

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**
Date of decision : 17.10.2025

Name of the Builder		Revital Reality Private Limited and Ametek India Pvt Ltd	
Project Name		The Valley Sector-78 Gurugram, Haryana	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/4803/2024	Suneet Dhingra VS. Revital Reality Private Limited and Ametek India Pvt Ltd	Shri Kanish Bangia, Adv. (Complainant) Shri Bhrigu Dhami, Adv. (Respondent)
2.	CR/4890/2024	Promila Prem Fisk and Rohil Raj Fisk VS. Revital Reality Private Limited and Ametek India Pvt Ltd	Shri Kanish Bangia, Adv. (Complainant) Shri Bhrigu Dhami, Adv. (Respondent)
3.	CR/5199/2024	Prem Kumar VS. Revital Reality Private Limited and Ametek India Pvt Ltd	Shri Kanish Bangia, Adv. (Complainant) Shri Bhrigu Dhami, Adv. (Respondent)
4.	CR/5227/2024	Atul Kumar Jain VS. Revital Reality Private Limited and Ametek India Pvt Ltd	Shri Kanish Bangia, Adv. (Complainant) Shri Bhrigu Dhami, Adv. (Respondent)

CORAM:

Shri Arun Kumar

Chairman
ORDER

1. This order shall dispose of all 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 arising in the present matters are similar in nature. The complainant(s) in the above-referred cases are allottees of the project namely "The Valley Sector-78, Gurugram, Haryana, being developed by the respondent-promoter, Revital Reality Private Limited. The terms and conditions of the Builder Buyer Agreements executed between the parties are also substantially similar. The fulcrum of the dispute in both cases pertains to the failure of the respondent-promoter to deliver possession of the units within the stipulated time, for which the complainant(s) have sought refund of the amounts paid along with interest.
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:

Occupation certificate received on N/A Offer of Possession: N/A Date Of Building Plans 29.06.2018 EC dated 29.07.2019						
S. r. N. o	Complaint No./Date of filing/ Reply status	Unit no. and area	Allotment letter dated	Due date of possessio n	Total sale considerati on	Amount Paid up by the complainan t
1	CR/4803/ 2024	104, E, 1 ST floor, Tower-E	02.03.2019	29.07.2023	Rs. 14,78,000/-	Rs. 9,32,988/-

	DOF: 25.10.2024 Reply not received	457 sq. ft.				
2.	CR/4890/ 2024 DOF: 25.10.2024 Reply not received	903, G, 9 th floor, Tower-G 540 sq. ft	27.10.2020 (Date of execution of BBA on 27.10.2020)	29.07.2023	Rs. 22,31,595/-	Rs. 22,31,599/-
3.	CR/5199/ 2024 DOF: 25.10.2024 Reply not received	908, E, 9 th floor, Tower-E 357 sq. ft.	02.03.2019 (Date of execution of BBA on 18.07.2019)	29.07.2023	Rs. 14,78,000/-	Rs. 7,46,390/-
4.	CR/5227/ 2024 DOF: 25.10.2024 Reply not received	702, G, 7 th floor, Tower-G 540 sq. ft	02.03.2019	29.07.2023	Rs. 22,09,500/-	Rs. 5,52,375/-

Relief sought: Refund along with interest.

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said unit for seeking award of refund along with interest.
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 both the complaints filed by the complainant(s)/allottee(s) are also similar. Out of the above-mentioned case, the particulars of lead case **CR/4803/2024 titled as Suneet Dhingra VS. Revital Reality Private Limited and Ametek India Pvt Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua refund along with interest.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of the project	The Valley Sector-78, Gurugram
2.	Nature of the project	Affordable group housing
3.	Project area	9.0625 acres
4.	DTCP License no.	45 of 2018 dated 29.06.2018 valid upto 28.06.2023
5.	Name of licensee	Revital reality Pvt. Ltd & others
6.	Rera registration no.	20 of 2018 dated 23.10.2018 valid up to 31.10.2022
7.	Unit no. and area of the unit	104, E, 1 ST floor, Tower-E Area 457 sq. ft.
8.	Allotment letter dated	02.03.2019
9.	Date of building plan approval	29.06.2018

10.	Environment clearance dated	29.07.2019
11.	Date of execution of BBA on	N/A
12.	Due date of possession	29.07.2023 [Due date of possession is calculated from the date of environment clearance dated 29.07.2019 being later]
13.	Basic sale consideration	Rs. 14,78,000/-
14.	Amount paid by the complainant	Rs. 9,32,988/-
15.	Occupation certificate /Completion certificate	N/A
16.	Offer of possession	N/A

B. Facts of the complaint:

8. The complainant has made the following submissions in the complaint:

- i. That the Pursuant to the extensive advertisements, assurances, representations, and promises made by the Respondent in respect of its project titled "*The Valley (Affordable Group Housing)*", situated at Sector 78, Gurugram, Haryana, projecting the project as having impeccable facilities, and believing the same to be true and correct, the Complainant decided to book a 1 BHK unit bearing No. 104 in Block/Tower-E on the 1st Floor, admeasuring 457 sq. ft., for a basic sale consideration of ₹14,78,000/-, excluding other applicable charges. The Respondent issued an allotment letter dated 02.03.2019.

- ii. That the Respondent confirmed the allotment of the aforesaid unit, pursuant to which the Complainant made payments aggregating to ₹9,32,988/- to the Respondent. The said payments were duly acknowledged by the Respondent vide its outstanding statement dated 31.02.2021. A copy of the outstanding statement issued by the Respondent along with the bank statement evidencing payment of ₹1,86,598/- made on 10.02.2021.
- iii. That the subject property was originally purchased jointly by Mr. Madan Lal Dhingra and Mr. Sunit Dhingra. Upon the demise of Mr. Madan Lal Dhingra, his entire right, title, and interest in the said property devolved upon Mr. Sunit Dhingra, being his sole legal heir and only son.
- iv. That it is pertinent to note that no Builder-Buyer Agreement/Agreement for Sale was ever executed between the parties, despite the Respondent having collected more than 70% of the total sale consideration from the Complainant. This conduct constitutes a clear and blatant violation of **Section 13(1) of the Real Estate (Regulation and Development) Act, 2016**, which expressly provides that a promoter shall not accept more than ten percent of the cost of the apartment without first entering into a written and registered Agreement for Sale.
- v. That the Respondent collected more than 70% of the sale consideration without execution of the Buyer's Agreement, in gross violation of Section 13 of the RERA Act, 2016. Further, as per Clause 8.1.2 of the Buyer's Agreement, possession of the unit was proposed to be offered within four years from the date of approval of the building plan or environmental clearance, whichever is later.

vi. That as on the date of filing the present complaint, the Respondent has failed to commence any construction activity whatsoever, and no excavation work has been initiated in Tower-E till date.

vii. That the Respondent is a habitual defaulter and chronic litigant, with more than 25 projects of Supertech Ltd. remaining incomplete, thereby reflecting a consistent pattern of delay, mismanagement, and disregard for statutory obligations. That despite a delay of more than one year beyond the promised date of possession, the Respondent has neither commenced construction nor undertaken excavation work for Tower-E, which comprises exclusively 1 BHK units. There is thus no realistic possibility of handing over possession of the subject unit to the Complainant. That the Respondent, with deliberate and mala fide intent, induced the Complainant to invest substantial sums of money on the basis of false promises and misleading representations. The dishonest intent of the Respondent is evident from the following acts and omissions:

- (i) Failure to execute the Buyer's Agreement at the earliest stage;
- (ii) Wilful breach of assurances and representations made at the time of booking;
- (iii) Absolute failure to adhere to the promised construction and delivery timeline without any justifiable cause.

viii. That the present complaint highlights grave deficiencies in service, unfair trade practices, lack of transparency, breach of statutory duties, and contractual violations on the part of the Respondent, which amount to exploitation and duping of homebuyers.

- ix. That the Respondent received a sum of ₹9,32,988/- from the Complainant prior to execution of the Buyer's Agreement. Such conduct squarely violates Section 13(1) of the Real Estate (Regulation and Development) Act, 2016, which prohibits acceptance of more than ten percent of the sale consideration without execution and registration of an Agreement for Sale.
- x. That the Respondent deliberately delayed execution of the Apartment Buyer's Agreement with a view to manipulate the computation of the possession period, which ordinarily commences from the date of execution of such agreement. Although the original booking was made in 2018 and substantial payments were collected, no Buyer's Agreement was executed.
- xi. That the Respondent acted with mala fide intent to unlawfully extract and utilize funds exceeding 70% of the sale consideration, while simultaneously postponing the contractual possession timeline. This conduct constitutes a continuing violation of Section 13(1) of RERA, 2016.
- xii. That the definition and scope of an "Agreement for Sale" under the Act covers both pre-RERA and post-RERA transactions. The Complainant's claim is founded upon the statutory remedies available under Section 18 of the Act, and it is well-settled that a promoter cannot accept any amount beyond the permissible limit without executing a valid Agreement for Sale. In the present case, acceptance of ₹9,32,988/-, far exceeding the statutory threshold of 10%, without execution of the Buyer's Agreement is illegal, arbitrary, and void ab initio under RERA, 2016.

C. Relief sought by the complainant:

9. The complainant has sought following relief(s):
 - (i) Direct the Respondent to refund the entire paid-up amount received from the Complainant, along with interest.
10. The present complaint was filed before the Authority on **25.10.2024**. Despite having been granted sufficient opportunities, the Respondent has failed to file its written statement/reply. Shri Bhrigu Dhami, Advocate, appeared on behalf of the Respondent on 17.10.2025. The Respondent had earlier been granted opportunities to file its defence on **18.07.2025** and **21.02.2025**; however, no written reply has been filed till date. In view of the above and in the interest of expeditious adjudication, the right of the Respondent to file its defence is hereby struck off.
11. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submission made by the parties.

E. Jurisdiction of the authority:

12. The authority has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E. I Territorial jurisdiction

13. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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.

E. II Subject matter jurisdiction

14. 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)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

15. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainants:

F.I Direct the Respondent to refund the entire paid-up amount received from the Complainant, along with interest.

16. In the present complaint, the complainant intends to withdraw from the project and is seeking return of the amount paid by it in respect of subject unit along with interest at the prescribed rate as provided under section 18(1) of the Act. Sec. 18(1) of the Act is reproduced below for ready reference.

"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:-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

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. **Admissibility of refund along with prescribed rate of interest:** The complainant is seeking refund the amount paid by them along with interest prescribed rate of interest. However, the allottee intend to withdraw from the project and are seeking refund of the amount paid by him in respect of the subject unit with interest at prescribed rate as provided 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]

(1) 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.

18. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is

reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

19. 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., 17.10.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
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—

- (i) *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;*
- (ii) *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. Upon perusal of the available record, the Authority observes that the promoter, Revital Reality Pvt. Ltd., has transferred the joint development and marketing rights of the project in question to Ametek India Pvt. Ltd., pursuant to an order issued by the Directorate of Town and Country Planning dated 12.09.2024. It is further noted that Ametek India Pvt. Ltd. applied for continuation of registration under Section 7(3) of the Real Estate (Regulation and Development) Act, 2016, on 26.03.2025, in order to maintain the validity of the project registration. The counsel for the complainant moved an application for impleadment

of Ametek India Pvt. Ltd. as a party respondent in the present complaint. The said application was considered and allowed on 17.10.2025 during the course of hearing.

22. In the present case, the Complainant booked a unit with the Respondent in its project titled "*The Valley, Sector-78*", situated at Sector-78, Gurugram, Haryana. The Complainant was allotted Unit No. 104, Tower-E, 1st Floor, admeasuring 457 sq. ft. of super area, vide allotment letter dated 02.03.2019. Accordingly, the due date for handing over possession of the said unit is computed as 29.07.2023. It is pertinent to note that even after a lapse of more than three years, the Respondent/Promoter has neither obtained the Occupation Certificate from the competent authority nor issued any offer of possession in respect of the allotted unit. The Authority is of the considered view that the allottee cannot be expected to wait indefinitely for possession of a unit for which a substantial portion of the sale consideration has already been paid.
23. In view of the aforesaid facts and circumstances, the Complainant has expressed the intention to withdraw from the project and is well within his rights to do so under Section 18(1) of the Real Estate (Regulation and Development) Act, 2016.
24. However, the Authority is of the view that the allottee cannot be expected to wait endlessly for taking possession of the allotted unit and for which he has paid a considerable amount towards the sale consideration. As observed by **Hon'ble Supreme Court of India in Ireo Grace Realtech Pvt. Ltd. Vs. Abhishek Khanna & Ors., civil appeal no. 5785 of 2019, decided on 11.01.2021**

“.... The occupation certificate is not available even as on date, which clearly amounts to deficiency of service. The allottees cannot be made to wait indefinitely for possession of the apartments allotted to them, nor can they be bound to take the apartments in Phase 1 of the project.....”

20. Further in the judgement of the Hon'ble Supreme Court of India in the cases of **Newtech Promoters and Developers Private Limited Vs State of U.P. and Ors. (supra)** reiterated in case of M/s Sana Realtors Private Limited & other Vs Union of India & others SLP (Civil) No. 13005 of 2020 decided on 12.05.2022. it was observed that:

25. The unqualified right of the allottee to seek refund referred Under Section 18(1)(a) and Section 19(4) of the Act is not dependent on any contingencies or stipulations thereof. It appears that the legislature has consciously provided this right of refund on demand as an unconditional absolute right to the allottee, if the promoter fails to give possession of the apartment, plot or building within the time stipulated under the terms of the agreement regardless of unforeseen events or stay orders of the Court/Tribunal, which is in either way not attributable to the allottee/home buyer, the promoter is under an obligation to refund the amount on demand with interest at the rate prescribed by the State Government including compensation in the manner provided under the Act with the proviso that if the allottee does not wish to withdraw from the project, he shall be entitled for interest for the period of delay till handing over possession at the rate prescribed

25. The promoter is responsible for all obligations, responsibilities, and functions under the provisions of the Act of 2016, or the rules and regulations made thereunder or to the allottee as per agreement for sale under section 11(4)(a). The promoter has failed to complete or unable to give possession of the unit in accordance with the terms of agreement for sale or duly completed by the date specified therein. Accordingly, the promoter is liable to the allottee, as the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to

return the amount received by him in respect of the unit with interest at such rate as may be prescribed.

26. The Authority hereby directs the promoter (Ametek India Pvt. Ltd., R2) to return the amount received by it i.e., Rs. 9,32,988/- with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the actual date of refund of the amount within the timelines provided in rule 16 of the Haryana Rules 2017 ibid.

H. Directions of the Authority:

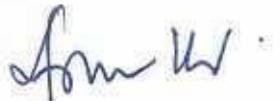
27. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016.
 - i. The respondent- promoter is directed to refund the entire amount of Rs. 9,32,988/- paid by the complainant with interest at the rate of 10.85% (the State Bank of India highest marginal cost of lending rate (MCLR) applicable as on date +2%) as prescribed under rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017 from the date of each payment till the date of actual realization.
 - ii. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

iii. The respondent is further directed not to create any third-party rights against the subject unit before full realization of the paid-up amount along with interest thereon to the complainant and even if, any transfer is initiated with respect to subject unit, the receivables shall be first utilized for clearing dues of complainant-allottee.

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

29. Complaint as well as applications, if any, stands disposed off accordingly.

30. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.10.2025