

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

Date of Decision: 14.11.2025	
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NAME OF THE BUILDER		Vatika Limited	
PROJECT NAME		"Vatika Express City"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/6078/2024	PI Square Reality LLP V/S Vatika Limited	Rajan Hans (Advocate) Pawan Kumar (Advocate)
2.	CR/6079/2024	PI Square Reality LLP V/S Vatika Limited	Rajan Hans (Advocate) Pawan Kumar (Advocate)
3.	CR/6080/2024	PI Square Reality LLP V/S Vatika Limited	Rajan Hans (Advocate) Pawan Kumar (Advocate)
4.	CR/6081/2024	PI Square Reality LLP V/S Vatika Limited	Rajan Hans (Advocate) Pawan Kumar (Advocate)
5.	CR/6082/2024	PI Square Reality LLP V/S Vatika Limited	Rajan Hans (Advocate) Pawan Kumar (Advocate)

CORAM:

Shri Arun Kumar

Chairman

ORDER

1. This order shall dispose of five (5) complaints titled as above filed before this authority 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Vatika Express City" being developed by the same respondents/promoters i.e., M/s Vatika Limited. The terms and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges along with interest and other.
3. The details of the complaints, reply to status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount and relief sought are given in the table below:

Project Name and Location	"Vatika Express City" situated in Sector- 88-A&B, Gurugram.	
Project Area DTCP License No.	100.87 Acres 94 of 2013 dated 31.10.2013 valid till 31.10.2019	
RERA Registered	Registered	

Possession Clause: -

"The company based on its present plans and estimates and subject to all just exceptions, force majeure and delays due to reasons beyond the control of the company contemplates to complete development of the said residential plot within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in other clauses..."

Occupation certificate: - not obtained

Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of flat buyer agreement	Status of Possession	Total sale consideration and amount paid
1.	CR/6078/2024 PI Square Reality LLP V/S Vatika Limited	Plot no. 11, street no. G-17 300 sq. yds.	12.08.2014	Not offered	TSC: Rs.1,59,85,122/- AP: Rs.36,60,400/-

	DOF 19.12.2024 Reply Not filed				
2.	CR/6079/2024 PI Square Reality LLP V/S Vatika Limited DOF 19.12.2024 Reply Not filed	Plot no. 15, street no. G-17 300 sq. yds.	12.08.2014	Not offered	TSC: Rs.1,52,31,647/- AP: Rs.36,60,400/-
3.	CR/6080/2024 PI Square Reality LLP V/S Vatika Limited DOF 19.12.2024 Reply Not filed	Plot no. 23, street no. G-16 300 sq. yds.	12.08.2014	Not offered	TSC: Rs.1,52,31,647/- AP: Rs.36,60,400/-
4.	CR/6081/2024 PI Square Reality LLP V/S Vatika Limited DOF 19.12.2024 Reply Not filed	Plot no. 25, street no. G-16 300 sq. yds.	12.08.2014	Not offered	TSC: Rs.1,52,31,647/- AP: Rs.36,60,400/-

5.	CR/6082/2024 PI Square Reality LLP V/S Vatika Limited DOF 19.12.2024 Reply Not filed	Plot no. 27, street no. G-16 300 sq. yds.	12.08.2014	Not offered	TSC: Rs.1,59,85,122/- AP: Rs.36,60,400/-
Note: In the table referred above, certain abbreviations have been used. They are elaborated as follows:					
Abbreviation		Full form			
DOF		Date of filing complaint			
TSC		Total Sale consideration			
AP		Amount paid by the allottee(s)			

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement against the allotment of units in the project of the respondents/builders and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/respondents in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case ***CR/6078/2024 titled as PI Square Reality LLP V/S Vatika Limited*** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

7. The particulars of unit details, sale consideration, the amount paid by the complainant, 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 Express City" by Vatika India Next at Sector 88 - A&B, Gurugram.
2.	Project area	100.875 Acres
3.	Nature of Project	Plotted Colony
4.	DTCP license no. and validity status Rera registered/ not registered and validity status	94 of 2013 dated 31.10.2013 Valid up to 31.10.2019 Registered (for Vatika Express City "Expression for Phase-1", area admeasuring 38640.48 sq. mtrs.) Vide registration no. 271 of 2017 dated 09.10.2017 Valid up to 08.10.2022
5.	Unit No.	Plot no. 11, Street no. G-17, Sector-88B. [Page 22 of complaint]
6.	Unit area admeasuring	300 sq. yds. [Page 22 of complaint]
7.	Allotment letter	21.01.2014 [Page 22 of complaint]
8.	Date of buyer agreement	12.08.2014 [Page 25 of complaint]
9.	Possession clause	9. SCHEDULE FOR POSSESSION OF THE SAID RESIDENTIAL PLOT. <i>"The company based on its present plans and estimates and subject to all just exceptions, force majeure and delays due to reasons beyond the control of the company contemplates to complete development of the said residential plot within a period of 48 months from the date of execution of this agreement unless there shall be delay or there shall be failure due to reasons mentioned in other clauses..."</i> [Emphasis supplied]

		[Page 32 of complaint]
10.	Due date of possession	12.08.2018 (Calculated from the date of execution of buyer's agreement)
11.	Total Sale Consideration	Rs. 1,59,85,122/- [As per SOA dated 01.12.2022, Page 54 of complaint]
12.	Amount paid by complainant	Rs. 36,60,400/- [As per SOA dated 01.12.2022, Page 54 of complaint]
13.	Intimation of possession	22.09.2022 (page 64 of complaint)
14.	Occupation certificate	Not obtained

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:
 - i. That the complainant PI Square Realty LLP is an LLP registered under LLP Act, 2008 having registered office at 119, Somdutt Chamber-1 5, Bhikaji Cama Place, New Delhi, South Delhi.
 - ii. That as per Section 2(d) of the Real Estate (Regulation and Development) Act, 2016, complainant falls under the category of "Allottee" and are bound by the duties and obligations mentioned in the said act and are under the territorial jurisdiction of this Hon'ble Regulatory Authority.
 - iii. That the respondent M/s Vatika Limited, is a company incorporated under the Companies Act, 1956 having registered office at A-002, INXT City Centre, Ground Floor, Block -A, Sector -83, Vatika India Next Gurugram.
 - iv. That as per Sec 2(zk) of the Real Estate (Regulation and Development) Act, 2016, respondent falls under the category of "Promoter" and is bound by the duties and obligations mentioned in the said act and is under the territorial jurisdiction of this Hon'ble Regulatory Authority.

- v. That the project in question is known as "Vatika Express City Plots" situated at Sector 88B, Gurugram, Haryana. That unit in question is Plot No. 11, street no. G-17, Block G admeasuring 301.39 sq. yards in Vatika Express City Plots.
- vi. The present complainant, which was earlier known as PI Square Realty Pvt Ltd, made a booking for a plot in the "Vatika Express City Plots". In response, the respondent issued an allotment letter on 21.01.2014, allocating plot no. 11 to the complainant. As part of the booking process, the complainant paid a sum of Rs. 16,50,000/- as the booking amount for the said plot.
- vii. That on date 12.08.2014, A pre-printed one-sided, arbitrary and unilateral builder buyer agreement for allotted unit was executed between respondent and the complainant. That as per clause 9, the respondent had to complete the construction of the plot and handover the possession within 4 years from the date of execution of the agreement. Thus, the due date of possession becomes 12.08.2018. That as per clause 1.2 the total sale consideration of the said plot arrived at Rs. 1,59,85,123/- That on the call of respondents till date complainant has already paid Rs.36,60,400/- i.e. approx. 27.5% of the demanded BSP amount.
- viii. That the complainant has always paid the instalment on time and the last instalment was paid on 20.10.2014 and no further demands has been raised by the respondent till date. That there is a slow progress in the construction of the plot as there are no roads, no streetlights, no sewer/drain till date and the completion time is unknown to the present complainant.
- ix. The complainant has sent numerous emails in the years 2021, 2022, and 2024, as well as made several in-person attempts to contact the respondent regarding the status and possession of the unit. Despite these

repeated efforts and persistent reminders, the respondent has neglected to fulfil their obligations and has failed to provide any meaningful response or resolution to the grievances raised by the complainant

- x. That on 01.12.2022, the respondent sent an email to the complainant requesting payment of the remaining balance, stating that the possession of the unit would be handed over upon receipt. However, when the complainant raised several concerns and issues afterward, the respondent failed to address or resolve them.
- xi. That the grievance of the complainant in the present complaint is that in spite of the complainant having paid approx. 100 % of the amount called up, the respondent has failed to construct the services and deliver the possession of plot.
- xii. That the complainant had purchased the plot with the intention that after purchase, his family would use the plot for their personal use. That it was promised by the respondent party at the time of receiving payment for the plot that the possession will be given as per the terms and condition of the BBA. That the complainant has been duped of its hard-earned money. The representatives of the complainant have been running from pillar to post and have been mentally and financially harassed by the conduct of the respondent.
- xiii. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent party and as such, they are liable to be punished and compensate the complainant.
- xiv. That for the first time cause of action for the present complaint arose on 10.01.2014 original allottee applied in the project by paying the booking amount of Rs.10,00,000/- and further on 21.01.2024 when allotment letter was issued by the respondent and again on 12.08.2014 when a one

sided, arbitrary and unilateral plot buyer agreement was executed between the parties. Further, on 12.08.2018 when the respondent party failed to hand over the possession of the plot as per the buyer agreement.

xv. The cause of action again arose on various occasions, till date, when protests both verbally and through emails and post were lodged with the respondent party about its failure to status and delivery of the project. 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.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - i. To handover the actual, physical, vacant possession of the plot no. 11, street no. G-17, Block G in the above said project to the complainant.
 - ii. To direct the respondents to execute the conveyance deed of the above said unit in favour of the complainant.
 - iii. To direct the respondents to pay delay possession charges with interest as per RERA Act.

D. Reply by the respondents.

10. No reply has been received from respondent with regard to the present complaint despite multiple opportunities already granted. Therefore, the respondent is being proceeded ex-parte and the complaint will be decided as per the documents available on record as well as submissions made by the parties.
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 submission 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) The promoter shall-

(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.

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 complainant at a later stage.

F. Findings on the relief sought by the complainant(s):

F.I To handover the actual, physical, vacant possession of the plot No. 11, street no. G-11, Block G in the above said project to the complainant.

F.II To direct the respondents to pay delay possession charges with interest as per RERA Act.

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. Plot no. 11, Street no. G-17, Sector 88B admeasuring 300 sq. yds. vide allotment letter dated 21.01.2014. Thereafter, a builder buyer agreement was executed between the complainant-allottee and the respondent-promoter on 12.08.2014 at the sale consideration of Rs. 1,59,85,122/- The complainant has paid a sum of Rs. 36,60,400/- towards the said unit.

18. In the present complaint, the complainant intends to continue with the project and are seeking delay possession charges with respect to the subject unit 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 9 of the builder buyer's agreement provides for time period for handing over of possession and is reproduced below:

"9

Subject to all just exceptions, force majeure and delays due to reasons beyond the control of the company contemplates to complete development of the said residential plot within 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 12.08.2014. Therefore, the due date of handing over possession as per the buyer's agreement comes out to be 12.08.2018.

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 provision of 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., 14.11.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

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 A charged at the prescribed rate i.e., 10.85% 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 12.08.2014 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 12.08.2018. 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. 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 12.08.2014 executed between the parties.

28. 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.

29. 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 @ 10.85% p.a. w.e.f. 12.08.2018 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 Direct the respondent to execute conveyance deed as per the agreed terms.

30. 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."

31. 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 after 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:

32. 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., 10.85 % p.a. from the due date of possession i.e., 12.08.2018 till valid offer of possession after obtaining of OC from the competent authority plus two months or actual

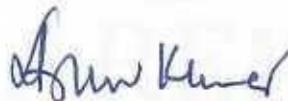
handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- 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 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 complainant 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.

33. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

34. Complaints stand disposed of.

35. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025