upto October, 2018. The counsel for the complainants states at bar that complainants are seeking possession of the apartment.

The counsel for the respondent states that the unit was meant for leasing out as per clause 32.1 of the BBA and not meant for physical hand over.

Pleadings are on record.

Order reserved.

Matter to come up on **07.08.2024** for pronouncement of order.


Ashok Sangwan
Member
29.05.2024