



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		21 to 25, 27 to 36, 38 to 46, 49 to 69
Day and Date	Thursday and 17.11.2022	
Complaint No.	130 of 2022 & 45 other cases	
Respondent	Vatika Limited	
Respondent Represented through	Ms. Ankur Berry Advocate in all above complaints	
Last date of hearing	4.8.2022	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The following 46 cases are being taken up together as all these cases relate to project "Vatika INXT City Centre", Sector 83, Vatika India Next, Gurugram and the issues are similar in nature in all the cases.

The arguments were heard, and matters are being taken up individually in respect of the relief sought by the concerned complainants in the respective complaints.

Succinct facts of the case are as under:

PROJECT NAME		VATIKA INX CITY CENTRE	
21	CR/130/2022	Santosh Yadav V/S Vatika Limited	Mr. Varun Kathuria
22	CR/146/2022	Monika and Sunita Gahlawat V/S Vatika Limited	Mr. Varun Kathuria
23	CR/132/2022	Gaurav Tandon V/S Vatika Limited	Mr. Varun Kathuria
24	CR/389/2022	Kulveer Malik V/S Vatika Limited	Mr. Varun Kathuria
25	CR/390/2022	Kulveer Malik V/S Vatika Limited	Mr. Varun Kathuria
27	CR/276/2022	Surbhi Grover and Parmila Grover V/S Vatika Limited	Mr. Varun Kathuria
28	CR/275/2022	Satish Malik V/S Vatika Limited	Mr. Varun Kathuria
29	CR/273/2022	Kaushal Manucha and Deepak Kumar Sethi V/S Vatika Limited	Mr. Varun Kathuria
30	CR/274/2022	Pallavi Vaishiwala Taresh Vaishewala V/S Vatika Limited	Mr. Varun Kathuria

An Authority constituted under section 20 the Real Estate (Regulation and Development) Act, 2016
Act No. 16 of 2016 Passed by the Parliament

भू-संपदा (विनियमन और विकास) अधिनियम, 2016 की धारा 20 के अर्तगत गठित प्राधिकरण
भारत की संसद द्वारा पारित 2016 का अधिनियम संख्यांक 16



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31	CR/520/2022	Sarita Rani V/S Vatika Limited	Mr. Varun Kathuria
32	CR/289/2022	Neelam Jain and Naresh Jain V/S Vatika Limited	Mr. Siddhant Sharma
33	CR/284/2022	Nitu Ranjan and Sanjay Ranjan V/S Vatika Limited	Mr. Siddhant Sharma
34	CR/1123/2022	Pratibha Khan and Afjal Ahmad Khan V/S Vatika Limited	Mr. Siddhant Sharma
35	CR/1124/2022	Pratibha Khan and Afjal Ahmad Khan V/S Vatika Limited	Mr. Siddhant Sharma
36	CR/1122/2022	Pratibha Khan and Afjal Ahmad Khan V/S Vatika Limited	Mr. Siddhant Sharma
38	CR/281/2022	Sanjay Dua V/S Vatika Limited	Mr. Siddhant Sharma
39	CR/280/2022	Ritu Chitkara V/S Vatika Limited	Mr. Siddhant Sharma
40	CR/283/2022	Ved Parkash Jolly and Swarn Kanta Jolly V/S Vatika Limited	Mr. Siddhant Sharma
41	CR/353/2022	Geeta Nayyar and Ritika Nayyar V/S Vatika Limited	Mr. Siddhant Sharma
42	CR/670/2022	Tejpal Sahni V/S Vatika Limited	Mr. Abhijeet Gupta
43	CR/756/2022	Reena Gulathi V/S Vatika Limited	Mr. Abhijeet Gupta
44	CR/886/2022	Prem Parkash V/S Vatika Limited	Mr. Abhijeet Gupta
45	CR/792/2022	Lalit Gandhi V/S Vatika Limited	Mr. Abhijeet Gupta
46	CR/807/2022	Harish Sehgal V/S Vatika Limited	Mr. Abhijeet Gupta
49	CR/783/2022	Ashok Sabarwal V/S Vatika Limited	Mr. Abhijeet Gupta
50	CR/615/2022	Gurman Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
51	CR/632/2022	Simran Preet Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
52	CR/619/2022	Nikkin V/S Vatika Limited	Mr. Parvez Chugh
53	CR/618/2022	Nikkin V/S Vatika Limited	Mr. Parvez Chugh
54	CR/620/2022	Simran Preet Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
55	CR/621/2022	Simran Preet Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
56	CR/622/2022	KAMALDEEP KAUR V/S Vatika Limited	Mr. Parvez Chugh
57	CR/638/2022	Rohini Choudhry V/S Vatika Limited	Mr. Parvez Chugh
58	CR/636/2022	Rohini Choudhry V/S Vatika Limited	Mr. Parvez Chugh
59	CR/612/2022	Gurnam Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
60	CR/625/2022	Opinder Pal Singh V/S Vatika Limited	Mr. Parvez Chugh
61	CR/633/2022	Neeta Chopra V/S Vatika Limited	Mr. Parvez Chugh

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हरियाणा भू-संपदा विनियामक प्राधिकरण, गुरुग्राम

CR/1308/2022

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62	CR/623/2022	Parvinder Jeet Singh V/S Vatika Limited	Mr. Parvez Chugh
63	CR/616/2022	Gurman Singh Gill V/S Vatika Limited	Mr. Parvez Chugh
64	CR/637/2022	Rohini Chaudhry V/S Vatika Limited	Mr. Parvez Chugh
65	CR/634/2022	Usha Sakhuja V/S Vatika Limited	Mr. Parvez Chugh
66	CR/617/2022	Upinder Pal Singh V/S Vatika Limited	Mr. Parvez Chugh
67	CR/639/2022	Rohini Chaudhry V/S Vatika Limited	Mr. Parvez Chugh
68	CR/614/2022	Anudeep Goraya V/S Vatika Limited	Mr. Parvez Chugh
69	CR/754/2022	Classic Coal Construction Private Limited V/S Vatika Limited	Sh. Gaurav Rawat

The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, Vatika INXT City Center (commercial complex) being developed by the same respondent/promoter i.e., Vatika Ltd. The terms and conditions of the builder buyer's agreement fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking award of delayed possession charges, assured return and the executed of conveyance deeds.

The complainants have sought following relief:

1. Direct the respondent to pay the monthly assured returns due as per builder buyer agreement.

During arguments, the counsel for the complainant has requested that the matters be decided in terms of *Madhur Shree Khetan versus Vatika* in CR no. 1239 of 2021 which finally decided on 04.02.2022.

There are 46 complaints pending before the authority wherein, the complainant(s) have sought the relief of assured returns. These complainants can be divided in two sets. In some complainants there is clause in BBA w.r.t assured return and leasing arrangement. Similarly in other complaints, there is an addendum to the agreement (Annexure A) vide which the complainant(s) were allowed assured monthly returns but at different rates.

The complainants have sought assured return on monthly basis as per clause of BBA (w.r.t assured return) and addendum to the agreement at the rates mentioned therein till completion of the building. It was also agreed as per clause 12(v) & 32.2 of the BBA's that the developer would pay to the buyers but at the different rates per months of super area of the allotted unit as committed return upto 3 years/36 months (different



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CR/130/2022

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terminology use) from the date of completion of the construction of the said building or the said unit is put on lease whichever is earlier.

The respondent has not complied with the terms and conditions of the builder buyer agreements. Though, for some time, the amount of assured returns was paid but later on, the respondent refused to pay the same by taking plea of the Banning of Unregulated Deposit Schemes Act, 2019. But that Act does not create a bar for payment of assured returns even after coming into operation and the payments made in this regard are protected as per section 2(4)(iii) of the above-mentioned Act.

Part arguments heard.


The counsels for the complainant (s) are directed to submit synopsis/written submissions in a tabular form indicating the total sale consideration/paid up amount of assured return to the complainant alongwith justification of granting assured return as per the terms and conditions of the BBA/MoU, if any within a period of 10 days with an advance copy to the respondent.

The respondent shall also file the written submissions, if any, in next one week with an advance copy to the complainant as it has been pleaded that in a civil suit with regard to assured returns, the court held that the respondent-builder is not liable to pay the assured returns. Similarly, the Hon'ble Jammu & Kashmir High Court took a view that when there is a question of assured return, it is purely a civil dispute and no criminal liability can be fastened on the respondent-builder.

Matter to come up on **22.12.2022** for final arguments.


Sanjeev Kumar Arora
Member


Ashok Sangwan
Member


Vijay Kumar Goyal
Member
17.11.2022