

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

Complaint no. : 3852 of 2024
Date of decision : 12.09.2025

Anshumala Verma & Anant Chandra Verma
R/o: -J 126 Block j Saket Malviya Nagar South Delhi

Complainants

Versus

M/s Vatika Limited
Regd. Office at: Unit no. A 002, inxt City Centre Ground
Floor Block A Sector 83, Vatika India Next, Gurugram

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Sukhbir Yadav (Advocate)
Sh. Anshul Sharma (Advocate)

Complainants
Respondent

ORDER

1. The present complaint dated has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, 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 obligations, responsibilities and functions under the proviso

of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name and location of the project	"Vatika Business Park" formerly known as "Vatika Technology Park", Sohna Road, Gurugram
2.	Project area	6.88 Acres
3.	Nature of Project	Commercial Complex
4.	DTCP license no. and validity status	Not Available
5.	Rera registered/ not registered and validity status	Un-Registered
6.	Allotment letter dated	24.03.2006 [Page 37 of complaint]
7.	Unit no.	519, 5 th floor, Tower-A
8.	Re-allocated unit (31.03.2012)	914, 9 th floor, Block II
9.	Unit Admeasuring	1000 sq. ft. (super area)
10.	Developer-Buyer's Agreement	24.03.2006 (page 39 of complaint)
11.	Possession Clause	Clause(C) <i>The developer assures that the construction of the project shall be completed in all respect on or before 31.03.2007. The flat would be ready for occupation within 30 days of such completion.</i>

12.	Committed Return by the Developer (Assured Return)	Since the flat would be completed and handed over by 01.04.2007 and since the allottee has paid the entire sale consideration on signing of this agreement, the developer hereby undertakes to make a payment of Rs 32/- per sq. ft. super area being sold, every calendar month to the allottee as a committed return during construction period, which the allottee duly accepts. It is hereby specifically clarified that the committed return would be paid by the developer upto 31.03.2007 or in the event of any delay in completion of the project, upto the date of handing over of completed flat to the allottee. (page 43 of the complaint)
13.	Return on completion of the project and letting out of space	M(h) That on the completion of the project, the space would be let out by the developer at his own cost to a bonafide lessee at a minimum rental of Rs 32/- per sq. ft. per month less income tax at source. In the event of the developer being unable to finalise the lease arrangements, it shall pay the minimum rent at Rs 32/- per sq. ft. to the allottee as Minimum Guaranteed Rent for first 36 months after the date of completion of the project or till the date the said flat/space is put on lease, whichever is earlier.
14.	Due date of possession	01.04.2007 (as per possession clause in BBA)
15.	Conveyance Deed	03.09.2019 (page 61 of the complaint)
16.	Total Sale Consideration	Rs.23,68,000/- (As per BBA on page 41 of complaint)
17.	Total amount paid	Rs.23,68,000/- (As stated by the complainants on page 6 of the complaint)
18.	Occupancy Certificate	Not known (To be ascertained)
19.	Offer of possession	Not Offered

B. Facts of the complaint

3. The complainants have made the following submissions in the complaint:
- i. That the complainants are law-abiding and peace-loving citizens, and residents of Unit No. J-126, Block – J, Saket, Malviya Nagar, South Delhi, Delhi - 110017.
 - ii. That the respondent party Vatika Limited (formerly known as Vatika Landbase Pvt. Ltd.) is a company incorporated under the Companies Act, 1956 having a Registered office at Unit No. A – 002, INXT City Centre, Ground Floor, Block- A, Sector – 83, Vatika India Next, Gurugram, Haryana - 122012, and the project in question is known as “Vatika Business Park”, situated in the revenue estate of village Badshahpur, Sohna Road Sector – 49.
 - iii. That respondent is the owner of the land on which the project “Vatika Business Park” is being developed by the respondent. It is pertinent to mention here that the respondent developed a commercial colony on the land admeasuring 6.88 acres situated at Sector-49, Sohna Road Gurugram, and the DGTCP has granted a license to the respondent for the development of said land vide Licence No. 406 of 2006 dated 18.12.2006.
 - iv. That in March 2006, the complainants received a marketing call from the office of the respondent for booking in a commercial project being developed by the respondent in the name of “Vatika Business Park”, situated in Sector – 49, Sohna Road, Gurugram. The respondent party showed a rosy picture by stating that this meticulously planned project offers a seamless mix of shopping, F&B, entertainment, leisure, living, and business, making it an ideal destination for the dynamic community of the city. Among its exceptional offerings are serviced apartments, providing a perfect blend of comfort and luxury with world-class amenities. Additionally, boasts an array of retail shops and smart suites office spaces, creating an enticing investment opportunity. The prime location on Golf Course Extension

Road ensures high returns on investment as it is surrounded by premium residential developments and allured the complainants through their lucrative advertisements.

- v. Thereafter, the complainants visited the office of the respondent as well as the project site, and being allured by the representations of the marketing staff of the respondent party, the complainants decided to book a commercial unit in the said project.
- vi. That being relied on representation & assurances of the respondent, the complainants booked a unit bearing no. 519 on the 5th Floor in Tower - A admeasuring 1000 Sq. Ft. super area for a total sale consideration of Rs. 23,68,000/- in Vatika Business Park project and paid entire sale consideration of Rs. 23,68,000/-. It is pertinent to mention here that the respondent assured that the unit would be completed and ready for lease by 31.03.2007. Accordingly, the complainants would be paid lease rental @ Rs. 32 per sq. ft. of space w.e.f. 01.04.2007 and in the event the premises are leased any time after 01.04.2007, the respondent shall pay the rentals as per the agreed terms specially covered under clause p(h) of BBA.
- vii. That on 24.03.2006, a pre-printed, arbitrary, unilateral, and ex-facie builder buyer agreement was executed inter-se the complainants i.e., Anshumala Verma & Anant Chandra Verma and the respondent party. It is pertinent to mention here that after going through the arbitrary clauses of the said BBA, the complainants came to know for the first time that the respondent is not going to give them physical possession of the unit booked by them, and by the investment made by the complainants in the project of the respondent shall give the virtual ownership of the unit to the complainants. It is important to note here that the complainants raised their objections and asked the respondent to change those arbitrary clauses, however, the respondent said

that there is no mechanism of alteration in the clauses of the BBA, therefore, you have to sign the said BBA as it is, and in case you wish to withdraw from the project then in that state of affairs, the earnest money paid by you shall be entirely forfeited. It is pertinent to mention here that the complainants have no other option left in his hands but to continue with the project, therefore, they have to sign the said BBA under compelling circumstances. That as per the possession clause of the said BBA i.e., Clause C, the respondent was obligated to give possession of the complainant's unit by 31st March 2007. It is relevant to note here that as per all the clauses mentioned herein, the complainants have the exclusive right to use the unit for all purposes. It is relevant to note here that as per the said BBA, the total consideration of the complainant's unit is Rs. 23,68,000/-.

- viii. That on 25.03.2011 the respondent sent a letter to the complainants regarding the reallocation of their unit. It is apposite to mention here that the respondent without the consent the complainants changed their unit and allocated a new unit bearing no. 914 on the 9th Floor in Tower – B measuring 1000 Sq. Ft.
- ix. It is crucial to highlight here that it has also been agreed between the complainants and the respondent that the respondent shall lease out the unit of the complainants, and the complainants shall get the rental income from their unit. It is further pertinent to mention here that as per clause P(h) of the BBA dated 24.03.2006, the complainants have fully authorized the respondent to lease out their unit.
- x. That after a lapse of more than 5 years, the respondent sent a letter on 31.03.2012 regarding the leasing of the complainant's unit and intimating that the respondent has successfully executed a lease of 22,521 Sq. Ft. It is pertinent to mention here that as per the said letter, the respondent pretended that they had arranged a lease for the complainant unit with "M/s Stryker

Global Technology Center Pvt. Ltd.” It is further pertinent to mention here that the respondent informed that intending lessee and the deal with the said intended lessee was structured around a mix of minimum guarantee rental and revenue share with some exceptions. It is relevant to note here that as per the said letter, the deal of lease was decided for 9 years from the date of commencement of the lease.

- xi. That on 31.03.2019, the complainants sent a letter to the respondent and raised their grievance regarding the non-payment of the monthly lease rental and asked the respondent to give the vacant and peaceful possession of the unit. It is relevant to mention here that as per the Lease Deed dated 20.12.2018 with M/s Stryker Global Technology Center Pvt. Ltd., the complainants were supposed to receive monthly rent as contemplated under the lease deed. However, on the contrary from Jan 2019 till March 2019 the complainants have not received any lease rental towards their unit. That it is highly important to note here that the respondent intimated the complainants regarding leasing out their unit to M/s Stryker Global Technology Center Pvt. Ltd. following the terms and conditions of the above-stated Letter dated 31.03.2012, however, the said Lease was executed on 20.12.2018 almost after a delay of 6 years.
- xii. That on 03.09.2019, the conveyance deed for the unit of complainants i.e., commercial unit bearing no. 914 on the 9th Floor in Tower – B measuring 1000 Sq. Ft. was executed inter-se the respondent and the complainants and was registered at the office of the Sub-Registrar, Badshahpur, Gurugram. It is relevant to note here that after the registration of the said conveyance deed, the complainants asked the respondents to give physical possession of their unit, but the respondent mentioned that “the respondent has handed over symbolic/notional possession of their unit and the complainants shall not be

entitled to take the actual physical possession of their unit during the lease period. However, they have ownership of the said Unit which means the respondent did not give the absolute rights, and usage rights to the complainants for their unit. It is pertinent to mention here that the said conveyance deed is merely a charge which defines that the unit in question is registered on the names of the complainants, however, the complainants have no right to use their property/commercial unit according to their free will. It is further pertinent to mention here that conveyance deed is an instrument that simply means the transfer of property from one party to another, however, even after the registration of the above-stated conveyance deed, the respondents did not transfer the unit of the complainants to them by giving them the physical possession.

- xiii. That on 06.06.2024, the complainants received an email from Enviro Integrated Facility Services Pvt. Ltd. asking the complainants to pay the CAM/maintenance charges from 01.08.2022 to 31.05.2024 amounting to Rs. 5,30,290/- against their unit. Relevant to mention here that since the respondent has not handed over the physical vacant possession to the complainants nor the respondent has been paying the lease rental since July 2022 therefore the complainants are not obligated to pay the maintenance charges against the unit.
- xiv. That the complainants made several requests to the respondent to give the physical possession of their unit and to make the payment of the outstanding rental income since it has been more than 5 years since the registration of the conveyance deed, and the complainant's using the unit after the cancellation/termination of the first lease arrangement with "M/s Stryker Technology Center Pvt. Ltd.", relevant to mention here that the till date the respondent has not paid full rental income to the complainants as per the

- agreed terms of the BBA. It is further pertinent to mention here that the respondents neither arranged the lease nor handed over the physical possession of the complainant's unit.
- xv. The complainants have been following up with the respondents since long to get physical possession of their unit, but they got nothing but mental harassment as well as financial loss. It is pertinent to mention here that having hope in his heart, the complainants have been sending emails and making requests to get physical possession of their unit telephonically as well as through emails, but all went in vain.
- xvi. It is relevant to note here that the complainants have ownership of the unit in question by virtue of the BBA dated 24.03.2006 and the registered conveyance deed dated 03.09.2019.
- xvii. That the complainants have not given the absolute rights for the unit in question to the respondent. Moreover, the complainants never denied for the physical possession of their unit, even though it is the complainants who have been requesting the respondent to give the physical possession to them. It is germane to note here that whenever the complainants asked about the physical possession of the unit, the respondents kept on saying that they were marketing the area for further leasing and are facilitating the site visits.
- xviii. Since March 2021, the complainants paid several visits to the project site, and office of the respondent and made every possible effort to get physical possession of their unit/flat, but all went in vain.
- xix. That it is a humble request of the complainants in the present complaint that the physical possession of the complainant's unit may kindly be delivered to them since the unit of the complainants has been vacant continuously for more than 2 years, therefore, the complainants are entitled to get the physical possession of their unit.

- xx. That the main grievance of the complainants in the present complaint is that despite the complainants having paid 100% of the actual cost of the unit, the respondent party failed to deliver the physical possession as per the terms of the agreement to sell dated 24.03.2006 and conveyance deed.
- xxi. That due to the acts of the above and the terms and conditions of the builder buyer agreement and conveyance deed, the complainants have been unnecessarily harassed mentally as well as financially, therefore the opposite party is liable to compensate the complainant on account of the aforesaid act of unfair trade practice.
- xxii. That the cause of action for the present complaint arose in March 2006, when one-sided terms and conditions of the "builder buyer agreement" were forced upon the complainants. The cause of action further arose in March 2011, when the respondent without the consent of the complainants changed their unit. Further, the cause of action arose in January 2019 when the respondent defaulted in paying the rental income to the complainants in consonance with the lease deed executed with M/s Stryker Technologies Center Pvt. Ltd. and as per the terms of BBA. The cause of action again arose on various occasions, including on a) July 2022; b) September 2022; c) August 2023 d) September 2023, May 2024, and on many times till date, when the protests were lodged with the respondent party about its failure to handover the physical and payment of the outstanding rental income. The cause of action is alive and continuing and will continue to subsist till such time as this Hon'ble Authority restrains the Respondent Party by an order of injunction and/or passes the necessary orders.
- xxiii. That the complainants being an aggrieved person filing the present complaint under section 31 with the Authority for violation/contravention of provisions of this Act.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - i. To get physical possession of the unit allotted to them unit bearing no. 914 on the 9th Floor, Tower - B in Vatika Business Park.
 - ii. To get an order in their favour by directing the respondent to ask for maintenance until the actual physical handover of the unit.
 - iii. To get an order in their favour by directing the respondent or its nominated maintenance agency not to charge maintenance charges till the actual handover of the possession.
 - iv. To get an order in his favour by directing the respondents to provide a copy of CC.
 - v. To get an order by directing the respondent to register the project with HARERA.
5. On the date of hearing, the authority explained to the respondent /promoter 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.

6. The respondent contested the complaint on the following grounds: -
 - i. That the complaint is liable to be dismissed as the complainants has come before this Hon'ble Authority, with unclean hands and has hidden facts with an attempt to mislead this Hon'ble Authority. The complainants have tried to mislead this Hon'ble Authority by false and frivolous averments.
 - ii. It is submitted that the present complaint is beyond the purview and jurisdictional power of this Hon'ble Authority admittedly the builder buyer agreement was executed in the year 2006 and further conveyance deed in

regards to the property has also been executed by the respondent in favour of the complainant in the year 2019. It is amply clear from the terms of the conveyance deed that the commercial area allotted to the complainant is the part of large undivided area that has been duly approved by the complainant. Further, the clause 2 of the said conveyance deed clearly states that the complainant shall not be able to entitled to take physical possession of the said premises as the said portion of the commercial area which has been allotted to the complainant is part of a larger undivided area which was to be leased out as one space to the prospective lessee and the lease rental so earned shall be divided proportionately between all the owners of the said larger space.

- iii. That the complainant was very well aware of the entire scheme of the project as the said commercial project was launch and marketed with the so intention to give an opportunity to its customers to earn good rental income on their investments. It is pertinent to state that the respondent adhered to the said promise that was made to its customers and gave a return of more than 200% than the investments made by respective investors in the present project namely "Vatika Business Park". That in the present case the complainant has earned a total lease rental of more that Rs. 45 lacs approx. from the said commercial space which is more than twice the original investment of the complainant. However, relief sought by the complainant in the present complaint is non-maintainable as the physical possession was not to be given by the respondent to the complainant at the time of execution of the conveyance deed. however, in the event the complainant is desirous to

get the physical possession of its area from the larger area the complainant has to follow a process that has been set out under the terms of BBA which was executed between the parties.

- iv. That the respondent is not in violation of any provisions of RERA Act and has duly completed all the duties and responsibilities under the terms and conditions of the BBA and subsequent conveyance deed. However, in defiance of the terms of the said documents it is the complainant who has not made the payment of the maintenance charges which as per the terms of the bba and the conveyance deed is duly payable by the complainant. The facts of the matter are that the complainant is trying to avoid making the payment of Rs. 6,08,800/- towards the principal amount due for maintenance and amount of Rs. 1,57,102/- on account of interest with GST pending to the maintenance agency who is taking care of the maintenance and upkeep of the commercial spaces. The present complaint has been filed by the complainant with the sole reason to cover up the dues and payables which the complainant is required to pay to the maintenance agency by making false and baseless allegations on the respondent. The entire complaint of the complainant is a web of lies and the complainant has misused the right granted to a homebuyer under the RERA Act just to arm twist the builder/ respondent so that the complainant is able to extort more money from the respondent.
- v. That the respondent herein has not violate any provision of neither the builder buyer agreement nor the conveyance deed however it is the complainant who is in default of making the payment of the above stated

amount to the maintenance agency against the common area maintenance charges. Therefore, the complaint is not maintainable of the said ground itself.

- vi. Further, it is the admitted fact that the conveyance deed has been duly executed by the respondent in favour of the complainant in the year 2019 and therefore the present complaint is barred by limitation and thus is therefore liable to be dismissed at the said ground itself.
- vii. That the complainant has asked for physical possession of the area allotted by the respondent to the complainant now after more than 6 years from the date of execution of the conveyance deed and the said complainant did not raise the said issue till the date the respondent was providing with lease rental amounts regarding the said premises till the year 2022. That the entire space on the 9th floor of the said project was vacated by the then lessee and thereafter due to after effects of COVID -19 many businesses have been making losses and therefore the said premises was also vacated by the lessee and which impacted the earnings of the complainant from the said area. It is only to arm twist the respondent the complainant is now raising the issue of physical handover of the said area so that the respondent is arm twisted to make a settlement on the dues and payables by the complainant. However, the present case therefore is liable to be dismissed on the said ground itself as the complainant has made prayers which is contrary to the facts and agreed terms and conditions of the agreement between the parties.
- viii. Further, it is submitted that the appropriate remedy available with the present complainant is to agitate its rights before a civil court as the

complaint here is demanding to carve out a space from the larger undivided area of commercial space and admittedly as per the terms of the conveyance deed no physical possession was to be handed over by the respondent to the complainant. Thereof, the complainant has approached this hon'ble Authority with unclean hands and has deliberately hidden series of facts from this Hon'ble Authority with the sole intend to misguide this Hon'ble Authority and to precure order on such false pretexts.

ix. Further, it is the admitted position that the complainant has only made payment of Rs. 23,85,700/- towards the booking of the said commercial space and on the other hand has earned a total lease rental of approx. Rs. 45 lakhs approx. from the said area. Also, the complainant has not made payment of common area maintenance charges to the tune of Rs. 7,65,902/- till date. Thus, the complainant has defaulted in making the payment of the dues as per the terms of the said BBA and therefore such frivolous complaint must be dismissed on the said ground itself.

7. 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 these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee 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) of the Act provides 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.

11. 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. Findings on the relief sought by the complainants.

- F.I To get physical possession of the unit allotted to them unit bearing no. 914 on the 9th Floor, Tower - B in Vatika Business Park.**
F.II To get an order in their favour by directing the respondent to ask for maintenance until the actual physical handover of the unit.

F.III To get an order in their favour by directing the respondent or its nominated maintenance agency not to charge maintenance charges till the actual handover of the possession.

F.IV To get an order in his favour by directing the respondents to provide a copy of CC.

F.V To get an order by directing the respondent to register the project with HARERA.

12. On consideration of the circumstances, documents, submissions made by the parties, the Authority observes that the unit in question was allotted to the allottee vide buyer's agreement dated 24.03.2006. As per clause C of the buyer's agreement, the possession of the subject unit was to be offered by 01.04.2007. However, Conveyance Deed was executed between the parties on 03.09.2019.
13. The complainants remained dormant of their rights for more than 5 years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. No doubt, one of the purposes behind the enactment of the Act was to protect the interest of consumers. However, this cannot be fetched to an extent that basic principles of jurisprudence are to be ignored.
14. One such principle is that delay and laches are sufficient to defeat the apparent rights of a person. In fact, it is not that there is any period of limitation for the Authority to exercise their powers under the section 37 read with section 35 of the Act nor it is that there can never be a case where the Authority cannot interfere in a manner after a passage of a certain length of time but it would be a sound and wise exercise of discretion for the Authority to refuse to exercise their extraordinary powers of natural justice provided under section 38(2) of the Act in case of persons who do not approach expeditiously for the relief and who stand by and allow things to happen and then approach the court to put forward

stale claims. Even equality has to be claimed at the right juncture and not on expiry of reasonable time.

15. Further, as observed in the landmark case i.e., ***B.L. Sreedhar and Ors. Vs. K.M. Munireddy and Ors. [AIR 2003 SC 578]*** the Hon'ble Supreme Court held that "Law assists those who are vigilant and not those who sleep over their rights." Law will not assist those who are careless of their rights. In order to claim one's right, one must be watchful of his rights. Only those persons, who are watchful and careful of using their rights, are entitled to the benefit of law.
16. In the light of the above stated facts and applying aforesaid principles authority is of the view that the present complaint is not maintainable after such a long period of time as the law is not meant for those who are dormant over their rights. The Act has been established to regulate real estate sector and awarding relief in the present case would eventually open pandora box of litigation. The procedure of law cannot be allowed to be misused by the litigants. It is a principle of natural justice that nobody's right should be prejudiced for the sake of other's right, when a person remained dormant for such an unreasonable period of time without any just cause. In light of the above, the complaint stands dismissed.
17. File be consigned to registry.


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.09.2025