



HARERA
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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

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Day and Date	Tuesday and 30.04.2024
Complaint No.	CR/7339/2022 Case titled as Triloch Singh Punhani VS Vatika Limited
Complainant	Triloch Singh Punhani
Represented through	Shri Harshit Goyal Advocate
Respondent	Vatika Limited
Respondent Represented	Ms. Shikha proxy counsel
Last date of hearing	06.02.2024
Proceeding Recorded by	Naresh Kumari and HR Mehta

Proceedings

The present complaint has been filed on 28.11.2022 and reply was received on 04.08.2022.

On 06.02.2024, the counsel for the respondent states that there is no allotment letter nor any BBA has been executed between the parties and hence the complainant is not a allottee and hence not entitled to seek any relief under the Act of 2016. The counsel for the complainant states that allotment letter was issued on 06.10.2015 and placed at annexure P-2 of the complaint alongwith the copy of application form and payment received and seeking assured return in terms of allotment letter.

Succinct facts of the case are as under:

S. No.	Particulars	Details
1.	Name of the project	Vatika Tower, Golf Course Road, Gurugram, Haryana
2.	Allotment letter dated	06.10.2015



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CR/1339/2022

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		[Page 17 of complaint]
3.	Date of builder buyer agreement	Not executed
4.	Unit no. and size	Priority no. P-364 admeasuring 500 sq. ft. (super area) [Page 17 of complaint]
5.	Assured return clause as per allotment letter dated 06.10.2015	<i>The broad terms of assured return are as under</i> <i>A) Assured monthly commitment of Rs. 133.35/- sq. ft. payable till completion of the project.</i> <i>B) Post completion of the project an amount equivalent to Rs. 120/-sq. ft. super area of the unit per month shall be paid as committed return from the date of completion of construction of the said Unit for upto 36 months or till the said unit is put on lease whichever is earlier.....</i> (Note: Not legible) Page 17 of complaint
6.	Possession clause	N.A
7.	Due date of possession	Cannot be ascertained
8.	Total consideration sale	Rs.34,38,600/- (Page 16 of complaint)
9.	Total amount paid by the complainant	Rs.34,38,600/- (As per receipts at page 19 & 20 of



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		complaint)
10.	Occupation certificate	Not obtained
11.	Offer of possession	Not offered
12.	Amount of assured return paid by the respondent to the complainant till October 2018	Rs.25,63,377/- [Page 3 and 38 of reply]

The complainant has sought following relief:

1. Direct the respondent to pay pending monthly **assured returns** accrued from the month of October 2018 along with interest.
2. Direct the respondent to pay **delay possession charges** from due date of possession i.e., 01.09.2013 till offer of possession along with OC of booked unit.
3. Direct the respondent **to execute and register the conveyance deed.**

The counsel for the respondent states that the present complaint is not maintainable or tenable in the eyes of law as the reliefs being claimed by the complainant cannot be said to fall within the realm of jurisdiction of this Ld. Authority. The counsel for the respondent states that due to the passing of the ordinance regarding banning of unregulated deposits, a communication was sent to the allottees including the present complainant on 31.10.2018 informing them of the amendment in the SEBI Act and further of the fact that they would be discontinuing with assured returns products in future. Further, vide communication dated 28.12.2018, the complainant was informed that in case he wished to obtained assured return any further, then the respondent had another SEBI registered project in which quarterly returns were available and he could opt for the same. However, no response from the



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complainant is received. In view of the above, the complainant is estopped from raising the issue at this stage.


However, the counsel for the complainant states that the respondent cannot withdraw the assured return unilaterally and the agreement is binding to both the parties and requests for outstanding amount of assured return as per MoU/Addendum alongwith interest.


Arguments heard.

Order reserved.

Both the counsels for the parties are directed to file brief written submissions within a period of 15 days with an advance copy to each other.

Matter to come up on 06.08.2024 for pronouncement of order.


Sanjeev Kumar Arora
Member


Vijay Kumar Goyal
Member


Arun Kumar
Chairman
30.04.2024