

Complaint no. 5955 of 2024 and 2 others

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

Date of Decision: **28.11.2025**

NAME OF THE BUILDER		M/s Revital Reality Private Limited & Ametek India Private Limited
S. No.	Case No.	Case title
1.	CR/5955/2024	Rajat Bhatnagar and Neeraj Swarup Bhatnagar VS Revital Reality Private Limited & Ametek India Private Limited
2.	CR/6048/2024	Navneet Singh and Harpreet Kaur VS Revital Reality Private Limited & Ametek India Private Limited
3.	CR/6168/2024	Ambuj Sahai VS Revital Reality Private Limited & Ametek India Private Limited
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE:		
Sh. Kanish Bangia		Advocate for the complainants
Sh. Bhrigu Dhami		Advocate for the respondent no. 1
Ms. Charu Rustagi		Advocate for the respondent no. 2

ORDER

- The above complaints have been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the

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

- 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, "The Valley Sector-78" being developed by the respondent/promoter i.e., **M/s Revital Reality Private Limited & Ametek India Private Limited**. The issue involved in all cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.
- The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession , offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/5955/2024 Bhatnagar and Neeraj Swarup Bhatnagar VS Revital Reality Private Limited & Ametek India Private Limited DOF: 10.12.2024 RR: Not filled	701, 7 TH floor, Tower -E 540 sq. ft.	02.03.2019	29.01.2024 [Calculate d from date of approval of environment clearance i.e. 29.07.2019 being later which	Rs. 14,33,000/-	Rs. 5,42,749/-



				comes out to be 29.07.2023 + 6 months grace period on account of COVID-19 as per HARERA notification no.9/3 2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]		
2.	CR/6048/2024 Case titled as Navneet Singh and Harpreet Kaur VS. Revital Reality Private Limited & Ametek India Private Limited DOF: 10.12.2024 RR: Not filled	601, 6 th floor, 804 build-up area, Tower -B 6445 carpet area 95 balcony area	05.07.2021	29.01.2024 [Calculate d from date of approval of environment clearance i.e. 29.07.2019 being later which comes out to be	Rs. 26,27,500/-	Rs. 17,89,981/-



				29.07.2023 + 6 months grace period on account of COVID-19 as per HARERA notification no.9/3 2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]		
3.	CR/6168/2024 Case titled as Ambuj Sahai VS. Revital Reality Private Limited & Ametek India Private Limited DOF: 13.12.2024 RR: Not filled	503, B, 5 TH floor, Tower -0 690 sq. ft	18.06.2019	29.01.2024 [Calculate d from date of approval of environment clearance i.e. 29.07.2019 being later which comes out to be 29.07.2023 + 6	Rs. 22,09,500/-	Rs. 5,57,899/-

				months grace period on account of COVID-19 as per HARERA notificatio n no.9/3 2020 dated 26.05.202 0 for the projects having completio n date on or after 25.03.202 0]		
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Relief sought: Possession along with interest.

2. Execute the conveyance deed in favour of the complainants.

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
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 promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. Out of the above-mentioned cases, the particulars of case **CR/5955/2024** titled as **Rajat Bhatnagar and Neeraj Swarup Bhatnagar VS Revital Reality Private Limited & Ametek India Private Limited** are being taken into

consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

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/5955/2024 titled as Rajat Bhatnagar and Neeraj Swarup Bhatnagar VS Revital Reality Private Limited & Ametek India Private Limited.

S. No.	Particulars	Details
1	Name of the project	The Valley Sector-78, Gurugram Haryana
2	Project area	9.0625 acres
3	Nature of the project	Affordable group housing project
4	Rera registration no.	20 of 2018 dated 23.10.2018 valid upto 31.10.2018
5	DTCP License no.	45 of 2018 dated 29.06.2018 valid upto 28.06.2023
6	Name of License	Revital Reality Pvt. Ltd. And others
7	Unit no. a	701, 7 th floor, Tower-E
8	Area of the unit	416 sq. ft. [Page 34 of the complaint]
9	Date of Allotment letter on	02.03.2019 [Page 34 of the complaint]
10	Possession Clause	8.1 POSSESSION OF THE APARTMENT 8.1.2 The promoter assures to hand over possession of the apartment along with parking space within 4 years from the date of approval of building plans or EC whichever is later. unless there is delay or failure due to causes attributable to the Allottee, including but not limited to timely payment against the said Apartment as per the Payment Plan, or any of the cause covered under the force majeure conditions as defined under the Agreement. If, however, the completion

		<i>of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.</i>
11	Date of approval of Building Plans	29.06.2018 [As per information received from the planning branch]
12	Date of approval of environment clearance	29.07.2019 As per information received from the planning branch]
13	Due date of possession	29.01.2024 [Calculated from date of approval of environment clearance i.e. 29.07.2019 being later which comes out to be 29.07.2023 + 6 months grace period on account of COVID-19 as per HARERA notification no.9/3 2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020]
14	Basic sale consideration	Rs. 14,33,000/-
15	Amount paid by the complainants	Rs. 5,42,749/-
116	Occupation certificate /Completion certificate	Not obtained
17	Offer of possession	Not offered

B. Facts of the complaint:

8. The complainants have made the following submissions in the complaint:
- i. That the representatives of the Respondent further represented that various sizes of units were available in the project, keeping in consideration the different financial capacities of customers. It was further represented that, since the project was categorized under the Affordable Group Housing Scheme, 2013 of the

- Government of Haryana, complete and easy financial assistance would be provided by various NBFCs and banking institutions.
- ii. That the marketing officials of the Respondent further offered the Complainants a site visit and represented that the Respondent was known for complying with timelines with complete dedication. The Complainants were persuaded not to miss the lifetime opportunity as the booking was allegedly to be closed within a few days.
 - iii. That, relying on the assurances and representations made by the Respondent, the Complainants paid the booking amount to the Respondent, which was duly confirmed.
 - iv. That the Respondent issued a letter-cum-offer of allotment bearing No. The Valley/GGN/AL/0006 dated 02.03.2019, thereby allotting Residential Unit No. 701, Tower-E to the Complainants. That the Respondent executed an Agreement to Sell-cum-Apartment Buyer's Agreement with the Complainants for the aforesaid unit.
 - v. That the Respondent made multiple demands for payments, which the Complainants duly complied with, paying a total amount of Rs. 5,42,749/- by March 2020. That the Complainants submit that the project, being an Affordable Housing Project, was eligible for an interest subsidy of up to Rs. 2.67 lakhs. However, due to non-construction of Tower-E, neither banks nor NBFCs were willing to approve or disburse loans for the said project. This issue was duly communicated to the Respondent, but no steps were taken to facilitate loan arrangements. Further, no response was received to emails sent by the Complainants regarding loan disbursal.

- vi. That, as on the date of filing of this complaint, the Respondent has failed to commence construction work and no excavation has been initiated in Tower-E. The Complainants have already paid more than 40% of the total consideration. However, when the remaining payment was sought through loan approval, no financial institution was willing to finance the project due to the Respondent's poor track record and several incomplete projects.
- vii. That the Complainants, belonging to the lower middle-income group, had applied for the unit under an affordable housing project with the intention of availing a home loan. However, no loan was sanctioned due to the Respondent's reputation and absence of construction activity in Tower-E. During regular site visits, the Complainants observed substantial delays in construction contrary to the approved plan and timeline. The Complainants repeatedly raised concerns through personal visits, letters, and emails seeking clarification.
- viii. That the Respondent merely provided vague assurances regarding timely delivery without addressing the lack of progress. Despite repeated promises, the Respondent failed to deliver possession within the agreed timeline, causing financial strain, emotional distress, and loss of benefits under the PMAY Scheme due to intentional delay. That, having lost all hope regarding possession and interest for delay of more than two years since 2023, and with their expectation of timely delivery shattered, the Complainants have approached this Hon'ble Authority seeking redressal.
- ix. That the Respondent assured the Complainants that the matter would be resolved promptly; however, no improvement has been

observed, resulting in uncertainty and inconvenience. That the Complainants repeatedly raised the matter through telephonic conversations and emails, but the Respondent failed to take corrective action, thereby causing financial loss and mental agony. That the Respondent deliberately and dishonestly induced the Complainants through false promises and extracted substantial amounts, as evident from their conduct and omissions.

- x. That the present complaint highlights deficiencies in service and unfair trade practices adopted by the Respondent in selling the unit, reflecting lack of accountability, transparency, breach of contract, and exploitation of consumers.
- xi. That the Complainants have paid Rs. 5,42,749/- towards the total sale consideration. That the Respondent made false assurances regarding the unit and project, causing financial loss, humiliation, and mental harassment, thereby attracting liability under Section 12 of the Real Estate (Regulation and Development) Act, 2016.
- xii. That the Respondent acted in a deficient, unfair, fraudulent, and wrongful manner and is liable to compensate the Complainants for monetary loss and harassment. That the Respondent is guilty of deficiency in service and unfair trade practice by making false commitments and representations within the purview of RERA, 2016 and applicable rules. That the Government of Haryana issued Gazette Notification dated 19.08.2013 notifying the Affordable Housing Policy, 2013 under Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975, aimed at encouraging timely completion of group housing projects with

predefined size, rate, and timeline to increase affordable housing supply.

- xiii. That although the Real Estate (Regulation and Development) Act, 2016 came into force on 01.05.2016, the Affordable Housing Policy, 2013 remains enforceable as a special policy consistent with the Act.
- xiv. That the Respondent deliberately delayed construction and misused the Complainants' funds, causing financial and mental harassment, with malafide intent to extract further payments. That the definition of Agreement for Sale covers both pre-RERA and post-RERA agreements, and the claim of the Complainants arises under Section 18 of the Act.
- xv. That the Respondent is liable to pay interest under Sections 18(1) and 19(7) of RERA read with Rule 15 of the Haryana RERA Rules, 2017. That the Respondent failed to inform the Complainants regarding delay despite repeated requests and is therefore not entitled to equitable relief. The Complainants have waited for over five years since booking. That the cause of action arose when the Respondent advertised the project, accepted booking amounts, assured completion within two years, failed to deliver possession without reasonable explanation, and continues to subsist on a day-to-day basis.

C. The complainants are seeking the following relief:

9. The complainants have sought following relief(s):
 - a. Direct the respondent to hand over the possession of the unit along with interest.
 - b. Direct the respondent to execute the conveyance deed in favour of the complainants.

10. That the present complaint was filed on 10.12.2024 and was registered as Complaint No. 5955 of 2024. The notice sent to the Respondents through email was duly served on 12.12.2024. The notice sent to the Respondents through post was also duly served. As per the Registry, the Complainants sent a copy of the complaint along with annexures via speed post as well as email, and the tracking report for the same was submitted along with the complaint. Despite proper service of notice, counsel for the Respondents appeared before this Authority on 28.11.2025, namely Shri Brighu Dhami, Advocate for Respondent No. 1, and Ms. Charu Rustagi, Advocate for Respondent No. 2. However, no written reply has been filed by the Respondents till date. In view of the above, the defence of the Respondents is struck off, and the matter is liable to be decided on the basis of facts and documents placed on record by the Complainants, which remain uncontroverted and undisputed.
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 these undisputed documents and submission made by the complainants. The case now proceed on merits shall based on the complainants submission.

E. Jurisdiction of the authority

12. The authority observed that it 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, Haryana 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 completed territorial jurisdiction to deal with the present complaint.

E. II Subject-matter jurisdiction

14. Section 11(4)(a) of the Act 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.

15. So, in view of the provisions of the Act of 2016 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 hand over the possession of the unit along with interest.

16. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso 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. It is observed that the project is registered with the Authority under the name "The Valley", whereas the promoter Ametek Buildtech India Pvt. Ltd., holding joint development/marketing rights, has applied under the name "The First Acre." The Authority has also granted the promoter Registration No. 73/2025 dated 30.05.2025 for 9 acres as an Affordable Group Housing project under Section 7(3) of the Act.
18. Since the project has been transferred to M/s Ametek Buildtech India Pvt. Ltd. by DTCP vide Memo No. LC-3012-III-JE(RK)/2024/28728 dated 12.09.2024, M/s Ametek Buildtech India Pvt. Ltd. shall be solely responsible for:
 1. Offering and handing over possession of the units to all existing allottees; and
 2. Executing the conveyance deeds in favour of the allottees in accordance with the provisions of the Act and the terms of the agreement for sale.
19. All obligations relating to completion, delivery of possession, and execution of conveyance deeds shall be fulfilled exclusively by M/s Ametek Buildtech India Pvt. Ltd.
20. Clause 8.1 of the allotment letter dated 02.03.2019 provides for handing over of possession and is reproduced below:

"8.1.2 The promoter assures to hand over possession of the apartment along with parking space within 4 years from the date of approval of building plans or EC whichever is later, unless there is delay or failure due to causes attributable to the Allottee, including but not limited to

timely payment against the said Apartment as per the Payment Plan, or any of the cause covered under the force majeure conditions as defined under the Agreement. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

21. **Due date of handing over possession:** In the present case, the Respondent no. 2 undertook to deliver possession of the subject unit in accordance with the Affordable Housing Policy. As per the clause, the Promoter assured to hand over possession of the apartment, along with the allotted parking space, within a period of four years from the date of approval of the building plans or the grant of Environmental Clearance, whichever is later.
22. The building plans were approved on 29.06.2018, whereas the Environmental Clearance Certificate was granted by the competent authority on 29.07.2019. Since the grant of Environmental Clearance is the later date, the period for calculating possession is to be reckoned from 29.07.2019. Accordingly, the contractual due date for handing over possession of the subject unit expired on 29.07.2023 + 6 months grace period on account of COVID-19 as per HARERA notification no.9/3 2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020].
23. **Admissibility of delay possession charges at prescribed rate of interest:** 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]

(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.

24. 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.

25. 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., 28.11.2025 is **8.85%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.85%**.

26. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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;"*

27. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent no.

- 2/promoter no.2 which is the same as is being granted to the complainants in case of delayed possession charges.
28. On consideration of the documents available on record and submissions made by both the parties, the authority is satisfied that the respondent no. 2 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. The possession of the subject unit was to be delivered by 29.07.2019 + 6 months grace period on account of COVID-19 as per HARERA notification no.9/3 2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020. Therefore, the due date of possession is 29.01.2024. It is important to note that till date respondent-promoter has not obtained occupation certificate from the competent Authority. The authority is of the considered view that there is delay on the part of the respondent no. 2 to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the allotment letter/buyer's agreement dated 02.03.2019 to hand over the possession within the stipulated period.
29. Accordingly, 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 no. 2 is established. As such, the complainants are entitled to delay possession charges at rate of the prescribed interest @10.85% p.a. w.e.f. 29.01.2024 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
30. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainants. Whereas as per section 19(11) of the Act of 2016, the

allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent no. 2 is directed to get the conveyance deed of the allotted unit executed in favour of the complainants in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

G. Directions of the Authority

31. 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):
- i. The respondent no. 2 is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 29.01.2024 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.
 - ii. The arrears of such interest accrued from 29.01.2024 till the date of order by the authority shall be paid by the respondent/promoter to the complainants within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottees before 10th of the subsequent month as per rule 16(2) of the rules.
 - iii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the

- promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent no. 2 is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if any, after obtaining the Occupancy Certificate. The Respondent no. 2 shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainants, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
 - vi. The respondent no. 2 shall not charge anything from the complainants which is not part of the agreement for sale dated 29.01.2024.
 - vii. The respondent-promoter is not entitled to charge holding charges from the complainants-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020.
32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
 33. Complaint stands disposed of.
 34. File be consigned to registry.



Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.11.2025