

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

Complaint No: 371 of 2025
Date of complaint: 24.01.2025
Date of order: 13.01.2026

Gurugram Twenty One VINXT Resident Welfare
Association

Complainant

Office at: Flat No.- 801, E2 Tower Vatika G 21,
Vatika India Next, Sector- 83, Gurugram-122001.

Versus

1. Vatika Limited

Respondents

Registered Office at: Unit A-002, INXT City
Centre, Ground Floor, Block A, Sector-83, Vatika
India Next, Gurugram- 122012

2. Vatika Hotels Pvt. Ltd.

3. Enviro Integrated Facility Services Pvt. Ltd.

Both having office at: Flat No. 621 A, 6th Floor,
Devika Towers, 6, Nehru Place, New Delhi-110019.

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Karan (Advocate)

Complainant

Shri Venket Rao (Advocate)

Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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

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

A. Unit and project related details

2. The particulars of the project, the details of 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	"Gurgaon21/Next" at Sector 82, 82A, 83, 84 & 85, Gurugram Manesar Urban Complex, Haryana
2.	Rera registered/ not registered and validity status	Not Registered
3.	Application form for allotment w.r.t P-383, in Vatika Tower-C	19.08.2015 [As per page no. 21-26 of the complaint]
4.	Unit No.	GGN 21 E2/01, 8 th Floor, Block-E2 (As per page no. 39 of the complaint)
5.	Unit area admeasuring	1998 sq. ft. [Super Area] (As per page no. 39 of the complaint) 353.06 sq. ft. [Carpet Area] (As per clause B of BBA on page no. 54 of the complaint)
6.	Date of buyer's agreement	10.06.2009 [As per page no. 36 of the complaint]
7.	Possession clause	10.1 Schedule for Possession of the said apartment <i>The company based on its present plans and estimates an subject to all just exceptions, contemplates to complete construction of the said building/ said apartment within a period of three years from the date of execution of this agreement unless there shall be delay or failure due to reasons mentioned in clauses 11.1, 11.2, 11.3 and clause 39 or due to failure of allottee to pay in time the price of said apartment along with all other charges and dues in accordance with the schedule of payments given in Annexure III or as per the demands raised by the company from time to time or any</i>

		<i>failure on part of allottee to abide by any term or condition of this agreement.</i> [Emphasis supplied] (As per page no. 46 of the complaint)
8.	Due date of possession	10.06.2012 (Note: Due date to be calculated 3 years from the date of execution of agreement i.e., 10.06.2009)
9.	Payment Plan	Construction linked (As per page no. 66 of the complaint)
10.	Total Sale Consideration	Rs.66,75,272/- (As per page no. 39 of the complaint)
11.	Amount paid	Rs.61,32,600/- (As per page no. 90 of the complaint)
12.	Occupation certificate	24.10.2016 (As per DTCP website)
13.	Offer of possession	Not on record
14.	Maintenance agreement	25.11.2017 (As per page no. 80 of the complaint)
15.	Conveyance deed	28.03.2018 (As per page no. 91 of the complaint)

B. Facts of the complaint:

3. The complainant has made the following submissions:
 - I. That the complainant / G-21 VINXT Resident Welfare Association is the duly registered residents' welfare association of the owners / residents of the Project - "Gurgaon 21", situated at Vatika India Next, Sector-83, Gurugram. It was duly registered on 05.03.2021 with the District Registrar, Gurugram, Haryana vide Registration No. HR-018-2021-02452. The present complaint is filed by its President, Sh. Pradip Rahi, who has been duly authorized by the complainant Society vide its resolution dated 14.12.2024.
 - II. That the respondent no. 1 is a real-estate developer and the respondent no. 2 and the respondent no. 3 are the sister / associate companies of the respondent no. 1, which have been appointed by it to provide maintenance

services in the project.

- III. That the respondent no. 1 launched, developed and promoted the project from 2007 onwards, subsequent to which, the buyers applied for their respective allotments in the project and the respective apartment buyer's agreements were signed and executed between the flat buyers and the respondent. As per the clause 14.2 of the apartment buyer's agreements signed by the respective allottees of the project, the respondent collected an Interest Bearing Maintenance Security Deposit (IBMSD) @ Rs.50/- per sq. ft. of the super area of the respective apartment. As per the law, the said corpus so collected was supposed to be handed over by the respondent to the complainant Society, as and when it is formed. Pursuant to the said clause, the respondent no. 1 collected an amount of approx. Rs.12 crores as the principal amount from the apartment owners, which further bears interest and hence, as of date, the respondent no. 1 has approx. Rs.23 crores, which it is supposed to handover to the complainant immediately.
- IV. That the project as of date has 12 towers, which have been completed and an additional EWS Block, in addition to the Community Center, Convenient Shopping, Lower and Upper Basement. The respondent no. 1 has received the OCs for Tower B1, B2, C, C3, D, E1, E2, F1, F2 and F3, however, has been unable to receive the OCs for Tower A, C4 and the EWS Block. For the same, a separate litigation is already pending before the Hon'ble Punjab & Haryana High Court in the matter titled as, "G-21 VINXT Resident Welfare Association v. State of Haryana & Ors." bearing CWP No. 13390 of 2024, which is currently sub-judice.
- V. That prior to the registration of the Apartments in favour of respective owners, the respondent no. 1 made them sign one-sided maintenance agreements, appointing the respondent no. 2 and its agencies, including the

respondent no. 3 for providing the maintenance services in the project. The maintenance agreement reiterated the maintenance/IBMSD clause. Further, clause 1 of the said agreement also recorded that the term of the maintenance services shall be for an initial period of 5 years from the date of execution of the said agreement, that shall be renewed for a further term of 4 years, however, the said agreement shall be in place until the handover of the maintenance services to the competent Body/Society/Association by the builder. In view of the above, it is submitted that the term as per clause 1 of the Maintenance Agreement is already over and no further agreement for renewing the original agreement has been signed between the parties, whatsoever. Further, the respondent no. 1 signed and executed the respective conveyance deed(s) with the allottees for their respect units in the project.

- VI. That as the project neared completion, various buyers / residents of the project got together to form their society in order to take care of their interests and also take over the maintenance of the project. The society so formed applied for registration of a society to be called as "G-21 VINXT Resident Welfare Association", which was approved by the District Registrar of Societies vide its letter dated 05.03.2021. Hence, as per the apartment buyer's agreement, the Haryana Apartment Ownership Act, 1983 and specific circulars of the STP, the respondent no. 1 was statutorily bound to handover the maintenance services as well as the corpus collected by it to the complainant Society the day it was formed.
- VII. That during this time, the allottees started to move in their respective units, pursuant to which, they noticed that despite paying exorbitant payments for the maintenance, the upkeep of the project by the respondent/his maintenance agency was extremely poor, due to which, the project required major repair works to be done.

- VIII. That the respondents had got installed prepaid meters of electricity and maintenance in the project, in order to ensure that every resident is compelled to pay the exorbitant charges for maintenance, and non-payment would result in the disconnection of the electricity of their respective units automatically. Resultantly, due to the above shortcomings, various emails were sent on behalf of the residents as well as the complainant to the respondent, however, to no avail.
- IX. That despite charging in excess, the residents of the respondent are facing extreme issues in the maintenance of the project which is in shambles and further despite the occupancy certificate for various towers having being received by the builder/ respondent no. 1, the respondent no. 1 is using the lack of the occupancy certificate for the entire project as a ruse to hand over the maintenance of the project to the complainant as per law.
- X. That no heed was paid by the respondent to the complaints/grievances of the residents of the project, vide a legal notice dated 12.12.2023, the complainant through its (then) counsel, while briefly highlighting the various issues faced by it, called upon the respondents to *inter alia* handover the maintenance and the operations of the complex within 15 days. However, despite receiving the said legal notice dated 12.12.2023, no heed was paid by the respondents.
- XI. That the respondent no. 1 continues to retain the maintenance corpus and also, the maintenance services of the project, wherein, innocent people are suffering at hands of the respondent, whereby, despite categorical directions of the State bodies against the builder multiple times to hand over the maintenance to the RWAs, the respondent no. 1 has deliberately failed to do so and neglected the specific orders and directions. The respondents have no respect for the directions of the State Authorities, leading to a situation where about 964 allottees of the project/Gurgaon 21 are suffering and being

deprived of their basic right to life in light of the inaction of the state bodies who have miserably failed to fulfil and abide by its duties and obligations towards the residents of the project by wilfully violating the law and as a result of the same, the complainant is today heavily suffering. Hence, the present complaint.

C. Relief sought by the complainant:

4. The complainant has sought following relief:
 - i. Direct the respondents to recognize the complainant as the valid Resident's Welfare Association for an each and every purpose.
 - ii. Direct the respondents to hand over the maintenance services *qua* the Tower B1, B2, C, C3, D, E1, E2, F1, F2 and F3 of the project to the complainant.
 - iii. Direct the respondents to furnish the audited account statement of the IBMSD as well as the monthly maintenance funds since the formation of the complainant i.e., 05.03.2021.
 - iv. Direct the respondents to furnish audited account statement of monthly maintenance paid by the residents since the formation of the complainant i.e., 05.03.2021.
 - v. Direct the respondents to hand over the IBMSD to the complainant with immediate effect.
 - vi. Direct the respondents to delink the prepaid maintenance meter from electricity.
 - vii. Direct the respondents to transfer the physical possession of all the assets being used to run various services in the complex.
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.

6. 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.

D. Reply by the respondent:

7. The respondent has contested the complaint on the following grounds:
- I. That the complainant Association had filed a *Civil Writ Petition No. 13390 of 2024* titled as "*G-21 VNXT Resident Welfare Association Vs State of Haryana & Ors.*" seeking relief against the state and the respondent to expedite the process of granting the occupation certificate in favour of the respondent regarding the towers of the project in question. It is submitted that despite compliance of all the requisite formalities by the respondent company, the state failed to grant OC for the remaining towers. On query from the Association, the respondent apprised the said fact to them.
 - II. That before the Hon'ble Punjab and Haryana High Court, the Department of Town and Country Planning (DTCP), Government of Haryana, Chandigarh, had filed a report pointing out that there are few defects which are required to be rectified prior to grant of OC.
 - III. That furthermore, the Hon'ble Punjab and Haryana High Court, while deciding the matter vide order dated 23.09.2025 had directed the respondent no. 1 to submit a compliance report regarding the rectification of the defects within a period of 4 months from the date of order dated 23.09.2025, i.e., by 23.01.2026. Thus, the issue of grant of OC for the pending towers is pending sub-judice and the respondent no. 1 is making all possible efforts to rectify all defects to obtain OC. That thereby,

- till the time the OC for all the towers is obtained, no order may be passed by the Authority.
- IV. That the present complaint filed by Gurugram Twenty-One VINXT Resident Welfare Association before the Hon'ble Authority under reply is a bundle of lies, proceeded on utterly risible grounds and is filed without any cause of action and is hence liable to be dismissed.
- V. That the complainant has filed the present complaint with oblique motive of harassing the respondent no. 1 and to extort illegitimate claims, while making absolute false and baseless allegations against respondent no. 1.
- VI. That the complainant has not approached the Ld. Authority with clean hands and has suppressed the relevant material facts. It is submitted that the complaint under reply is devoid of merits and the same should be dismissed with cost.
- VII. That the complainant does not represent the interest of all the allottees in the project combined. It is humbly stated that out of total 943 unit-holders, the present complainant only consists of approximately 400 members.
- VIII. That thereby, in consonance to the same, approximately 400 members of the project are part of the complainant Association, which hardly consists of 42% of the total allottees in the project. Thereby, it is submitted that the alleged claims of the complainant do not represent the entire body of allottees for the project and the contentions of the complainant is one-sided, unjustified and has been made just to enrich themselves off the respondent no. 1.
- IX. That the Resident's Welfare Association (complainant) have malafidely failed to provide the list of allottees of the project who are a part of the complainant Association, thereby raising a question as to the legitimacy

of the said Association and whosoever is a member of the same. An apartment buyer's agreement was executed between one Ms. Nidhi Gakhar Koppole and respondent no. 1 on 10.06.2009. However, it is not stated and proven on behalf of the complainant as to whether Ms. Nidhi Gakhar Koppole is part of the complainant Association or not.

- X. That in G-21 VINXT Residents Welfare Association Resolution dated 14.12.2024, it has clearly been stated in the By-Laws of the said Resolution at rule 12 that the complainant may sue or get sued in the name of the President and/or General Secretary of the Association. However, the complainant Association has failed to comply its own By-Laws and have filed the present complaint in the name of the Association itself.
- XI. That the respondent no. 1 is not company/ agency which is involved with the maintenance of the project "Gurgaon 21/Next". Respondent no. 1 was simply the developer of the project and has no relation to the maintenance of the project.
- XII. That since the reliefs being claimed by the complainant are regarding the handing over the maintenance services, it is peccadillo and unqualified for the complainant to even include the respondent no. 1 in the memo of parties in the present complaint.
- XIII. That the same has been highlighted in the ABA dated 10.06.2009, which has been duly signed by one Ms. Nidhi Garhar Koppole and respondent no. 1, at clauses 14.1. In accordance to the said clause, the respondent no. 1 is not liable for any events which have occurred with regard to the maintenance in the said project, and resultantly, the inclusion of the respondent no. 1 in the present complaint is to be outlawed.

- XIV. That the respondent no. 1 had duly fixed maintenance agencies in the form of M/s Vatika Hotels Pvt. Ltd. (Respondent no. 2) and M/s Enviro Integrated Facility Services Pvt. Ltd. (Respondent no. 3), who have duly complied with the relevant provisions of the RERA, 2016.
- XV. That as per Section 17 of the RERA, 2016, the promoter, after the registration of the conveyance deed in favour of the allottee, shall hand over the possession of the plot/apartment/building, and the promoter shall hand over the common areas to the association of allottees within three months from the date of issue of occupancy certificate. Furthermore, in the said section, it is also stated that post obtaining of the occupation certificate, it is essential for the promoter to hand over physical possession and necessary documents/plans, including the common areas to the association of allottees within 30 days post obtaining the completion certificate.
- XVI. That thereby in furtherance to the same, it may be stated that the respondent no. 1 cannot handover the common areas to the association of allottees within 3 months from the date of grant of occupation certificate, without obtaining the occupation certificate in the first place. Furthermore, the promoter cannot handover the common areas to the association of allottees within 30 days after obtaining of completion certificate, if the completion certificate is not received.
- XVII. That in consonance to the same, it may be submitted that without the complete list of members of the complainant Association, it is difficult to ascertain whether the members of the complainant Association fall within the towers which do not have the occupation certificate as on date, or whether the Towers have occupation certificate.

- XVIII. That the maintenance is to be provided for all common areas and the same shall be handed over to the association of allottees only after the obtaining of occupation certificate and completion certificate, which are yet to be received by the respondent no. 1 for the project.
- XIX. That according to the maintenance agreement dated 25.11.2017, executed between the complainant and the respondent no. 2, and the other respondent(s) as associates to the respondent no. 2, states at clause 1 that the maintenance services are to be provided by the maintenance agency for 5 (five) years from the date of execution of the maintenance agreement and shall be renewed for 4 (four) more years post that, and the said maintenance agreement shall be in place till the maintenance services are handed over to the association of allottees.
- XX. That in accordance to the said clause 1 of the maintenance agreement, it is stipulated that for a period of 5 years and 4 years thereafter, the maintenance services are to be provided by the respondent no. 2. However, the present complaint has been filed on 22.01.2025, as is relevant from Proforma-B, which is even before the completion of the said period of 9 years (5 initial years and till date the maintenance is being done by respondent no. 3). That thereby the filing of the complaint is faulty at the very onset and is liable to be dismissed in limine.
- XXI. That it is humbly submitted that the OC of only two towers, namely Tower A and C4 have not yet been granted OC, and respondent no. 1 has, duly filed an application for the grant of OC in that regard on 19.07.2017 due to subsequent developments, including the introduction of a sale circular D-14/2018 and the passing of the order dated 30.10.2019 by the DTCP posed unforeseen legal hurdles in the grant of OC. The complainant had filed a Writ before the Hon'ble Punjab and Haryana High Court for

the grant of OC and allied reliefs, bearing no. CWP 13390 of 2024, titled as "G-21 VINXT RWA Vs State of Haryana & Ors.", and the said petition was disposed of directing the respondent no. 1 to remove the deficiencies as was pointed out by the DTCP.

- XXII. That according to the conveyance deed dated 28.03.2018, duly signed by one of the allottees in the project and the respondent(s), it is clearly stated at clause 8 of the said conveyance deed that the allottees shall be liable for all the due payments, including the payment of monthly maintenance charges, maintenance security deposit (MSD) with the maintenance company.
- XXIII. That the complainant Association has vested interest seeking the handing over of the maintenance of the project and the deposited IFMS/IBMS charges. One of the instances of the same is forceful erection of a temporary boundary wall with the motive to grab the land allocated for building nursery school, which is not a part of the project. Furthermore, the complainant has also unlawfully initiated and completed the establishment of a temple (Shivling) on the land space earmarked as per layouts for commercial shops/retail walkways. The respondent no. 1 has already filed a Civil suit bearing no. CS-1971-2024 for the permanent and mandatory injunction against the complainant. The complainant had forcibly, and without the consent of respondent no. 1 had undertaken to construct the said temple.
- XXIV. That the said complainant has violated clauses 11 and 12 of the conveyance deed dated 28.03.2018, whereby it is clearly agreed between the parties and stated that the complainant does not have the right to make any erections/structures. To conclude this particular rebuttal, it is pertinent to mention that till the date of actual handing over of

maintenance of the project to the duly appointed Resident's Welfare Association takes place, any decision with regards to construction/addition is bad in law and facts of the present complaint.

XXV. That since no cogent evidence/proof has been annexed by the complainant with regards to the said deed of apartment of each member of the complainant Association, it cannot be ascertained at the onset as to whether the apartment owners can claim legal ownership of their individual units or not.

E. Jurisdiction of the Authority

8. 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

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

E.II Subject matter jurisdiction

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.

9. 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. Maintainability of the complaint.

10. In the present complaint, the complainant is a Gurugram Twenty-One VINXT Resident Welfare Association seeking reliefs of recognizing the complainant as the valid Resident's Welfare Association for an each and every purpose, hand over the maintenance services *qua* the Tower B1, B2, C, C3, D, E1, E2, F1, F2 and F3 of the project to the complainant, furnish audited account statement of monthly maintenance paid by the residents since the formation of the complainant i.e., 05.03.2021 and to delink the prepaid maintenance meter from electricity etc.
11. The respondent in its reply dated 02.12.2025 mentioned that Association consists 943 residents in total out of which only 400 residents are included in the present complaint as a part of complainant Association which is merely 42% of the total residents. He further stated that on 28.03.2018, the conveyance deed was duly signed by one of the allottees in the project and the respondent(s), it is clearly stated at clause 8 of the said conveyance deed that the allottees shall be liable for all the due payments, including the payment of monthly maintenance charges, maintenance security deposit (MSD) with the maintenance company. Moreover, the complainant has violated clauses 11 and 12 of the conveyance deed dated 28.03.2018, whereby it is clearly agreed between the parties and stated that the complainant does not have the right to make any erections/structures.

12. In the present complaint, the complainant Association is seeking relief which does not fall under the Act, 2016 and moreover the conveyance deed has been executed in favour of the allottees w.r.t to the unit number which has been mentioned in the present complaint.
13. This Authority further observes that the procedure of law cannot allow the litigants to avail more than statutory rights in cases where the conveyance deed has already been executed between the parties and vide which the complainants have relinquished their claims on its execution.
14. In the light of the above stated facts and applying aforesaid principles, the Authority is of the view that the present complaint is not maintainable as the relief sought by the complainant Association does not fall under the Ambit of the Act, 2016. Consequently, the present complaint is not maintainable under the provisions of the Act. Thus, the present complaint is dismissed accordingly.
15. Complaint as well as applications, if any, stand disposed off accordingly.
16. File be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 13.01.2026