

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

**Date of decision:** 22.07.2025

NAME OF THE BUILDER		VATIKA LTD.	
PROJECT NAME		MARKET WALK	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/3057/2024	Shobhit Sachdeva & Anil Sachdeva V/s Vatika Limited.	Sh. Harshit Goyal Sh. Anshul Sharma
2.	CR/3058/2024	Rohit Sachdeva & Rita Sachdeva V/s Vatika Limited	Sh. Harshit Goyal Sh. Anshul Sharma

CORAM:	
Shri. Arun Kumar	<b>Chairperson</b>
Shri. Ashok Sangwan	<b>Member</b>

**ORDER**

1. This order shall dispose of both the 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 projects, namely, 'MARKET WALK' being developed by the same respondent promoters i.e., M/s Vatika Ltd.
3. The details of the complaints, reply to status, unit no., date of agreement, & allotment, due date of possession, offer of possession and relief sought are given in the table below:

Project Name and Location		"MARKET WALK", Sector 82A, Gurugram, Haryana.	
Possession clause: 7.1 The promoter assures to handover the possession of the commercial space/unit by 01.08.2022.			
Occupation certificate:		10.03.2025	
Comp no.	CR/3057/2024	CR/3058/2024	
Unit no. and area	GF-045 admeasuring 104 sq. ft. [pg. 27 of complaint]	GF-044 admeasuring 87.83 sq. ft. [pg. 30 of complaint]	
Allotment letter	05.01.2024 [pg. 24 of complaint]	05.01.2024 [pg. 25 of complaint]	
BBA	27.10.2023 [pg. 26 of complaint]	27.10.2023 [pg. 27 of complaint]	
Due date of possession	01.08.2022	01.08.2022	
Total sale consideration and amount paid	TC: ₹11,40,000/- AP: ₹12,86,300/-	TC: ₹9,60,000/- AP: ₹10,83,200/-	
Offer of possession	08.07.2024 [pg. 9 of documents submitted by the complainant on 29.07.2024]	08.07.2024 [pg. 9 of documents submitted by the complainant on 29.07.2024]	

4. 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 promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.
5. The facts of all the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particulars of lead case **CR/3057/2024 titled as Shobhit Sachdeva & Anil Sachdeva V/s Vatika Limited.** are being taken into consideration for determining the rights of the allottees qua delay possession charges, quash the termination letter get executed buyers' agreement and conveyance deed.
- A. Unit and project related details**
6. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, date of buyer's agreement etc, have been detailed in the following tabular form:
- CR/3057/2024 titled as Shobhit Sachdeva & Anil Sachdeva V/s Vatika Limited.**

Sr. No.	Particulars	Details
1.	Name of the project	Market Walk, Sector 82A, Gurugram
2.	Application form	05.03.2019 [pg. 19 of complaint]
3.	Allotment letter	05.01.2024 [pg. 24 of complaint]
4.	Unit no.	GF-045 [pg. 24 of complaint]
5.	Unit admeasuring	104 sq. ft. [pg. 29 of complaint]

6.	Date of execution of builder buyer agreement	27.10.2023 [pg. 27 of complaint]
7.	Possession clause	7.1. <i>The promoter assures to handover the possession of the commercial space/unit by 01.08.2022</i>
8.	Due date of delivery of possession	01.08.2022
9.	Sale price	₹11,40,000/- [pg. 22 of complaint]
10.	Total amount paid by the complainant	₹12,86,300/- [pg. 1 of additional documents dated 15.07.2025]
11.	Occupation certificate	10.03.2025
12.	Offer of possession	08.07.2024 [pg. 9 of documents submitted by the complainant on 29.07.2024]

#### B. Facts of the complaint

7. The complainant has submitted as under:

- That the complainant an innocent allottee of the real estate project Market Walk, Sector 82A, Village Sikohapur, Tehsil Manesar, Gurugram being developed by the respondent company.
- That the respondent company i.e., Vatika Limited is a real estate development company and is engaged in development of multiple real estate projects across Gurugram.
- The complainants had already paid Rs 3,19,200/- out of total sale consideration of Rs 11,40,000/- as and when demanded by Respondent on a timely basis.
- That the Respondent was also liable to deliver the possession of the booked unit within a stipulated period from the date of sanction of the building plan or execution of the Builder Buyer Agreement i.e., whichever is later. However, the respondent failed to fulfill its

liability and promises also the promoter has failed to obtain the occupation certificate and delivered the possession of the booked unit till date.

- e. That the complainants had invested their hard-earned money in the booking of the unit in the project in question on the basis of false promises made by the respondent at the time of booking in order to allure the complainants. However, the respondent has failed to abide all the obligations of him stated orally and under the Builder Buyer Agreement duly executed between both the present parties.
- f. Therefore, the present complainant is forced to file present complaint before this hon'ble authority under Section 31 of Real Estate Regulation and Development Act, 2016 read with Rule 28 of Haryana Real Estate (Regulation and Development) Rules, 2017 to seek redressal of the grievances against the respondent company.

**C. Relief sought by the complainant:**

- 8. The complainant has sought following relief(s):
  - a. To direct the respondent to pay delay possession charges at the prescribed rate to the complainant for the period of delay accrued from the due date of possession to the date of offer of possession along with occupation certificate by respondent.
  - b. To direct the respondent to execute and register the sale deed in the concerned sub registrar office in favour of complainant of the booked unit.
- 9. On the date of hearing, the authority explained to the respondent /promoters 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.

10. The present complaint was filed on 05.07.2024 in the Authority. That the Respondent has failed to file its written statement/reply despite being granted sufficient opportunities. Advocate Anshul Sharma appeared on behalf of the Respondent on previous dates. The Respondent was previously granted opportunities to file its defence. However, no reply was filed. Accordingly, the right of the Respondent to file its defence was hereby struck off on 01.04.2025.
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 submissions made by the parties.

**D. 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:

**D. 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.

**D. 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) (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)** *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 complainants at a later stage.

**E. Findings on the relief sought by the complainant.**

**E.I. To direct the respondent to pay delay possession charges at the prescribed rate to the complainant for the period of delay accrued from the due date of possession to the date of offer of possession along with occupation certificate by respondent.**

16. In the present complaint, the complainants intend to continue with the project and are seeking possession of the subject unit and delay possession charges 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"*

17. As per Clause 7.1 of the Builder Buyer Agreement (BBA) dated 27.10.2023, the respondent assured possession of the commercial unit by 01.08.2022. However, since the BBA was executed on 27.10.2023 i.e., after the stipulated date of possession had already lapsed therefore, the liability of the respondent under Section 18 shall be deemed to commence from the date of execution of the BBA.
18. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. 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"*
19. The legislature in its wisdom in the subordinate legislation under the rule 15 of the rules has determined the prescribed rate of interest. 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., 22.07.2025 is 8.90%. Accordingly, the prescribed rate of interest

will be marginal cost of lending rate +2% i.e., 10.90%. (*\*the rate of interest has been inadvertently mentioned as 11.10% in POD dated 22.07.2025*)

20. 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;"*

21. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
22. On consideration of the documents available on record and submissions made by the parties regarding contravention as per 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. By virtue of clause 7.1 of the buyer's agreement, the possession of the subject unit was to be delivered within stipulated time i.e., by 01.08.2022. In the present case, the complainant was offered possession by the respondent on 08.07.2024 without obtaining occupation certificate from

the competent authority. The authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement annexed but not executed between the parties.

23. In view of the above, the Authority observes that the letter of offer of possession given by the respondent is not a valid offer of possession. Therefore, at this stage, the Authority clarifies the concept of 'valid offer of possession'. It is necessary to clarify this because after valid and lawful offer of possession, liability of promoter for delayed offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, liability of promoter continues till a valid offer is made and allottee remains entitled to receive interest for the delay caused in handing over valid possession. The authority after detailed consideration of the matter has arrived at the conclusion that a valid offer of possession must have following components:
- a. Possession must be offered after obtaining occupation certificate.
  - b. The subject unit should be in habitable condition.
  - c. Possession should not be accompanied by unreasonable additional demands.
24. The authority observes that the primary condition of valid offer of possession has not been fulfilled by the respondent as it failed to offer possession of the subject unit to the complainant after the receipt of completion certificate by the competent authority. Accordingly, the offer of possession vide letter dated 08.07.2024 cannot be termed as valid offer of possession in absence of occupation certificate for the aforesaid reason. The allottee is certainly entitled for delayed possession charges under proviso to

section 18(1) of the Act but from the date the builder buyers' agreement was executed between the parties.

25. In the present complaint, the occupation certificate was granted by the competent authority on 10.03.2025 but the respondent has not yet offered the possession of the unit after obtaining OC. Accordingly, the respondent is directed to offer a fresh offer of possession within a period of 30 days from the date of this order and thereafter handover the physical possession of the said unit in next 30 days. 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 prescribed rate of the interest @ 10.90% p.a. w.e.f. 27.10.2023 till valid offer of possession or actual handing over of possession whichever is earlier. as per provisions of section 18(1) of the Act read with rule 15 of the rules.

**E.II. To direct the respondent to execute and register the sale deed in the concerned sub registrar office in favour of complainant of the booked unit.**

26. With respect to the conveyance deed, clause 12 of the BBA provides that the respondent shall sell the said unit to the allottee by executing and registering the conveyance deed and also do such other acts/deeds as may be necessary for confirming upon the allottee a marketable title to the said unit free from all encumbrances.
27. 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."*

28. 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 from the date of this order.

**F. Directions of the authority:**

29. 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):
- The respondent is directed to pay delay possession charges at prescribed rate of the interest @ 10.90% p.a. w.e.f. 27.10.2023 till valid offer of possession or actual handing over of possession whichever is earlier. as per provisions of section 18(1) of the Act read with rule 15 of the rules.
  - The respondent is directed to offer a fresh offer of possession within a period of 30 days from the date of this order and thereafter handover the physical possession of the said unit in next 30 days.

- c. The respondent is directed to execute the conveyance deed of the allotted unit within 3 months from the date of this order and upon payment of requisite stamp duty by the complainant as per norms of the state government.
30. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
31. True certified copies of this order be placed on the case file of each matter.
32. Files be consigned to registry.

(Ashok Sangwan)  
Member

(Arun Kumar)  
Chairperson

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 22.07.2025