

**BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY,  
GURUGRAM**

**Date of decision:**

**23.08.2023**

Name of the Builder		Vatika Limited	
Project Name		Vatika India Next	
1.	CR/4730/2022	Dharmveer Sethi & Anr. V/S Vatika Limited.	Mr. Sonal Anand Ms. Ankur Berry
2.	CR/4728/2022	Dinesh Narula V/S Vatika Limited	Mr. Sonal Anand Ms. Ankur Berry
3.	CR/4726/2022	Deepak Narula V/S Vatika Limited	Mr. Sonal Anand Ms. Ankur Berry
4.	CR/4731/2022	Tekchand Narula V/S Vatika Limited	Mr. Sonal Anand Ms. Ankur Berry

**CORAM:**

Sh. Ashok Sangwan

**Member**

**APPEARANCE:**

Mr. Sonal Anand  
Ms. Ankur Berry

Complainant  
Respondent

**ORDER**

1. This order shall dispose of all the complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for



violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The complainant(s) in the above referred matters are allottees of the project, namely, INXT City Centre being developed by the same respondent/promoter i.e., Vatika Limited. The terms and conditions of the application form fulcrum of the issue involved in all the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking assured return.
3. The details of the complaints, unit no's are given in the table below:

Project: INXT City Centre, Sector 83, Gurugram.		
Sr. no	Complaint no./title/ Reply status	Unit nos.
1	4730/2022 Dharambir Sethi & Anr. VS. Vatika Limited	304B, 305B,306B,307B,308B
2	4728/2022 Dinesh Narula VS. Vatika Limited	215E, 216E, 217E, 218E, 219E, 220 E
3	4726/2022 Deepak Narula VS. Vatika Limited	205E, 206E, 207E,208E, 209E, 210E
4	4731/2022 Deepak Narula VS. Vatika Limited	201E, 202E, 203E, 204E, 211E, 212E, 213E, 214E

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the conditions of the buyer's agreement executed between the parties *inter se* in respect of said unit

for not handing over the possession by the due date, seeking assured return.

5. The respondent has taken various objections to the complaint and it is stated by the respondent that the complaint is not maintainable before the Authority as it is apparent from the prayers sought in the complaint. The complainants had bought 5 commercial units in the said project for which separate builder buyer agreements were signed and executed between the parties. It is pertinent to consider that each BBA being separate transaction the complainant should be allowed to pursue a single complaint for all units and bundle up the matters together. As per RERA Act, 2016 the complainants are to file separate complaint for each unit as each BBA implies a different cause of action. Further it is crystal clear from reading the complaint that the complainants are not an 'allottees', but purely is an 'Investors', who are only seeking physical possession/delay possession charges from the respondent, by way of present petition, which is not maintainable as the unit is not meant for personal use rather it is meant for earning rental income.

**A. Finding by the Authority**

6. The respondent has raised an issue of maintainability of the complaints on ground that single complaints have been filed in respect of multiple units/allotment.
7. In respect of this, it is important to first see the definition of allottee as per section 2(d), same as reproduced as under:



*“allottee” in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.”*

8. Further, it logically follows that each unit has individual/specific attributes and relief has to be decided individual on the merits of each case and the facts of each allotment may vary and lead to different conclusions. The view of the Authority is further strengthened by the fact that wherever it has been felt by the legislature that the definition of the word allottee may include more than one unit, at specific provisions has been made under the explanation of section 14 and 15 of the Act in which provided as under:

*“Explanation For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only”.*

9. The relief in this case has been sought under section 11(4)(a) of the Act, 2016 and therefore, the present complaints are not maintainable as each complaint has been filed in respect of multiple units which needs to be adjudicated separately in respect of their specific attributes.



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Complaint No. 4730 of 2022 & 3 others

10. The complaints are disposed off with the liberty to the complainant(s) to file a fresh complaint for each individual unit along with their BBAs and details of payments made against each unit individually.

Ashok Sangwan  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 23.08.2023



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