

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

Date of Decision:	09.01.2026
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NAME OF THE BUILDER		REVITAL REALTY PVT. LTD. AMETEK BUILDTECH INDIA PVT. LTD.	
PROJECT NAME		"THE VALLEY, NOW KNOWN AS "THE FIRST ACRE"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/4468/2024	Pulkit Dalal and Santosh Kumari V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
2.	CR/4577/2024	Geetika Sharma V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
3.	CR/4579/2024	Sujeet Kumar V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
4.	CR/4618/2024	Shanti Devi V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
5.	CR/4619/2024	Akshay Kumar and Asha V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
6.	CR/4634/2024	Gyan Chand Shukla V/S Revital Realty Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama

		Ametek Buildtech India Pvt. Ltd.	(Advocate for R1) Sh. Amit Sharma (Advocate for R2)
7.	CR/4654/2024	Rajiv Ranjan and Soni Kumari V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)
8.	CR/4723/2024	Vikram V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd.	Sh. Kanish Bangia (Advocate) Sh. Bhrigu Dhama (Advocate for R1) Sh. Amit Sharma (Advocate for R2)

CORAM:

Shri Arun Kumar

Chairman
ORDER

1. This order shall dispose of eight (8) complaints titled as above filed before this authority 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 allottee as per the agreement for sale executed inter se.
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, "The Valley" now Known as "**The First Acre**" (Affordable Group Housing Colony) being developed by the same respondent/promoter i.e., Revital Realty Pvt. Ltd. and Ametek Buildtech India Pvt. Ltd.. The terms

and conditions of the buyer's agreements, fulcrum of the issues involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking delay possession charges along with interest and other.

3. The details of the complaints, reply to 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:

Project Name and Location	The Valley, now known as "The First Acre" Sector 78, Gurugram.				
Project Area DTCP License No.	9.0625 Acres 45 of 2018 dated 29.06.2018 valid upto 28.06.2026				
RERA Registered	Registered Vide no. 20 of 2018 dated 23.10.2018 valid upto 31.10.2022 + 6 months Covid = 30.04.2023 Extension vide no. 20 of 2018 /7(3)/73/2025/15 dated 30.05.2025 valid upto 30.04.2030				
Possession clause as per Affordable Housing Policy, 2013: - 1(iv) "All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy."					
Date of approval of building plans: - 11.10.2018.					
Date of environment clearance: - 29.07.2019.					
Due date of possession: - 29.07.2023 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 29.07.2019, being later)					
Sr. No.	Complaint no. / Title/ Date of Filing / Reply	Unit no. and area	Date of builder buyer agreement	Status of Possession	Total sale consideration and amount paid
1.	CR/4468/2024 Pulkit Dalal and Santosh Kumari V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024	0303, 3 rd Floor 645 sq. ft. (Carpet area) 95 sq. ft. (balcony area) (page 48 of	BBA: 30.05.2019	Due date of possession: 29.07.2023	TSC: - Rs.26,27,500/- AP: - Rs.26,53,776/-

	Reply Not Filed	complaint)			
2.	CR/4577/2024 Geetika Sharma V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	1108, 11 th Floor 571 sq. ft. (Carpet area) 65 sq. ft. (balcony area) (page 56 of complaint)	BBA: 30.05.2019	Due date of possession: 29.07.2023	TSC: - Rs.23,16,500/- AP: - Rs.1,15,825/-
3.	CR/4579/2024 Sujeet Kumar V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0504, 5 th Floor 645 sq. ft. (Carpet area) 95 sq. ft. (balcony area) (page 44 of complaint)	BBA: 23.11.2019	Due date of possession: 29.07.2023	TSC: - Rs.26,27,500/- AP: - Rs.6,63,444/-
4.	CR/4618/2024 Shanti Devi V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0002, Ground Floor 464 sq. ft. (Carpet area) 87 sq. ft. (balcony area) (page 32 of complaint)	BBA: 10.06.2019	Due date of possession: 29.07.2023	TSC: - Rs. 18,99,500/- AP: - Rs. 11,09,248/-

5.	CR/4619/2024 Akshay Kumar and Asha V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0808, 8 th Floor 357 sq. ft. (Carpet area) 100 sq. ft. (balcony area) (page 34 of complaint)	BBA: 12.06.2019	Due date of possession: 29.07.2023	TSC: - Rs. 14,78,000/- AP: - Rs. 7,96,390/-
6.	CR/4634/2024 Gyan Chand Shukla V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0506, 5 th Floor 540 sq. ft. (Carpet area) 99 sq. ft. (balcony area) (page 46 of complaint)	BBA: 24.07.2019	Due date of possession: 29.07.2023	TSC: - Rs. 22,09,500/- AP: - Rs. 13,94,749/-
7.	CR/4654/2024 Rajiv Ranjan and Soni Kumari V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0803, 8 th Floor 540 sq. ft. (Carpet area) 99 sq. ft. (balcony area) (page 44 of complaint)	BBA: 11.06.2019	Due date of possession: 29.07.2023	TSC: - Rs. 22,09,500/- AP: - Rs. 8,36,849/-

8.	CR/4723/2024 Vikram V/S Revital Realty Pvt. Ltd. Ametek Buildtech India Pvt. Ltd. DOF 04.10.2024 Reply Not Filed	0905, 9 th Floor 464 sq. ft. (Carpet area) 87 sq. ft. (balcony area) (page 34 of complaint)	BBA: 10.06.2019	Due date of possession: 29.07.2023	TSC: - Rs. 18,99,500/- AP: - Rs. 9,59,248/-
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The complainants in the above complaint(s) have sought the following reliefs:

1. Direct the respondents to handover the possession of the apartment with the amenities and specifications as promised and one parking space as mentioned in ABA in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons.
2. Direct the respondents to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is denied to the complainants by the respondents.
3. Direct the respondents not to charge anything which is not part of payment plan.
4. Direct the respondents to get the conveyance deed executed without raising illegal demands from the complainants.
5. Direct the respondents to provide the exact layout plan of the said unit.

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

Abbreviation	Full form
DOF	Date of filing complaint
BBA	Builder Buyer Agreement
TSC	Total Sale Consideration
AP	Amount paid by the allottee(s)

4. The aforesaid complaints were filed against the promoter on account of violation of the buyer's agreement and allotment letter against the allotment of units in the project of the respondents/builder and for not handing over the possession by the due date, seeking award of delayed possession charges.
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/respondents 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. 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/4468/2024 titled as Pulkit Dalal and Santosh Kumari V/s Revital Realty Pvt. Ltd. and Ametek Buildtech India Pvt. Ltd.** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name of the project	The Valley, now known as " The First Acre " Sector 78, Gurugram.
2.	Nature of project	Affordable Group Housing Project
3.	Project area	9.0625 acres
4.	DTCP license no.	45 of 2018 issued on 29.06.2018 valid up to 28.06.2026
5.	Name of licensee	Ametek Buildtech India Pvt. Ltd. and 3 others.
6.	DTCP order regarding grant of Joint Development/Marketing rights from Revital Realty Pvt. Ltd. to Ametek Buildtech India Pvt. Ltd.	12.09.2024
7.	RERA Registered/ not registered	Registered Vide no. 20 of 2018 dated 23.10.2018 valid upto 31.10.2022 + 6 months Covid = 30.04.2023

		Extension vide no. 20 of 2018 /7(3)/73/2025/15 dated 30.05.2025 valid upto 30.04.2030
8.	Approval of building plans	11.10.2018
9.	Environment Clearance	29.07.2019
10.	Agreement for sale	30.05.2019 (Page no. 43 of complaint)
11.	Unit no.	0303, 3 rd Floor, 3 BHK (page no. 48 of complaint)
12.	Area admeasuring	804 sq. ft. (645 sq. ft. carpet area + 95 sq. ft. balcony area) (page no. 48 of complaint)
13.	Possession clause	8. Possession of the Apartment 8.1.2 The Promoter assures to handover possession of the apartment along with parking space (if any) within 4 years from the date of approval of building plans or grant of environment certificate whichever is later, unless there is delay or failure due to any 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 causes covered under the Force Majeure conditions as defined under this agreement.
14.	Due date of possession	29.07.2023 (Calculated from the date of EC being later)
15.	Total sale consideration	Rs. 26,27,500/- (as per payment plan on page no. 71 of complaint)
16.	Paid up amount	Rs. 26,53,776/- (as alleged by complainants at page 30 of complaint)

17.	Occupation certificate	NA
18.	Offer of possession	NA

B. Facts of the complaint:

8. The complainants have made the following submissions in the complaint:
- I. That relying upon the assurances and representations of the respondent no. 1, the complainants gave a cheque for the amount of Rs. 1,31,375/- at the time of booking. The respondent no. 1 confirmed the payment by issuing a payment acknowledgement-cum-receipt dated 27.02.2019.
 - II. That the respondent no. 1 issued a letter-cum-offer of allotment dated 02.03.2019 thereby allotting residential unit No. 303, Tower-D to the complainants.
 - III. That the respondent no. 1 executed agreement to sale cum apartment's buyer agreement dated 30.05.2019 with the complainants for the above-mentioned unit.
 - IV. That the respondent no. 1 issued outstanding statements-cum-demand letters dated 03.06.2019 and 06.09.2019 amounting to Rs. 6,529/- and Rs. 3,38,291/- respectively. The complainants made timely payments in response to these demands.
 - V. Despite making timely payments in response to every demand letter, the complainants were hopeful of receiving possession of their apartment by the delivery date specified in the sale agreement-cum-apartment buyer's agreement. However, during regular site visits, the complainants noticed significant delays, as the construction was not progressing according to the approved plan and timeline. Concerned by this, the complainants repeatedly brought the issue to the respondent's attention

through personal visits, formal letters and emails requesting clarity on the delay.

- VI. Having lost all hope in the respondent no. 1 regarding the possession of the apartment and the interest owed due to the delay of more than two years since 30.05.2023 and with their dreams of timely delivery of the flat as per the buyer's agreement-cum-sale agreement shattered, the complainants have approached this Hon'ble Authority seeking redressal of their grievance.
- VII. That the complainants has repeatedly tried to bring the current matter to the attention of the respondent no. 1, conveying their concerns through various telephonic conversations and emails. However, the respondent no. 1 paid no heed to the requests of the complainants and took no steps to rectify the situation. This disregard for the complainants' repeated attempts to resolve the issue has exacerbated the situation, causing significant financial loss and distress.
- VIII. That respondent no. 1 provided false and incorrect statements and assurances in respect of said unit and said project and the complainants have thereby lost their hard earned money facing humiliation and harassment, physical as well as mental in the hands of respondent no. 1 and therefore the respondent no. 1 are liable to compensate the losses caused to the complainants due to the fraudulent and unfair trade practice on the part of respondent no. 1 as per Section 12 of the RERA, 2016 and rules thereunder.
- IX. That the respondent no. 1 acted in a very deficient, unfair, wrongful, fraudulent manner. Respondent no. 1 is therefore, liable to pay the damages and compensation for the monetary loss and harassment suffered by the complainants due to the aforesaid illegal and wrongful acts of respondent no. 1.

- X. The Haryana Government through its Town and Country Planning Department issued Gazette notification on 19th August 2013 No. PF 27/48921. The Governor of Haryana has been pleased to notify a comprehensive Affordable Housing Policy-2013' under the provisions of Section 9 A of The Haryana Development and Regulation of Urban Areas Act, 1975 and any other corresponding statute, governing development of group housing colonies. It is a special policy, for allotment of affordable houses. The object to launch this policy is mentioned as "to encourage the planning and completion of "Group Housing Projects" wherein apartments of 'pre-defined size' were made available at 'pre-defined rates' within a 'Targeted time-frame' as prescribed under the present policy to ensure increased supply of 'Affordable Housing' in the urban housing market, to the deserving beneficiaries".
- XI. Although the Real Estate (Regulation and Development) Act, 2016 came into force w.e.f. 1st may, 2016. In this way, this Act came into force after aforesaid notification, even then aforesaid notification was issued for specific object as described above. While, the Real Estate (Regulation and Development) Act, 2016 is a wider act, governing development and regulation of real estates no provision of affordable housing policy is contrary to the provisions of said act and no provision of it has been repealed by the legislature. Due to all this, despite having been launched prior to the Act, being specific policy, it is still enforceable.
- XII. That the respondent no. 1 deliberately delayed the construction of the project and misused the complainants' hard-earned money, thereby causing them financial and mental harassment. In the present case, the respondent no. 1 intentionally and with malafide intent delayed the delivery of the apartment in order to extract more money from the complainants.

- XIII. The definition of agreement for sale as mentioned above will cover both the pre-RERA as well as the post-RERA agreements. The claim of the complainants is based on the remedies provided under Section 18 of the Act. Meaning thereby the operation of the provisions of the Act cannot be restricted only to the post RERA agreements.
- XIV. That the respondent no. 1 is well aware that the project is over delayed and hence are liable to pay interest as per the provisions of the RERA 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. According to Sections 18(1) and 19(7) of RERA 2016 read with Rule 15, the respondent no. 1 is liable to pay the allottee interest for delaying the possession.
- XV. That the respondent no. 1 did not care to keep the complainants informed about the delay in possession despite multiple attempts made by the complainants to obtain such information and hence, the principle of equity does not favour the respondent no. 1. The respondent no.1 is required to offer the possession as required under law as the complainants have waited for a long time period of 5 years since the booking of the said unit.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
- i. Direct the respondents to handover the possession of the apartment with the amenities and specifications as promised and one parking space as mentioned in ABA in all completeness without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons.
 - ii. Direct the respondents to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from

- due date of possession till date of actual physical possession as the possession is denied to the complainants by the respondents.
- iii. Direct the respondents not to charge anything which is not part of payment plan.
 - iv. Direct the respondents to get the conveyance deed executed without raising illegal demands from the complainants.
 - v. Direct the respondents to provide the exact layout plan of the said unit.
10. The present complaint was filed on 04.10.2024. The counsel for the respondent no. 1 has not filed reply in the present complaint. Vide proceedings dated 02.04.2025 the present matter was adjourned sine die in terms of the order dated 04.06.2024 passed by NCLT. Thereafter on 12.11.2025 the said matter was revived and respondent no. 2 i.e., Ametek Buildtech India Pvt. Ltd. was also impleaded as a necessary party to the present case. Vide Proceedings dated 12.11.2025 the respondent no. 2 was also directed to file reply in the present matter however, it fails to file till date. Therefore, the authority assumes/ observes that the respondents has nothing to say in the present matter and accordingly the authority struck off the defense of the respondents.
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 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) 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 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(s):

- i. Direct the respondents to handover the possession of the apartment with the amenities and specifications as promised and one parking space as mentioned in ABA in all completeness**

without any further delay and not to hold delivery of the possession for certain unwanted and illegitimate reasons.

- ii. Direct the respondents to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is denied to the complainants by the respondents.

16. In the present complaint, the complainants 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."*

(Emphasis supplied)

17. In the present complaint, the complainants had booked a residential unit in the affordable group housing project initially known as "The Valley", which is presently known as "The First Acre", being developed by Respondent No. 1, namely M/s Revital Realty Pvt. Ltd. The Agreement for Sale was duly executed between the complainants and Respondent No. 1 on 30.05.2019.
18. During the course of hearing, the Authority observed that the National Company Law Tribunal, New Delhi, vide its order dated 04.06.2024 passed in the matter titled "Manish Aneja & Ors. vs. M/s Revital Realty Pvt. Ltd." in Company Petition No. IB (IBC) 657/ND/2021, had declared a moratorium under Section 14 of the Insolvency and Bankruptcy Code, 2016 against the corporate debtor in respect of the project in question. Pursuant to the said order, Mr. Gaurav Katiyar was appointed as the Interim Resolution Professional (IRP) of the Corporate Debtor. In view of the aforesaid

moratorium, the present complaint was adjourned sine die by the Authority vide order dated 02.04.2025.

19. Subsequently, on 30.06.2025, the complainants filed an application seeking revival of the present complaint and impleadment of Respondent No. 2, namely M/s Ametek Buildtech India Pvt. Ltd. The complainants submitted that the project "The Valley", which was originally being developed by M/s Revital Realty Pvt. Ltd., has now been acquired by M/s Ametek Buildtech India Pvt. Ltd. as the Joint Development Rights/Joint Marketing Rights Holder and the said entity is presently managing and undertaking the construction and other project-related activities.
20. Upon perusal of the record and documents placed on file, the Authority observes that the project namely "The Valley", situated at Sector-78, Gurugram, was originally registered with the Authority under Registration Certificate (RC) No. 20 of 2018 dated 23.10.2018 which was valid up to 30.04.2023 with M/s Revital Realty Pvt. Ltd. as the promoter. A complaint regarding delay in construction of the said project was received by the Authority on 09.04.2024 upon which the Authority took suo motu cognizance against the promoter.
21. During the course of the proceedings in the said matter, the Authorized Representative (AR) appearing on behalf of M/s Revital Realty Pvt. Ltd. informed the Authority that the project had been transferred to M/s Ametek Buildtech India Pvt. Ltd. pursuant to approval granted by the Department of Town and Country Planning, Haryana (DTCP) vide Memo No. LC-3012-III-JE(RK)/2024/28728 dated 12.09.2024.
22. It was further submitted during the hearing by M/s Ametek Buildtech India Pvt. Ltd. that the project comprises 428 existing allottees, and the consent of 297 allottees, which constitutes more than two-thirds (2/3rd) of the allottees had been obtained in accordance with applicable regulations.

Pursuant thereto, a public notice dated 14.01.2025 regarding the change of developer was also published in three newspapers inviting objections from stakeholders however, no objections were received.

23. In view of the aforesaid facts and circumstances, the Authority observes that the project originally registered under the name "The Valley" has now been transferred and registered in favour of M/s Ametek Buildtech India Pvt. Ltd. and the said project is presently being developed under the new name "The First Acre." Accordingly, the Authority observes that Respondent No. 2 having taken over the project is now responsible for completing the construction of the project and fulfilling the obligations towards the allottees in accordance with the applicable provisions of law.
24. The said project is an affordable housing project and the Clause 1(iv) of the affordable housing policy, 2013 is relevant and reproduced below:

1 (iv)

All such projects shall be required to be necessarily completed within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of the policy.

(Emphasis supplied)

25. **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.

26. 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.
27. 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., 09.01.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
28. 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;"*
29. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., **10.80%** by the respondent no. 2/ promoter which is the same as is being granted to it in case of delayed possession charges.
30. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the authority regarding

contraventions as per provisions of rule 28, the Authority is satisfied that the respondent no. 2 is in contravention of the provisions of the Act. By virtue of clause 1(iv) of the affordable housing policy, 2013 the possession of the subject unit was to be delivered within 4 years from the date of sanction of building plans or receipt of environmental clearance, whichever is later. Therefore, the due date of handing over possession is 29.07.2023 to be calculated 4 years from the environmental clearance i.e., 29.07.2019 being later. Till date no occupation certificate has been obtained by the respondent no. 2/promoter. The authority is of the considered view that there is delay on the part of the respondent no. 2/promoter to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and to hand over the possession within the stipulated period.

31. The Authority further finds that there has been a delay on the part of the respondent no. 2/promoter in offering possession of the allotted unit to the complainants in accordance with the terms of the buyer's agreement. This delay constitutes a failure on the part of the respondent no. 2/promoter to fulfill their contractual obligations, including the timely delivery of possession as stipulated in the agreement. Accordingly, it is the failure of the respondent no. 2/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.

32. 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/promoter is established. As such, the allottee shall be paid by the promoter interest at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 29.07.2023 till the offer of possession of the subject unit after obtaining occupation certificate from

the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.

iii. Direct the respondents not to charge anything which is not part of payment plan.

33. The respondent no. 2 shall not charge anything from the complainants which is not part of the buyer's agreement.

iv. Direct the respondents to get the conveyance deed executed without raising illegal demands from the complainants.

34. Section 17 (1) of the Act deals with duty 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."

35. As OC of the unit has not been obtained, accordingly conveyance deed cannot be executed without the unit come into existence for which conclusive proof of having obtained OC from the competent authority and filing of deed of declaration by the promoter before registering authority.

v. Direct the respondents to provide the exact layout plan of the said unit.

36. As per section 19(1) of Act of 2016, the allottee shall be entitled to obtain information relating to sanctioned plans, layout plans along with specifications approved by the competent authority or any such information provided in this Act or the rules and regulations or any such information relating to the agreement for sale executed between the parties. Therefore, the respondent no. 2/promoter is directed to provide the exact layout plan to the complainants.

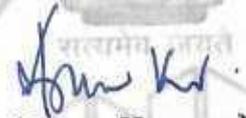
F. Directions of the Authority:

37. 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 (in all the above mentioned complaints) to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 29.07.2023 till the offer of possession of the subject unit after obtaining occupation certificate from the competent authority plus two months or handing over of possession whichever is earlier as per the provisions of section 18(1) of the Act read with rule 15 of the rules.
- ii. The respondent no. 2 is directed to pay arrears of interest accrued within 90 days from the date of this order as per rule 16(2) of the rules and thereafter monthly payment of interest be paid till date of handing over of possession shall be paid on or before the 10th of each succeeding month.
- iii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be at the prescribed rate i.e., 10.80% by the

respondent no. 2/promoter, which is the same rate of interest which the promoter shall be liable to pay to the allottee, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.

- iv. The complainants are also directed to pay the outstanding dues, if any.
- v. The respondent no. 2 shall not charge anything from the complainants, which is not the part of the buyer's agreement.
- vi. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
- vii. Complaints stand disposed of.
- viii. Files be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 09.01.2026

HARERA
GURUGRAM