

**BEFORE THE HARYANA REAL ESTATE REGULATORY  
AUTHORITY, GURUGRAM****Date of decision:** 11.07.2025

NAME OF THE BUILDER		VATIKA LTD.	
PROJECT NAME		VATIKA INXT CITY CENTRE	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/1134/2024	Anil Sachdeva V/s Vatika Limited.	Sh. Harshit Goyal Ms. Ankur Berry
2.	CR/1139/2024	Anil Sachdeva V/s Vatika Limited.	Sh. Harshit Goyal Ms. Ankur Berry

CORAM:	
Shri. Arun Kumar	Chairperson

**ORDER**

1. This order shall dispose of both 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 core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects,

namely, 'VATIKA INXT CITY CENTRE' being developed by the same respondent promoters i.e., M/s Vatika Ltd.

3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

Project Name and Location		"VATIKA INXT CITY CENTRE", Sector 8 Gurugram, Haryana.
Possession clause: <i>Subject to the timely payment by the buyer of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the developer, the developer contemplates to complete construction of the said commercial unit within 48 months of execution of this agreement.</i>		
OC: Not obtained Offer of possession: Not Offered		
Comp no.	CR/1134/2024	CR/1139/2024
Allotment letter	12.12.2016 [Page 13 of complaint]	26.09.2016 [Page 11 of complaint]
Unit no. and area	E-007, Ground floor, Block admeasuring 1395 sq. ft.	E-04, Ground floor, Block admeasuring 1280 sq. ft.
Builder buyer agreement	17.01.2017 (page 17 of complaint)	12.12.2016 (page 15 of complaint)
Total sale consideration	Rs.92,60,840/- [As per SOA on pg. 43 complaint]	Rs.90,82,880/- (As per SOA on page 42 complaint)
Amount paid	₹90,54,007/- [As per SOA on pg. 43 complaint]	Rs.28,02,240/- (As per SOA on page 42 complaint)
a. Obtain OC AND offer possession b. DPC c. To execute and register the sale deed		



4. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/1134/2024 titled as Anil Sachdeva V/s Vatika Limited.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.

**A. Unit and project related details**

6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:

**CR/1134/2024 titled as Anil Sachdeva V/s Vatika Limited.**

S. N.	Particulars	Details
1.	Name and location of the project	"India Next City Centre, Sector 83, Gurugram
2.	Project area	10.71 acres
3.	Nature of Project	Commercial Unit
4.	DTCP license no. and validity status	122 of 2008 dated 14.06.2008 valid upto 13.06.2016
5.	Rera registered/ not registered and validity status	<b>Un-Registered</b>
6.	Allotment letter dated	12.12.2016 [Page 13 of complaint]

7.	Unit no.	E-007, Ground floor, Block-E
8.	Unit Admeasuring	1395 sq. ft. (super area)
9.	Buyer's Agreement	17.01.2017 (page 17 of complaint)
10.	Possession Clause	<b>10</b> <i>Subject to the timely payment by the buyer of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the developer, the developer contemplates to complete construction of the said commercial unit within 48 months of execution of this agreement.</i>
11.	Due date of possession	17.07.2021 (as per possession clause in BBA + 6 months grace period) (note: the due date of possession was inadvertently mentioned without adding the grace period)
12.	Total Sale Consideration	Rs.92,60,840/- (As per SOA on page 43 of complaint)
13.	Total amount paid	Rs.90,54,007/- (As per SOA on page 43 of complaint)
14.	Occupancy Certificate	Not known
15.	Offer of possession	Not Offered

#### B. Facts of the complaint

7. The complainant has submitted as under:

- That the complainant is an innocent allottee of the real estate project INXT City Center, Sector 83, Gurugram being developed by the respondent company.
- That the respondent company i.e., Vatika Limited is a real estate development company and is engaged in development of multiple real estate projects across Gurugram.

- iii. The respondent issued allotment letter on 12.12.2016 in respect of the booked unit bearing no E-007, Tower E admeasuring 1395 sq. ft super area with detailed terms and conditions.
- iv. The builder buyer agreement was duly executed between complainant and respondent on 17.01.2017 in respect of the unit no E-007, tower E, INXT City Centre situated at Sector 83, Gurugram admeasuring 1395 sq. ft super area.
- v. As per clause 10 of builder buyer agreement, the respondent was liable to deliver possession of the booked unit within a period of 4 years from the date of execution of builder buyer agreement dated 17.01.2017. Therefore, the due date of delivery of possession was 17.01.2021.
- vi. However, the promoter has failed to deliver possession of the booked unit along with occupation certificate of tower E where the booked unit is situated till date.
- vii. The promoter has also failed to pay accrued delayed possession charges to the complainant. The promoter has also failed to execute and register conveyance deed in respect of booked unit in favour of complainant.
- viii. That the complainant had invested his hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at the time of booking in order to allure the complainant. However, the respondent has failed to abide all the obligations of him stated orally and under the builder buyer agreement duly executed between both the present parties.



ix. Therefore, the present complainant is forced to file present complaint before this hon'ble authority under Section 31 of Real Estate Regulation and Development Act, 2016 read with Rule 28 of Haryana Real Estate (Regulation and Development) Rules, 2017 to seek redressal of the grievances against the respondent company.

**C. Relief sought by the complainant:**

8. The complainant has sought following relief(s):
- i. To direct the respondent to pay delay possession charges at the prescribed rate to the complainant for the period of delay accrued from the due date of possession to the date of offer of possession along with occupation certificate by respondent.
  - ii. To direct the respondent to deliver possession of the booked unit along with occupation certificate.
  - iii. To direct the respondent to execute and register the sale deed in the concerned sub registrar office in favour of complainant of the booked unit.
9. On the date of hearing, the authority explained to the respondent /promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

**D. Reply by the respondent.**

10. The respondent has contested the complaint on the following grounds:
- i. That the respondent is a company, registered under the Companies Act, 1956 having its office at unit no A-002, INXT City Centre ground floor,

block A, Sector 83, Vatika India Next, Gurugram – 122012, Haryana India.

- ii. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the builder buyer's agreement dated 17.01.2017, as shall be evident from the submissions made in the following paras of the present reply.
- iii. That the primary prayer of the complainant being to get delayed possession charges, however it is to be noted that there is not a single document stating that the unit was to be handed over and possession was to be delivered at any fixed time. That as per the clause 12 (iii) of the BBA dated 17.01.2017, the complainant having paid the full basic sale consideration and having requested for putting the unit on lease in combination with other adjoining units/spaces.
- iv. That the respondent was committed to complete the development of the project and lease out the unit. It is pertinent to apprise to the Ld. Authority that the developmental work of the said project was slightly decelerated due to the reasons beyond the control of the respondent company due to the impact of Good and Services Act, 2017 [hereinafter referred to as 'GST'] which came into force after the effect of demonetisation in last quarter of 2016 which stretches its adverse effect in various industrial, construction, business area even in 2019.
- v. Subsequently, upon removal of the Covid-19 restrictions it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the project. The respondent also has

to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned for more than 1 year due to Covid-19 lockdown. This led to further extension of the time period in construction of the project.

vi. That since the hurdles faced by the respondent company were beyond the control of the respondent, there was unintentional delay in completion of the project. It is further submitted that, it was never the intention of the respondent company to not complete the project, and the only effect of all the obstructions was that the timelines as proposed initially could not be fulfilled.

11. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

**E. Jurisdiction of the authority**

12. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below:

**E. I Territorial jurisdiction**

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.



**E. II Subject-matter jurisdiction**

14. Section 11(4) (a) of the Act, 2016 provides that the promoter shall be responsible to the allottees as per agreement for sale. Section 11(4) (a) is reproduced as hereunder:

***Section 11(4) (a)***

*Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.*

***Section 34-Functions of the Authority:***

**34(f)** *to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

**F. Relief sought by the respondent.**

**F.I. To direct the respondent to pay delay possession charges at the prescribed rate to the complainant for the period of delay accrued from the due date of possession to the date of offer of possession along with occupation certificate by respondent.**

**F.II. To direct the respondent to deliver possession of the booked unit along with occupation certificate.**

16. The above-mentioned reliefs sought by the complainant is being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
17. In the present complaint, the complainant was allotted a unit bearing no. E-007, Ground Floor, Block E admeasuring 1395 sq. ft. (super area) vide

allotment letter dated 12.12.2016. Thereafter, a builder buyer agreement was executed between the complainant-allottees and the respondent-promoter on 17.01.2017 at the sale consideration of Rs. 92,60,840/-. The complainant has paid a sum of Rs. 90,54,007/- towards the said unit.

18. In the present complaint, the complainant intends to continue with the project and are seeking possession of the subject unit and delay possession charges as provided under the provisions of section 18(1) of the Act which reads as under:

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

*.....  
Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed"*

19. Clause 10 of the builder buyer's agreement provides for time period for handing over of possession and is reproduced below:

*"10*

*Subject to the timely payment by the buyer of sale price, stamp duty and other charges due and payable according to the payment plan applicable to him or as demanded by the developer, **the developer contemplates to complete construction of the said commercial unit within 48 months of execution of this agreement.***

*(Emphasis Supplied)*

20. **Due date of handing over possession:** The promoter has proposed to handover the possession of the said unit within 48 months from the date of execution of the buyer agreement. In the present complaint, the buyer agreement was executed on 17.01.2017. Therefore, the due date of handing over possession as per the buyer's agreement comes out to be 17.01.2021. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having



completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 17.01.2021 i.e., before 25.03.2020. As far as grace period of 6 months as is concerned, the same is not allowed. Therefore, the due date of possession comes out to be 17.07.2021.

21. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

***"Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

*For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public"*

22. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. The rate of interest so determined by the legislature is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
23. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on



date i.e., 11.07.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.

24. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

***"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be***

***Explanation. -For the purpose of this clause-***

***the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default; the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"***

25. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
26. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. The authority has observed that the buyer's agreement was executed on 17.01.2017 and the possession of the subject unit was to be offered within a period of 48 months from the date of execution of the buyer's agreement. Therefore, the due date of handing

over possession is 17.07.2021. The respondent has failed to handover possession of the subject unit till date of this order. Accordingly, it is the failure on the part of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

27. The complainant is also seeking relief of possession. The authority is of the considered view that there is delay on the part of the respondent to offer possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 17.01.2017 executed between the parties.
28. However, in the present case, there is no record available on the paper book to show why the occupancy certificate has not been granted by the competent authority. Neither the respondent has given any valid or specific reason to justify this delay. Accordingly, the authority keeping in view the above-mentioned facts considers that the Complaint No. 1134 of 2024 respondent must not have applied a complete application for grant of occupancy certificate and has not rectified the defects, if any pointed out by the concerned authority. So, without getting occupancy certificate, the builder/respondent is not competent to issue any offer of possession to the complainants.
29. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The authority is of the considered view that there is delay on the part of the respondent to make a valid offer of possession after receipt of occupancy certificate of the



- allotted unit to the complainant as per the terms and conditions of the builder buyer agreement dated 17.01.2017 executed between the parties.
30. Further, the authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupancy certificate or what is the status of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
31. Accordingly, the non-compliance of the mandate contained in section 11(4) (a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @ 11.10% p.a. w.e.f. 17.07.2021 till valid offer of possession plus two months after obtaining of occupancy certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

**F.III. To direct the respondent to execute and register the sale deed in the concerned sub registrar office in favour of complainant of the booked unit.**

32. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

***"17. Transfer of title. -***

*(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:*



*Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."*

33. The authority observes that OC in respect of the project where the subject unit is situated has not been obtained by the respondent promoter till date. As on date, conveyance deed cannot be executed in respect of, the subject unit, however, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from the competent authority. In view of above, the respondent shall execute the conveyance deed of the allotted unit within 3 months alter the receipt of the OC from the concerned authority and upon payment of requisite stamp duty by the complainant as per norms of the state government.

**G. Directions of the authority:**

34. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):
- I. The respondent is directed to pay the interest to the complainant against the paid-up amount at the prescribed rate i.e., 11.10 % p.a. from the due date of possession i.e., 17.07.2021 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
  - II. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the

- possession is delayed. The respondent shall handover the physical possession of the allotted unit after receipt of occupation certificate.
- III. The respondent is directed to execute the conveyance deed of the allotted unit within a period of 3 months from the date of this order.
- IV. The respondent shall not charge anything from the complainants which is not the part of the builder buyer agreement.
- V. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
35. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein details of due date of possession, offer of possession, total sale consideration, amount paid by the complainant and execution of conveyance deed is mentioned in each of the complaints.
36. Complaint stands disposed of.
37. Files be consigned to registry.

**Dated: 11.07.2025**

**HARERA**  
GURUGRAM

  
**(Arun Kumar)**  
Chairperson  
Haryana Real Estate  
Regulatory authority,  
Gurugram