



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		8
Day and Date	Friday and 24.01.2025	
Complaint No.	CR/8141/2022 Case titled as Sobha Bhala VS Vatika One On One Private Limited	
Complainant	Sobha Bhala	
Represented through	Shri Varun Kathuria Advocate	
Respondent	Vatika One On One Private Limited	
Respondent Represented	Ms. Ankur Berry Advocate	
Last date of hearing	25.10.2024	
Proceeding Recorded by	Naresh Kumari and HR Mehta	
Proceedings		
The present complaint has been received on 18.01.2023 and the reply was received on 17.10.2023.		
Succinct facts of the case are as under:		
S.N.	Particulars	Details
1.	Name of the project	Vatika One on One, Sector 16, Gurugram.
2.	Nature of the project	Commercial Complex
3.	Area of the project	12.13125 acres
4.	DTCP	05 of 2015 dated 06.08.2015
5.	RERA Registration	237 of 2017 dated 20.09.2017
6.	Unit no.	350, 3 rd floor, block no. 3 (Page 10 of complaint)
7.	Unit area admeasuring	500sq. ft. (Page 10 of complaint)



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CR/8/4/2022

New PWD Rest House, Civil Lines, Gurugram, Haryana

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8.	Date of allotment	17.09.2016 (Page 10 of complaint)
9.	Date of execution of agreement	05.11.2016 (Page 13 of complaint)
10.	Basic sale consideration	Rs. 39,64,505/- (Page 16 of complaint)
11.	Paid up amount	Rs. 44,77,825/- (Page 3 of complaint)
12.	Assured return	<i>15. "The Developer may, where the Buyer has paid 100% of the Total Sale consideration and other charges for the Commercial Unit, upon signing of this agreement pay Rs. 151.65/- per sq. ft. super area per month by way of assured return to the Buyer, of certain category of commercial unit as per its policy, from the date of execution of this agreement till the construction of the said Commercial Unit is complete."</i> (Page 33 of complaint)
13.	Amount of Assured return	18,90,570/- (from 09.11.2016 till 01.09.2018) - page 3 of reply
14.	Possession clause	Clause 17: Handing over of possession of the commercial unit in case of non leasing arrangement: ... "Within 48 months from the date of execution of this agreement"
15.	Due date of possession	05.11.2020



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16.	Offer of possession	Not offered
17.	Occupation certificate	06.09.2021

The counsel for the complainant draws attention of the authority towards clause 2 of the allotment letter dated September, 09,2016 (Annexure C1) vide which the respondent has promised to pay assured return at the rate of Rs.151.65 per sq.ft. per month till completion of the construction post which it was liable to pay @ Rs.130/- per sq.ft. per month upto 3 years post completion or till the unit is put on lease, whichever is earlier. Further, no AR is being paid since October, 2018 and hence, the respondent be directed for its payment in terms of the said allotment letter as the building is not yet completed and no assured return is paid.

The counsel for the respondent states that subsequent to above allotment letter, a BBA was also executed on 05.11.2016 (Annexure C2) and as per same, the assured return @ 151.65 per sq.ft. per month is to be paid till completion of the building. The assured return has been paid till October, 2018 and OC of the unit after its completion has been obtained on 06.09.2021 (copy supplied during the proceedings and requests for filing brief written submissions which may be filed within 2 weeks by both the parties.

The counsel for the complainant states that as per clause 15 and 16 at page 29 and 30 the respondent is required to make payment even after completion of the building upto the 3 years or leasing of the building whichever is earlier. The counsel for the respondent will clarify the status if the unit has been put on lease and if any lease rental is paid as the counsel for the complainant is very categorical that the lease rental is not yet paid.

Arguments heard.

Order reserved.

Matter to come up on 28.02.2025 for pronouncement of order.


Vijay Kumar Goyal
Member