BEFORE RAJENDER KUMAR, ADJUDICATING OFFICER, HARYANA REAL ESTATE REGULATORY AUHORITY, GURUGRAM

Complaint No. 3106-2024
Date of Decision: 16.10.2026

Apurv Sharma & Anant Sharma, Rs/o A-1701, The Vilas DLF Phase 2, Sector-25, Gurgaon, Haryana-122002.

....Complainants

Versus

i. Vatika One On One Private Limited, registered office at Vatika Business Centre, Thapar House, 3rd Floor Eastern & Central Wing, Gate No. 1, 124 Janpath Road, Connaught Place, New Delhi-110001.
ii. Vatika Limited, Registered Office At: Unit No. A-002, INXT City Centre, Ground Floor, Block A, Sector-83, Vatika India Next, Gurugram, Haryana-122012.

....Respondents

APPEARANCE

For Complainants:	**Mr. Chaitanya Singhal, Advocate**
For Respondents:	**Mr. Shivaditya Mukherjee, Advocate.**

ORDER

This is a complaint, filed by Apurv Sharma & Anant Sharma (allottees), under Section 31 of The Real Estate (Regulation and Development), Act 2016 (in brief Act of 2016), against Vatika One On One Private Limited etc. (promoters).

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2. Briefly stated, according to complainants, on 28th March, 2016 they booked a commercial unit measuring 500 sq. ft., in respondent's Project "Vatika One On One" located in Sector-16, Gurugram, Haryana and filed an application/booking form and paid a sum of Rs.43,04,438/- to the respondent as 100% advance towards purchase of commercial unit. The Builder Buyers Agreement (BBA) was signed and executed on 11.05.2016.

3. That the respondent started paying the monthly assured returns to the complainant from April 2016, after the complainant paid the entire basic sale consideration amount to respondents and the last assured return amount was received in September, 2018 for the month of August, 2018.

4. That on 12th April, 2016 they (complainants) received allotment letter from the respondent. In terms of the allotment letter, the respondent had allotted commercial Unit no. 306 located on 3rd floor, Block-2 in aforesaid project, for a total sale consideration (including E.D.C. & I.D.C) was Rs.41,25,000/-.

5. That the respondent has not paid the assured return to them (complainants) from September 2018 till date. The respondent is liable to pay assured return at agreed rate of Rs.151.65/- per sq. ft. on super area of

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500 sq. ft. from September 2018 till the completion of building i.e. till the receipt of O.C. (Occupation Certificate).

6. That on 24th December 2019, the respondent sent an e-mail along with the copy of draft addendum to the BBA but they (complainants) after going through the same did not sign it since several clauses were substituted. On 11th September, 2021, the respondent sent an e-mail stating that they had received occupation certificate (OC) on 06th September 2021 from the concerned D.T.C.P. Department. However, the respondents did not attach the copy of OC in their e-mail.

7. That the respondent imposed illegal charges like cost escalation upon them (complainants) at the time of allotment. The maintenance charges levied by respondents are illegal and wrong and are liable to be quashed. The respondents raised demand and several bills upon them (complainants) on account of illegal charges.

8. That the respondent has neither offered possession of unit to them (complainants) till date nor executed conveyance deed of their unit. They (complainants) have paid 100% of amount towards sale consideration at the time of booking but did not get their unit, within agreed time. The respondents have miserably failed in completing the construction of the building and in handing over the possession of the unit

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of them (complainants) in accordance with the agreed terms and committed breach of the agreed terms between the parties.

9. Citing the facts as mentioned above, the complainants have prayed for following reliefs: -

i. To direct the respondent to pay a sum of Rs.10 lakhs towards mental harassment and mental agony for not completing and delivering the possession of booked unit and non-payment of assured return and lease rental;
ii. To direct the respondent to pay compensation @ 6% P.A. on the amount paid by the complainant to the respondent as per the HRERA Appellate Tribunal judgment annexed as Annexure P-14;
iii. To direct the respondent to pay a sum of Rs.3,20,000/- towards litigation cost for filing cases before Authority and Adjudicating Officer;
iv. To direct the respondent to pay a sum of Rs.35,000/- incurred towards travelling cost for coming to RERA, Gurgaon regularly from Delhi to attend the court proceedings;
v. To pass any other order/reliefs as it may deem fit.

10. The respondents contested the complaint by filing a written reply. It is averred that the nothing contained in the preliminary objections and in the reply on merits below may, unless otherwise specifically admitted, be deemed to be direct and tacit admission of any of the averments/allegations.

11. That as per agreement so signed and acknowledged by the respondent herein provided and estimated time period of 48 months for completing of the construction for the project and the same could not be

proceeded further and was stopped in the mid-way due to various hindrances in construction of the project, which were unavoidable and purely beyond the control of the respondents.

12. That no compensation can be granted to the complainants prior to the issuance of an order in the matter pending before the Authority. The escalation charges are to be paid by the buyer. The complainant ought to be entitled for relief of compensation only in certain circumstances.

13. Stating all this, respondents prayed for dismissal of the complaint.

14. Both of the parties filed affidavits in support of their claims. I have heard learned counsels appearing for both of parties and gone through the evidence adduced by the parties.

15. Admittedly, the complainants approached the authority by filing a complaint No. 3104 of 2024. Said complaint has been decided by the authority vide order dated 21.11.2025. Copy of such an order has been put on file. The authority has directed the respondent to pay amount of assured return at the agreed rate i.e. Rs. 151.65 per sq. ft. on monthly basis from the date of agreement till completion of construction of the building i.e. till 06.09.2021 and Rs. 130 per sq. ft. for monthly basis for up to three

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years of date of completion of the building or the said unit is put on lease whichever is earlier. At the same time, respondent was directed to execute conveyance deed of allotted unit within three months from the date of order after final offer of possession and upon payment of requisite stamp duty by the complainant.

16. According to learned counsel for the complainants his clients have already paid for stamp duty but the respondents are not ready to execute the conveyance deed. The Authority after considering documents available on record and submissions made by the parties was satisfied that the respondent is in contravention of provisions of act of 2016. It is not disputed during allegations and also noted by the authority that OC in respect/project has already been received by the respondent from the competent authority. As per Section 17(1) of Act of 2016 respondent is obliged to execute conveyance deed within three months from the date of issue of occupation certificate. According to Section 18(3) if the promoter fails to discharge any other obligations (obligation other than mentioned in sub-Section 1 and sub Section 2 of Section 18) imposed on him under this act or the rules or regulations made thereunder or in accordance with the terms and conditions of the agreement for sale, he shall be liable to pay such compensation to the allottees, in the manner as provided under this

act. When respondents failed to discharge their obligation imposed by the Act as well as by the agreement for sale. Same are liable to compensate the complainants.

17. As per Section 72 of the Act, the Adjudicating Officer has to take into account following factors, while adjudging amount of compensation----

(a) the amount of disproportionate gain or unfair advantage, wherever quantifiable, made as a result of the default;

(b) the amount of loss caused as a result of the default;

(c) the repetitive nature of the default;

(d) such other factors which the adjudicating officer considers necessary to the case in furtherance of justice.

18. Although it appears that the respondents have not gained any benefit/profit or unfair advantage by not executing conveyance deed, but when the respondents failed to perform the act which they were obliged to do under the act or agreement between the parties, same have to compensate the buyers in whose favour the act i.e. execution of conveyance deed etc. was to be performed. As mentioned above, the authority had directed the respondents to execute conveyance deed within

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three months of order, which respondents failed to do. The respondents are first directed to pay a notional compensation of Rs. one lakh to the complainants, failing to discharge their obligation.

19. The complainants can approach for further compensation, if respondents fail to execute conveyance deed, within three more months of this order.

20. According to the complainants, the respondents levied escalation charges at rate 1080 per sq. ft, which is illegal. No such charges were allowed to be levied in BBA. Similarly, the respondents levied maintenance charges before giving possession. The promoter has no right to levy maintenance charges unless possession (physical or notional), as the case may be is handed over to the allottee. It is pointed out that unit in question is a commercial unit and respondents ~~have~~ had agreed to lease it out on behalf of allottees. The day on which the unit is leased out, same can be presumed to be a notional possession, in favour of complainant/allottee in the absence of any other evidence of handing over the possession. The respondent is thus directed to repay amount ~~levied~~ collected in the name of maintenance charges till actual or notional possession is handed over to allottees/complainants.

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21. Similarly, levy of escalation charges, which was not agreed between the parties ~~legally~~ is wrong. The respondents are directed to repay said amount. All those amounts are to be repaid as compensation alongwith interest at rate 11% per annum from the date, same were collected by the respondents till amounts are repaid.

22. The complainants have sought compensation of Rs. 10 lakh towards mental harassment and agony. Apparently, when respondents did not execute conveyance deed despite order of the authority and also despite obligation imposed upon them by the Act and further they (respondents) levied escalation charges which were not allowed by the builder buyer agreement, all this caused mental harassment and agony to the complainants. Amount of Rs. 10 lakh appears to be excessive. Complainants are allowed a sum of Rs. one lakh as compensation on this count.

24. The complainants further requested for compensation in forum of interest @ 6% per annum on the amount paid by them as per

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order of Appellate Tribunal. It is not clear as what was order of the Appellate Tribunal. Even then, no such amount of compensation can be granted for allegedly violating any other order passed by the Appellate Tribunal, which is not even part of the record or shown to this forum. Request in this regard is declined.

25. Complainants further requested for a sum of Rs. 3,20,000/- towards litigation cost for cases filed before the authority and the adjudicating officer. This forum cannot grant litigation cost for any case filed before the authority. Apparently the complainants are represented by an advocate in this case, same are allowed a sum of Rs. 50,000/- as litigation cost.

26. The complainants further requested for a sum of Rs. 35,000/- towards travelling cost for coming to Gurugram from Delhi to attend this case. This relief sought by the complainants is remotely connected to this case. Personal appears of complainants was never required. No reason to

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allow any travelling expenses even if incurred. Prayer in this regard is also declined.

27. Complaint in hands is thus disposed of. Respondents are directed to pay amounts of compensation mentioned above, alongwith interest at rate 11% per annum from the date of this order till realization of amount.

28. File be consigned to record room.

Announced in open court today i.e. on 16.10.2026.

(Rajender Kumar)
Adjudicating Officer,
Haryana Real Estate Regulatory Authority, Gurugram.

Present: Mr. Chaitanya Singhal, Advocate for complainant.
Mr. Shivaditya Mukherjee Advocate for respondent

Complaint is disposed of, vide separate order today.
File be consigned to record room.

(Rajender Kumar)
Adjudicating Officer,
16.10.2026