BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of Decision: 08.10.2026

Name of the Builder		Vatika Ltd. Enviro Integrated Facility Services Private Limited	
Project Name		Vatika Business Park	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/3132/2025	Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited	Harshit Goyal (Complainants) Dhruv Dutt (Respondents)
2.	CR/3209/2025	Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited	Harshit Goyal (Complainants) Dhruv Dutt (Respondents)
3.	CR/3138/2025	Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited	Harshit Goyal (Complainants) Dhruv Dutt (Respondents)
4.	CR/3213/2025	Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited	Harshit Goyal (Complainants) Dhruv Dutt (Respondents)
5.	CR/3212/2025	Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited	Harshit Goyal (Complainants) Dhruv Dutt (Respondents)

CORAM:	
Phool Singh Saini	**Member**

ORDER

1. This order shall dispose of all the 5 complaints titled as above filed before this authority in form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of

the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Vatika Business Park" at Sector 49, Gurugram being developed by the respondent/promoter i.e., Vatika Limited. The terms and conditions of the builder buyer's agreement and lease deed fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to pay lease amount with interest, pay security deposit amount alongwith interest, provide bank account statement of lease amount received, supply copy of lease deed etc.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, offer of possession, total sale consideration, amount paid up, and reliefs sought are given in the table below:

Project: "Vatika Business Park" at Sector 49, Gurugram							
Possession clause - 10. Possession The developer has with the execution of this agreement handed over to the allottee national and symbolic possession of the said space, and hereinafter the allottee shall be deemed to in possession of the said space for all purposes.							
1. Due date of handing over of possession- Cannot be specified 2. Occupation certificate- 30.12.2010 3. RERA registration – Not Registered							
Sr. No.	Complaint no./title/ date of filing complaint	Application of dismissal and Reply Status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement	Due date of possession & Offer of possession	Total sale consideration and amount paid by the Complainant (s)	Relief Sought

1	CR/3132/2025 Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited DOF-11.07.2025	Application for dismissal received on 12.11.2025 Reply received on 01.10.2026	340, 3rd floor 598.04 sq. ft. (Super area) (Page 23 of complaint)	19.11.2009	Cannot be specified Offer of possession- Not offered	TSC: Rs.17,94,120/- Page 23 of complaint) AP: Rs.17,94,120 /- (As stated by the complainant at page 12 of complaint)	Pay pending lease amount , pay security deposit, supply copy of lease deed, provide bank account statement of lease amount received , pay security deposit alongwith interest from lease deed executed with Estisalat DB Telecom Private Limited, Declare maintenance invoice unlawful and illegal, execute conveyance deed, maintain status quo and for non creation of 3rd party rights.
2	CR/3209/2025 Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited DOF-11.07.2025	Application for dismissal received on 12.11.2025 Reply received on 01.10.2026	341, 3rd floor 598.04 sq. ft. (Super area) (Page 24 of complaint)	05.01.2010	Cannot be specified Offer of possession- Not offered	TSC: Rs.17,94,120/- (Page 24 of complaint) AP: Rs.17,94,120 /- (As stated by the complainant at page 12 of complaint)	Pay pending lease amount , pay security deposit, supply copy of lease deed, provide bank account statement of lease amount received , pay security deposit alongwith interest from lease deed executed with Estisalat DB Telecom Private Limited,

							Declare maintenance invoice unlawful and illegal, execute conveyance deed, maintain status quo and for non creation of 3rd party rights.
3.	CR/3138/2025 Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited DOF-11.07.2025	Application for dismissal received on 12.11.2025 Reply received on 01.10.2026	343, 3rd floor 801.65 sq. ft. (Super area) (Page 23 of complaint)	02.12.2009	Cannot be specified Offer of possession- Not offered	TSC: Rs.24,04,950/- (Page 23 of complaint) AP: Rs.24,04,950 /- (As stated by the complainant at page 12 of complaint)	Pay pending lease amount , pay security deposit, supply copy of lease deed, provide bank account statement of lease amount received , pay security deposit alongwith interest from lease deed executed with Estisalat DB Telecom Private Limited, Declare maintenance invoice unlawful and illegal, execute conveyance deed, maintain status quo and for non creation of 3rd party rights.

4	CR/3213/2025 Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited DOF-11.07.2025	Application for dismissal received on 12.11.2025 Reply received on 01.10.2026	344, 3rd floor 801.65 sq. ft. (Super area) (Page 23 of complaint)	19.11.2009	Cannot be specified Offer of possession- Not offered	TSC: Rs.24,04,950/- (Page 23 of complaint) AP: Rs.24,04,950 /- (As stated by the complainant at page 12 of complaint)	Pay pending lease amount , pay security deposit, supply copy of lease deed, provide bank account statement of lease amount received , pay security deposit alongwith interest from lease deed executed with Estisalat DB Telecom Private Limited, Declare maintenance invoice unlawful and illegal, execute conveyance deed, maintain status quo and for non creation of 3rd party rights.
5	CR/3212/2025 Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited DOF-11.07.2025	Application for dismissal received on 12.11.2025 Reply received on 01.10.2026	345, 3rd floor 801.65 sq. ft. (Super area) (Page 23 of complaint)	02.11.2009	Cannot be specified Offer of possession- Not offered	TSC: Rs.24,04,950/- (page 23 of complaint) AP: Rs.24,04,950 /- (As stated by the complainant at page 12 of complaint)	Pay pending lease amount , pay security deposit, supply copy of lease deed , provide bank account statement of lease amount received ,

							pay seciruty deposit alongwith interest from lease deed executed with Estisalat DB Telecom Private Limited, Declare maintenance invoice unlawful and illegal, execute conveyance deed, maintain status quo and for non creation of 3rd party rights.

1Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:

Abbreviations Full form

DOF- Date of filing complaint
TSC- Total Sale Consideration
AP- Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement and lease deed executed between the parties *inter se* in respect of said unit for seeking award of lease amount and security deposit amount etc.

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/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, 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/3132/2025 titled as Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited are being taken into consideration for determining the rights of the allottee(s) qua lease amount and lease deed.

A. Project and unit related details

7. The particulars of the project, the details of sale consideration, the amount paid by the complainant(s), date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

CR/3132/2025 titled as Jyoti Wadhwa & Anil Kumar V/s Vatika Limited & Enviro Integrated Facility Services Private Limited

S. N.	Particulars	Details
1.	Name of the project	"Vatika Business Park,"
2.	Project location	Sector 49, Gurugram, Haryana
3.	Project type	Commercial Complex
4.	DTCP License no. and Validity	406 of 2006 dated 16.01.2006 and valid till 15.01.2016
5.	HRERA registration	Not Registered
6.	Allotment Letter	02.12.2009 (As per page no. 18 of the complaint)
7.	Unit no.	340, 3rd floor, (As per page no. 23 of the complaint)
8.	Unit area admeasuring	598.04 (super area) (As per page no. 23 of the complaint)
9.	Date of execution of agreement to sell	19.11.2009 (As per page no. 21 of the complaint)
10.	Possession clause	**10.Possession** The developer has with the execution of this agreement handed over to the allottee notional and symbolic possession of the said space, and hereinafter the allottee shall be deemed to in possession of the said space for all purposes. (As per page no. 30 of the complaint)
11.	Due date of possession	Cannot be specified
12.	Total sale consideration	Rs.17,94,120/-

		(As per bba at page no. 23 of the complaint)
13.	Amount paid by the complainant	Rs.17,94,120/- [As stated by the complainant at page 12 of the complaint]
14.	Lease deed with Estisalat DB Telecom Pvt. Ltd.	20.04.2009 (Page 49 of complaint) The same was terminated on 15.05.2012
15.	Lease deed with M/s Praxis Services Pvt. Ltd.	Informed through email on 08.11.2023 (Page 75 of complaint)
16.	Occupation certificate	30.12.2010 (As per the application of dismissal filed by the respondent no.1)
17.	Offer of possession	Not on record

B. Facts of the complaint

10. The complainants have made the following submissions: -

I. That the complainants are innocent allottees of the real estate project namely 'Vatika Business Park' situated at Sector 49, Gurugram, Haryana developed by respondent no. 1. The builder buyer agreement dated 19.11.2009 was duly executed between complainants and respondent no 1 in respect of booked unit bearing no 340, 3rd floor, Tower A measuring carpet area of 598.04 sq. ft. at real estate project in question namely Vatika Business Park situated at Sector 49, Gurugram.

II. That the respondent no 1 had executed registered lease deed on behalf of allottees in respect of booked unit with M/s Estisalat DB Telecom Private Limited in respect of booked unit on 20.04.2009. M/s Estisalat DB Telecom Private Limited had terminated Lease Deed dated 20.04.2009 vide Letter dated 15.05.2012 received on 28.05.2012. The Technical Equipments of M/s Estisalat DB Telecom Private Limited were installed in the booked unit premises and possession of the booked unit was occupied till 15.10.2018.

III. That later on Official Liquidator was appointed by Bombay High Court an agency for removal of technical equipments of M/s Estisalat DB Telecom

Private Limited from booked unit which was communicated by respondent no 1 to the complainants by email dated 30.08.2018. Upon directions of Bombay High Court, thereafter, peaceful and vacant possession of the booked unit was restored and became vacant on 15.10.2018 which was communicated by respondent no 1 to complainants by email dated 26.09.2019.

IV. That the Bank Accounts of M/s Estisalat DB Telecom Private Limited were freezed under instructions of Hon'ble Bombay High Court, therefore the respondent no. 1 submitted petition before Hon'ble Bombay High Court seeking release of unpaid rentals. The said information was communicated to the complainants vide email dated 13.06.2012.

V. That the respondent no 1 had paid rental amount arising from lease deed executed with M/s Estisalat DB Telecom Private Limited in favour of complainants till 15.10.2018 with unlawful deductions on account of capital expenditures of building insurance, water proofing charges, road repair, fire ring repair. The said deductions mentioned above were issued unlawfully and arbitrary by respondent without obtaining consent of complainants and without providing any justification of same.

VI. That the respondent no. 1 also failed to pay security deposit amount arising from lease deed executed with M/s Estisalat DB Telecom Private Limited in respect of booked unit in favour complainants till date. As per clause 14 of registered lease deed dated 20.04.2009 executed with M/s Estisalat DB Telecom Private Limited in respect of booked unit, the Lessee was liable to for payment of monthly maintenance charges to the lessor or maintenance company. The said maintenance charges payable by Lessee were capped at Rs 14 per sq ft payable on super area subject to audit. Therefore, the liability of payment of maintenance charges from date of execution of lease deed i.e., 20.04.2009 till date of restoration of possession

of 15.10.2018 was of said lessee M/s Estisalat DB Telecom Private Limited. The promoter appointed maintenance agency respondent no. 2 namely Enviro Integrated Facility Services Pvt Ltd who issued unlawful and arbitrary Maintenance Invoice vide email dated 20.03.2025 asking for maintenance dues from 01.03.2012 till 01.10.2023 of Rs 22,12,181/- inclusive of unlawful interest of Rs 6,03,243/-.

VII. That the promoter has failed to handover maintenance activities of the real estate project in question to the allottees association till date. That the respondent company had executed lease deed on behalf of allottees with M/s Praxis Services Pvt Ltd in respect of booked unit for a period of 3 years for a total area of 2376 sq. ft on 3rd floor, Tower A, Vatika Business Park. The said information was communicated by respondent no. 1 to complainants by email dated 08.11.2023.

Unit wise area holding as mentioned below:

a) Unit No 340 - 598.04 sq. ft
b) Unit No 341 - 598.04 sq. ft
c) Unit No 343 – 801.65 sq. ft.
d) Unit No 345 - 801.65 sq. ft
e) Unit No 344 – 801.65 sq. ft

The broad terms of the lease were as follows:

a) Lease commencement date: 1st Oct 2023
b) Rent commencement date: 15th Dec 2023
c) Monthly Gross Rent: Rs 55 /per sq. ft + applicable taxes
d) Security Deposit: Equivalent to 4 months gross rental Lease Term: (3+3+3)
e) Rent escalation: 15% after 3 years over previous rent

f) Stamp Duty & Registration Charges: Shall be borne by Tenant

g) Property Tax: Shall be borne by the Tenant.

h) Lock in Period: - 18 Months

i) Notice Period: 3 months after expiry of Lock-in Period

j) Brokerage equivalent to 3 months' rent + GST shall be applicable for this lease.

VIII. That as per clause 9 (B) (b) of builder buyer agreement dated 19.11.2009, the respondent was liable to remit Rent paid by the Lessee to the allottees. The respondent has failed to provide said lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit to the complainants. The respondent has failed to pay agreed Rent commencing from 15.12.2023 arising from lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit to the complainants till date. The respondent no. 1 also failed to pay security deposit amount arising from lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit in favour complainants till date.

IX. That the respondent has failed to execute and register conveyance deed in respect of booked unit in favour of complainants till date. The complainants had issued email dated 14.02.2020 in favour of respondent as reminder for registration of conveyance deed. However, the respondent has failed to comply with same.

X. That as per clause 9 (B) (vi) of builder buyer agreement dated 19.11.2009, the lessee was liable to pay maintenance charges, service charges and incidental charges during period of lease to the nominated maintenance agency. However, the respondent has imposed arbitrary and unlawful maintenance charges payable by lessee upon allottees.

XI. That the complainants had already paid sale consideration of Rs 17,94,120/- out of agreed total sale consideration of Rs 17,94,120/- in favour of respondent company bank account prescribed by this Authority. The same is reiterated below: -

Reference No.	Date	Payment	Amount
	12.11.2009	Cheque No. 556339	Rs. 16,65,541/-
		Security Deposit Adjusted	Rs. 1,28,578/-
Total Rs.			Rs. 17,94,120/-

C. Relief sought by the complainants:

11. The complainants have sought the following relief(s):

i. Direct the respondent no 1 to pay pending lease amount along with interest accrued from 15.12.2023 till date arising from lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit.

ii. Direct the respondent no 1 to pay security deposit amount along with interest arising from lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit.

iii. Direct the respondent no 1 to supply true copy of lease deed executed with M/s Praxis Services Pvt Ltd in respect of booked unit.

iv. Direct respondent no 1 to provide bank account statement of lease amount received by respondent company from lessee namely M/s Praxis Services Pvt Ltd in respect of booked unit.

v. Direct respondent no 1 to pay security deposit amount along with interest arising from lease deed executed with M/s Estisalat DB Telecom Private Limited in respect of booked unit.

vi. To set aside and declare maintenance invoice dated 09.04.2025 issued by respondent no. 2 who is a promoter maintenance company as Unlawful and Illegal.

vii. Direct respondent no. 1 to execute and register conveyance deed in favour of complainants in respect of booked unit.

viii. Direct respondent no. 1 to maintain status quo and for non-creation of third -party rights in respect of booked unit.

12. 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. Application for dismissal of complaint filed by the respondent no. 1 on 12.11.2025:

13. The respondent no. 1 has contested the complaint on the following grounds:

i. That in November, 2009 the complainants were allotted unit no. 340, 3rd floor in the commercial complex called 'Vatika Business Park', Sector-49, Gurgaon, Haryana admeasuring approx. 598.04 sq. ft. super area for a total sale consideration of Rs. 17,94,120/-.

ii. That it is pertinent to mention here that when the unit in question was purchased by the complainants in 2009, the said unit was already complete in all respects and given out on lease to the very positive knowledge of the complainants. The respondent has already received the occupation certificate vide Memo No. ZP-140/JD(BS)/2010/18178 dated 30.12.2010. Since the respondent has received the occupation certificate much before the coming of the RERA Act, 2016, therefore this Hon'ble Authority does not have the jurisdiction to try and entertain the present complaint.

iii. That since the execution of the builder buyer agreement between the parties in 2009, the notional and symbolic possession of the said space

has already been handed over to the complainants and the complainants are deemed to be in possession of the said space since then.

iv. That in November, 2009 the complainants were allotted unit no. 340, 3rd floor in the commercial complex called 'Vatika Business Park', Sector-49, Gurgaon, Haryana admeasuring approx. 598.04 sq. ft. super area for a total sale consideration of Rs. 17,94,120/-.

v. That it is pertinent to mention here that when the unit in question was purchased by the complainants in 2009, the said unit was already complete in all respects and given out on lease to the very positive knowledge of the complainants. The respondent has already received the occupation certificate vide Memo No. ZP-140/JD(BS)/2010/18178 dated 30.12.2010. Since the respondent has received the occupation certificate much before the coming of the RERA Act, 2016, therefore this Hon'ble Authority does not have the jurisdiction to try and entertain the present complaint.

vi. That since the execution of the builder buyer agreement between the parties in 2009, the notional and symbolic possession of the said space has already been handed over to the complainants and the complainants are deemed to be in possession of the said space since then.

E. Reply filed by the respondents:

14. The respondents have contested the complaint on the following grounds by filing reply on 01.10.2026:

i. That the jurisdiction of this Hon'ble Authority is confined to the matters and reliefs provided under the RERA Act, 2016. The Act does not confer jurisdiction upon this Hon'ble Authority to adjudicate a claim for recovery of alleged lease/rental amounts arising out of a contractual arrangement between the parties.

ii. That in November, 2009 the complainants were allotted unit no. 340, 3rd floor in the commercial complex called 'Vatika Business Park', Sector-49, Gurgaon, Haryana admeasuring approx. 598.04 sq. ft. super area for a total sale consideration of Rs. 17,94,120/-.

iii. That when the unit in question was purchased by the complainants in 2009, the said unit was already complete in all respects and given out on lease to the very positive knowledge of the complainants. The respondent no. 1 has already received the occupation certificate vide Memo No. ZP-140/JD(BS)/2010/18178 dated 30.12.2010. Since the respondent no. 1 has received the occupation certificate much before the coming of the RERA Act, 2016, therefore this Hon'ble Authority does not have the jurisdiction to try and entertain the present complaint.

iv. That further as per clause 9 (A) of the builder buyer agreement, it was made clear to the complainants that the unit of the complainants is already given out on lease and the rent collected from the lessee shall be remitted to the complainants on pro rata basis after deducting the expenses / costs. It was also agreed by the complainants that the possession of the lessee shall not be disturbed till the lease is in force. Further, as per clause 9 (B) of the builder buyer agreement, it has been agreed between the parties that the developer shall be authorized to negotiate and finalize leasing arrangement with any suitable tenants after the expiry of the ongoing lease.

v. That the complainants, by way of the present complaint, are seeking recovery of alleged outstanding lease rentals and security deposit along with interest arising out of the lease deed executed

between respondent no. 1 and M/s Praxis Services Private Limited, along with supply of copy of the said lease deed and bank account statements pertaining to the lease rentals. The aforesaid reliefs arise out of a separate lease arrangement and are purely contractual in nature. The adjudication of disputes arising out of the said lease deed does not fall within the scope and jurisdiction of this Hon'ble Authority under the provisions of the RERA Act. Therefore, the aforesaid reliefs cannot be adjudicated or granted by this Hon'ble Authority.

vi. That the earlier lease with M/s Etisalat DB Telecom Pvt. Ltd. in respect of the subject unit stood terminated in the year 2012. The rental payments from the said lessee were being received in the ordinary course only until the year 2012 only. Following the lessee's liquidation, respondent no. 1 was compelled to initiate appropriate legal proceedings for recovery of its dues and repossession of the leased premises. The unit consequently remained under the custody and control of the Official Liquidator until approximately 2018-2019 and could not be commercially exploited during that period. Although respondent no. 1 continued its efforts to recover amounts from the erstwhile lessee through legal proceedings, regular rental revenues from the unit ceased after 2012. Despite these circumstances, respondent no. 1 continued to make rental payouts to the complainants up to the year 2018.

vii. That during the aforesaid period, respondent no. 2 continuously rendered maintenance services in respect of the unit, the common areas and the shared infrastructure of the project. As per clause 9(B)(vi) of the builder buyer agreement, maintenance charges

were payable by the lessee during the period of tenancy. Upon cessation of the lease and in the absence of any lessee occupying the unit, the contractual liability to bear maintenance charges shifted to and vested with the Allottee(s). Consequently, the complainants were liable to discharge the maintenance charges pertaining to the unit for the period during which the unit remained vacant.

viii. That despite the aforesaid contractual obligation, the complainants failed to clear the maintenance charges and other outstanding dues pertaining to the unit. While the complainants have sought to rely upon and enforce the benefits arising out of the leasing arrangement, they cannot selectively disregard their corresponding obligations under the builder buyer agreement. Having availed and claimed the benefits associated with the unit, the complainants were equally bound to discharge the maintenance charges and other dues payable thereunder. Their failure to do so constitutes a breach of their contractual obligations

ix. That after the unit ceased to remain under the control/custody of the Official Liquidator, the unit remained vacant and without any lessee till the year 2023.

x. That after the unit was subsequently leased, the maintenance dues payable by the complainants remained outstanding. Due to non-payment of the said maintenance charges, respondent no. 1 suspended the payment of rentals to the complainants from October, 2023 to October, 2024. The rentals were therefore not withheld without reason, but on account of the outstanding maintenance dues in respect of the unit.

xi. That the respondent no. 1 thereafter resumed payment of rentals to the complainants from November, 2024 and continued to pay the same till February, 2025. Thereafter, the lease with M/s Praxis Services Private Limited was terminated in February, 2025 and consequently no further rental was received under the said lease for payment to the complainants.

xii. That the aforesaid facts show that the dispute raised by the complainants relates to the contractual rights and obligations of the parties regarding leasing of the unit, payment of rentals, maintenance charges and outstanding dues. Such contractual claims do not become claims under the Real Estate (Regulation and Development) Act, 2016 merely because they have been raised by way of the present complaint before this Hon'ble Authority.

xiii. That the complainants cannot claim lease rentals while at the same time ignoring their obligation to pay the outstanding maintenance charges in respect of the unit. The complainants are required to fulfil their contractual obligations before claiming the reliefs sought in the present complaint.

xiv. That the claim for alleged arrears of rent, security deposit and interest is further liable to be examined in light of the actual periods during which the unit remained leased, the rentals actually received from the respective lessee, the period during which the premises remained vacant or under the control/custody of the Official Liquidator, and the outstanding maintenance and other dues payable by the complainants. Therefore, the complainants cannot claim rental amounts without taking into account the aforesaid facts and their outstanding obligations.

xv. That the respondent no. 1 continued to make rental payments to the complainants till the year 2018 despite termination of the earlier lease in 2012 and the unit remaining under the control/custody of the Official Liquidator. The respondent no. 1 also resumed payment of rentals from November, 2024 and continued the same till termination of the lease with M/s Praxis Services Private Limited in February, 2025. Therefore, the allegation that respondent no. 1 has wrongfully withheld the rentals, without considering the complete leasing history of the unit and the outstanding maintenance dues, is incorrect and denied.

xvi. That the present complaint is also not maintainable against respondent no. 2 under the provisions of the RERA Act. The respondent no. 2 is merely the maintenance agency/company providing maintenance services in respect of the subject premises and does not fall within the scope of a promoter or any other person against whom the reliefs claimed in the present complaint can be enforced under the RERA Act. Therefore, the relief sought by the complainants for setting aside the maintenance invoice dated 09.04.2025 issued by respondent no. 2 is not maintainable before this Hon'ble Authority and is liable to be rejected.

xvii. That insofar as the relief seeking execution and registration of the conveyance deed is concerned, the same cannot be claimed unconditionally. The execution and registration of the conveyance deed, if due, is subject to the complainants fulfilling their contractual obligations, clearing all outstanding and legally payable dues and charges, and completing the requisite

formalities in accordance with the builder buyer agreement and applicable law.

xviii. That in view of the aforesaid facts, the complainants are not entitled to the reliefs as claimed in the present complaint, and the same are liable to be rejected.

15. 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 submission made by the parties.

F. Jurisdiction of the authority

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

F. I Territorial jurisdiction

17. 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 District 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 complete territorial jurisdiction to deal with the present complaint.

F. II Subject matter jurisdiction

18. 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) 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.

19. 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.

G. Maintainability of complaint:

20. That the present complaints mentioned above in para no. 3 were adjourned sine die vide proceeding dated 12.03.2026 as CIRP proceedings had been initiated against the respondent company vide orders dated 03.02.2026 by the Hon'ble NCLT, Chandigarh in Company petition (IB) No. 45/2024.

21. Now, the counsel for the complainants moved an application for revival of complaint on 08.06.2026 stating that the Hon'ble NCLAT, Principal Bench, New Delhi vide order dated 27.03.2026 in case titled as Surender Singh, Suspended Director of Vatika Limited Vs. IDBI Trusteeship Services Limited bearing Company Appeal (AT) Insolvency No. 266 of 2026 has declared that 'Corporate Insolvency Resolution Process(CIRP) against corporate debtor namely M/s Vatika Limited will be confined to Real Estate Project namely "Aspirations" situated at sector 88B,Gurgaon. Therefore, in view of NCLAT order dated 27.03.2026 Real Estate Project namely "Vatika Business Park" situated at Sector 49, Gurgaon is not covered within scope of above mentioned CIRP process.

22. Since the project in the present complaints is Vatika Business Park therefore, the application for revival of the complaint was allowed vide

proceedings dated 08.10.2026 as the moratorium has been set aside vide the orders dated 27.03.2026 by the Hon'ble NCLAT.

23. That in the present case in hand a builder buyer agreement was executed between the parties on 19.11.2009 wherein the complainant was allotted a unit bearing no. 340, on the third floor having super area of 598.04 sq. ft. in the project of the respondent namely Vatika Business Park at Sector 49, Gurugram. As per clause 10 of the agreement, the developer has with the execution of this agreement handed over to the allottee notional and symbolic possession of the said space, and hereinafter the allottee shall be deemed to in possession of the said space for all purposes.

24. That the occupation certificate was obtained on 30.12.2010 and the complainants have filed the present complaint on 11.07.2025.

25. On the documents and submission made by both the parties, the authority observes that there has been complete inaction on the part of the complainant for a period of more than fourteen years and six months till the present complaint was filed in July 2025. The complainant remained dormant of their rights for more than 14 years and they didn't approach any forum to avail their rights. There has been such a long unexplained delay in pursuing the matter. One such principle is that delay and latches 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 the 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.

26. Further, as observed in the landmark case i.e. ***B.L. Sreedhar and Ors. V. 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. Only those persons, who are watchful and careful of using his/her rights, are entitled to the benefit of law.

27. Further Rule 2(1)(o)(ii) of the Rules, 2017, also defines the on-going project. The relevant portion of the section is reproduced below: -

> *(o) "on going project" means a project for which a license was issued for the development under the Haryana Development and Regulation of Urban Area Act, 1975 on or before the 1st May, 2017 and* ***where development works were yet to be completed on the said date, but does not include:***
>
> *(i) any project for which after completion of development works, an application under Rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976 or under sub code 4.10 of the Haryana Building Code 2017, as the case may be, is made to the Competent Authority on or before publication of these rules and*
>
> ***(ii) that part of any project for which part completion/completion, occupation certificate or part thereof has been granted on or before publication of these rules.***

28. The constitutional validity of this legislative classification and the scope of the Act have been examined in depth by the Hon'ble Supreme Court in ***Pioneer Urban Land and Infrastructure Ltd. v. Union of India***. The Hon'ble Supreme Court has authoritatively held as under:

> *"The Real Estate (Regulation and Development) Act, 2016 is a prospective legislation and applies only to those real estate projects which are brought within its fold by the legislature."*
> *"Parliament has consciously made a distinction between ongoing projects and completed projects, and has deliberately excluded the latter from the purview of the Act."*

"Such exclusion is founded on an intelligible differentia and forms an integral part of the statutory scheme."
"The Act cannot be interpreted in a manner so as to retrospectively apply its provisions to projects which had already been completed in accordance with law prior to its commencement."
"Courts and authorities are bound to give effect to the legislative classification and cannot, by interpretative process, expand the scope of the Act beyond what the legislature has expressly provided."

29. The above pronouncement lays down, in unequivocal terms, that the Act is prospective in nature and that completed projects constitute a distinct and excluded class. The exclusion is founded on intelligible differentia and bears a rational nexus with the object of the legislation. The Hon'ble Supreme Court has further cautioned that neither courts nor statutory authorities can, by interpretative ingenuity, enlarge the scope of the Act so as to bring within its fold projects which the legislature has consciously kept outside. This declaration of law binds this Authority and admits of no deviation.

30. The jurisdictional limits of the Authority have been further elucidated by the Hon'ble Supreme Court in ***Newtech Promoters and Developers Private Limited v. State of Uttar Pradesh and Others***. In the said judgment, the Hon'ble Supreme Court has delineated the contours of jurisdiction under the Act in the following terms:

"The Real Estate Regulatory Authority is a creature of statute and can exercise only such powers as are expressly conferred upon it by the Act."
"The existence of an 'ongoing project' is a jurisdictional fact which must be established before the Authority can assume jurisdiction under the Act."
"If the project is not an ongoing project within the meaning of Section 3 of the Act, the Regulatory Authority would have no jurisdiction to entertain a complaint in respect thereof." "Jurisdiction cannot be conferred upon the Authority by consent of parties, nor can it be assumed on considerations of equity or hardship."
"When the statute clearly defines the limits of jurisdiction, neither the Authority nor the Courts can travel beyond the same by interpretative exercise."

31. This judgment reinforces the principle that jurisdiction under the Act is conditional and not plenary. The existence of an "ongoing project" is not a mere procedural formality but a foundational jurisdictional fact. In the

absence of such a fact, the Authority lacks competence to entertain, adjudicate, or grant relief. The Hon'ble Supreme Court has further clarified that jurisdiction cannot be assumed on sympathetic considerations, nor can it be conferred by consent, or waiver of parties. The limits of jurisdiction, once statutorily defined, are binding and inviolable.

32. When the aforesaid principles are applied to the facts of the present case, it becomes evident that the project in question, the respondent had already obtained occupation certificate dated 30.12.2010 prior to the commencement of the Act on 01.05.2017 , as such the said project does not fall under the definition of 'ongoing project' under the provisions of the Act of 2016. Conclusively demonstrates that the project, to that extent, stood completed in accordance with law.

33. Once the statutory exclusion is attracted, the project ceases to be an "ongoing project" for the purposes of the Act. In such circumstances, this Authority cannot, by interpretative expansion or equitable reasoning, assume jurisdiction where none exists. To do so would amount to rewriting the statute and transgressing the limits of authority conferred by Parliament.

34. In view of the statutory scheme, and in light of the binding law declared by the Hon'ble Supreme Court, this Authority holds that the present project does not satisfy the jurisdictional pre-condition of being an "on-going project" under the Rule 2(1)(o) of the Rules, 2017. The absence of this foundational fact renders the present complaint outside the purview of the Act and beyond the jurisdiction of this Authority.

35. In view of the foregoing reasons, the Authority finds no merit in the present complaints and the same are accordingly dismissed, being not maintainable before this Authority.

36. The complaints stand disposed off. Pending applications, if any, also stands disposed of.

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

38. Files be consigned to registry.

Phool Singh Saini
(Member)
Haryana Real Estate Regulatory Authority,
Gurugram

Dated: 08.10.2026

HARERA
GURUGRAM