

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

Complaint no. : 3428 of 2024
First date of hearing: 22.11.2024
Date of decision : 31.10.2025

Pradeep Kumar Agarwal,
R/o: H.No. 48/33, Lathi Mohal
Kanpur.

Complainant

Versus

M/s Pyramid Infratech Private Limited
Regd. Office at: H-38, M2K White House,
Sector-57, Gurugram 122002

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Sh. Siddhant Sharma (Advocate)
Sh. Arun Yadav (Advocate)

Complainant
Respondent

ORDER

1. The present complaint dated 26.07.2024 has been filed by the complainant/allottee 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 provisions of the Act or the Rules and regulations made there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"Pyramid Fusion Homes", Sector 70A, Gurugram
1.	Nature	Affordable group housing
2.	Project area	5.11 acres
3.	DTCP Lincese	84 of 2018 dated 10.12.2018 valid upto 09.09.2024
4.	RERA registered/ not registered	Registered 10 of 2019 dated 21.02.2019 valid upto 20.08.2024
5.	Allotment Letter	18.05.2019 (As per page 12 of the complaint)
6.	Unit no.	608, 6 th floor, tower-4 (As per allotment letter on page 13 of complaint)
7.	Unit area admeasuring (carpet area)	580.54 sq. ft. (As per page 13 of complaint)
8.	Date of execution of buyer's agreement	19.08.2019 (As per BBA on page 30 of complaint)
9.	Possession Clause	8.11 <i>The promoter/developer shall endeavor to handover possession of the said apartment within a period of four years.</i>

		<i>(48 months) from the commencement date, subject to timely payment by the allottee towards the total price. The time frame for possession provided hereinabove is tentative and shall be subject to force majeure.</i> <i>(as per page 40 of complaint)</i>
10.	Date of sanction of building plans	23.01.2019 [as per BBA on page 32 of complaint]
11.	Date of receipt of environment clearance	30.08.2019 (on page 15 of reply)
12.	Due date of possession	30.08.2023 [Calculated from the date of environment clearance]
13.	Total sale consideration	Rs.23,95,882/- (As per payment plan on page 49 of complaint)
14.	Amount paid by the complainant	Rs.22,77,274/- (as per payment receipts on page 19-29 of complaint)
15.	Occupation certificate	14.08.2024 (on page 26 of reply)
16.	Offer of possession	10.12.2024 (on page 29 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions: -

- I. That the complainant is a respectful citizen. The complainant booked an apartment bearing no. 608, unit type b, 2bhk, admeasuring 580.54 sq.ft. and balcony area 100 sq. ft. situated at 6th floor tower-4 in Affordable Group Housing Colony namely "Pyramid Fusion Homes, Gurugram" in revenue estate of village Palra, Sector 70A, Gurugram Manesar, Urban Complex District, Gurugram along with one two-wheeler open parking site in project.
- II. That the respondent - M/S Pyramid Infratech Pvt. Ltd is a company registered with the registrar of companies under the companies act, 1956 having its office at by having their office at 217a-217b, 2nd Floor, Suncity Business Tower, Sector-54, Golf Course Road, Gurgaon and involved in the business of construction and development of residential and commercial projects and is registered with RERA with registration no. 10/2019.
- III. That the respondents till date have not received the environmental clearance from the state environment impact assessment authority Haryana and occupational certificate.
- IV. That the complainant applied to the company vide application no. 003633 dated 18.03.2019 for allotment of residential unit in the project of the respondent by the name of "Pyramid Fusion Homes, Gurugram-Affordable Housing Scheme". The respondent provided the complainant provisional allotment letter dated 18.05.2019 for unit no. 608 tower- 4 on making initial payment of Rs. 1,19,794/- and the complainant duly received a receipt acknowledging the payment.
- V. That the complainant from 18.05.2019 to 18.05.2022 disbursed payments through to the respondent to the tune of Rs 23,95,882/- for unit no. 608 tower- 4, which were duly acknowledged by the respondent by issuing receipts time to time.
- VI. That the respondent and complainants signed the builder buyers agreement dated 19.08.2019 for allotment of residential apartment bearing no. 608, unit type b, 2bhk, admeasuring 580.54 sq.ft. and balcony area 100 sq. ft. situated at 6th floor tower-4 in affordable group housing colony namely "Pyramid Fusion Homes, Gurugram" in revenue

estate of village Palra, Sector 70A, Gurugram Manesar, Urban Complex District, Gurugram along with one two-wheeler open parking site in project earmarked and to be allotted with the apartment of the said project to the identified and allotted by the company at the time of handing over possession of the said apartment.

VII. That as per clause 2.1 of the BBA the complainant was to pay a sum of Rs. 23,95,882.00/- to the respondent as total consideration for residential apartment bearing no. 608, Unit Type B, 2BHK, admeasuring 580.54 sq.ft. and balcony area 100 sq. ft. situated at 6th floor tower-4 in affordable group housing colony namely "Pyramid Fusion Homes, Gurugram" in revenue estate of village Palra, Sector 70A, Gurugram Manesar, Urban Complex District, Gurugram along with one two-wheeler open parking site in project earmarked.

VIII. That as per clause 8.11, the respondent shall hand over the possession within a period of 4 years from the commencement date therefore the possession to the complainant should have been offered on 19 August 2023, failed to hand over the possession. Furthermore, as per clause 8.7, the respondent shall pay the complainant interest at the rate prescribed in the rules for every month of delay. in the present matter the respondent has not yet offered the possession to the complainant. Therefore, the complainant is entitled to get the compensation for delayed possession along with the offer of possession.

IX. That the complainant tried to seek clarification and justification for the unreasonable delay by the respondent in handing over the possession through number of emails, but the respondent did not provide any clarification and justification for the delay except stating that they have not received the occupancy certificate. Furthermore, the respondent also restrained the complainant from entering the construction premises to check whether the actual construction work is being done or not. That despite having paid the total consideration amount of Rs. 23,95,882/- to the respondent and wherein there was a considerable delay of more than 48 months in handing over the offer of possession to the complainant. That thereafter till date the respondent did not hand over the physical possession or got the offer of possession for the

complainant. Furthermore, the official website of the respondent shows that the project namely "Pyramid Fusion Homes" is complete for tower 4 in sector 70a thereby deceiving the complainant by providing incorrect information through the emails and by restraining the complainant from entering into the premises stating that the construction work is ongoing in the premises.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
 - a) Direct the Respondent to provide the offer of possession and pay the delayed possession charges along with interest as per clause 8.7 of the Builder Buyers Agreement for delay in handing over the possession with effect from 18.05.2022 to the Complainant towards purchase of the residential unit; and
 - b) Direct the Respondent to handover the possession of the said unit to the complainants on registering the conveyance deed; and
 - c) Direct the Respondent to not create any third-party interest in the unit allotted to the Complainants (subject property); and
 - d) Direct the Respondent not to cancel the allotment as the Respondent has already received entire sale consideration amount;
 - e) Hold the Respondent guilty for not providing the offer of possession for such a long time even after receiving entire amount of sale consideration.
 - f) Award pendent lite interest as per rules from the date of payment of amounts till realization; and
 - g) Direct the Respondent to complete the basic infrastructure and provide all the basic amenities in the project to make the unit habitable before Handing over the Physical possession of the apartment.
5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint vide its reply dated 25.11.2024 on following grounds: -
 - i. That the present complaint, filed by the complainant, is bundle of lies and hence is liable to be dismissed. Further the complaint is also not maintainable as it doesn't disclose any cause of action for filing the complaint against the respondent.
 - ii. That the present complaint is an abuse of the process of this Authority and process of law at the behest of the complainant. The complainant is trying to suppress material facts relevant to the matter. The complainant is making false, misleading, frivolous, baseless, unsubstantiated allegations against the respondent with malicious intent and the sole purpose of the complainant behind filing the complaint is to extract unlawful gains from the respondent.
 - iii. That the complaint is devoid of any merits and as such is liable to be out-rightly dismissed with heavy and exemplary costs in favour of the respondent.
 - iv. That the present complaint is also not maintainable and is liable to be dismissed as the complainant by way of this complaint wants to extract illegal money. The above fact stands proved from the prayer clause of the petition wherein the complainant is seeking unfair and illegitimate amount from the Authority, of which he is not entitled to.
 - v. That the present complaint is also liable to be dismissed as there is no cause of action in favour of the complainant and against the respondent, to file the present complaint. The complainant has preferred the instant complaint in order to obtain wrongful gain and to cause wrongful loss to the respondent.
 - vi. That the present complaint is also liable to be dismissed as the occupation certificate with respect to the project had already been applied and same is pending at the end of Department of Town & Country Planning, Haryana.
 - vii. That before submitting para wise reply to the brief facts, the respondent deems it fit and proper to provide the additional and material facts, which will prove that the present complaint is devoid of any merits and is liable to be out-rightly dismissed.

- viii. The respondent after obtaining license no. 84 of 2018 starting developing a Affordable Group Housing Colony, as per affordable Housing Policy-2013, on land situated within the revenue estate of Village Palra, Sector-70A, Gurugram.
- ix. The complainant vide application bearing no. 003633 applied for allotment of a residential apartment in the aforesaid project of the respondent namely "PYRAMID FUSION HOMES" and in terms of draw held on 16th may, 2019, apartment bearing no. 608, tower-4, 6th floor having carpet area of 580.54 sq. ft. and balcony area of 100 sq. ft. with an open 02 wheeler parking site, was allotted to the complainant for a tentative total sale consideration of Rs. 23,95,882/- vide allotment letter dated 18.05.2019.
- x. Thereafter the respondent executed a apartment buyer's agreement dated 19.08.2019 in favour of the complainant vide Vasika No. 6590 dated 19.08.2019 with an understanding that subject to force majeure circumstances, the possession of the allotted apartment shall be provided to the complainant within 04 years from the date of approval of building plan or grant of environmental clearance, whichever is later and as the environmental clearance with respect to the project pyramid fusion homes was received on 30.08.2019, the tentative date of offering possession in terms of apartment buyer's agreement was 30.08.2023.
- xi. That the apartment buyer's agreement clearly and expressly records a force majeure clause. It is not out of place to mention here that due to various orders, construction was banned in Haryana for 141 days from 23.01.2019 to 21.11.2021.
- xii. That further, the Haryana Real Estate Regulatory Authority, Gurugram vide notification dated 26.05.2020 had given an extension of 180 days under force majeure keeping in view of covid-19 pandemic situation in the country. As such in terms of force majeure clause, respondent is entitled for a grace period of 321 days.
- xiii. That the respondent after completing the construction and development of the project in question submitted application for grant of occupation certificate on 14.03.2023 before the Office of Department of Town and Country Planning, Haryana, i.e. much before

the tentative date of offering possession of the unit in question. However the office of DTCP, delayed the issuance of occupation certificate which consequently delayed the offering of possession to the complainant, without any fault/default on the part of the respondent.

xiv. That after great persuasion and follow-ups, the occupation certificate with respect to project Pyramid Fusion Homes, as received on 14.08.2024. The respondent after completing the formalities had already issued letter dated 10/12/2024 thereby offering possession of the unit to the complainant.

xv. That the delay in completion of construction also occurred due to stay of construction by NGT at several instances and also due to non-payment of outstanding dues by other allottees of the project, yet the of record respondent has completed the construction of the project.

xvi. That the updates regarding construction as well as completion and filing of application for grant of occupation certificate were regularly provided to all the allottees of the project including but not limited to the complainant, however the complainant knowing fully well that the delay in completion and consequently the possession is due to force majeure circumstances beyond the control of the respondent and also due to non-receipt of occupation certificate within stipulated time without any default on the part of the respondent, yet has filed the present complaint just to extort illegal and unreasonable money from the respondent.

7. 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 submissions made by the parties.

E. Jurisdiction of the authority

8. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. 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.

E.II Subject-matter jurisdiction

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

11. 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 complainant at a later stage.

F. Findings on the relief sought by the complainant.

F.I Direct the respondent to provide the offer of possession and pay the delayed possession charges along with interest as per clause 8.7 of the

builder buyers agreement for delay in handing over the possession with effect from 18.05.2022 to the complainant towards purchase of the residential unit; and

F.II Direct the respondent to handover the possession of the said unit to the complainants on registering the conveyance deed; and

F.III Direct the respondent to not create any third-party interest in the unit allotted to the complainants (subject property); and

F.IV Direct the respondent not to cancel the allotment as the respondent has already received entire sale consideration amount;

F.V Hold the respondent guilty for not providing the offer of possession for such a long time even after receiving entire amount of sale consideration.

F.VI Award pendent lite interest as per rules from the date of payment of amounts till realization; and

F.VII Direct the respondent to complete the basic infrastructure and provide all the basic amenities in the project to make the unit habitable before handing over the physical possession of the apartment.

12. On the above-mentioned reliefs sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other reliefs.

13. The complainant intends to continue with the project and is 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."*

14. At the outset, it is relevant to comment on the possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and application, and the complainant not being in default under any provisions of these agreements and compliance with all provisions, formalities and

documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottees that even a single default by the allottees in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottees and the commitment date for handing over possession loses its meaning. The incorporation of such clause in the buyer's agreement by the promoter is not only in grave violation of clause 1(iv) of the Affordable Housing Policy, 2013, but also deprive the allottees of their right accruing after delay in possession.

15. Clause 1(iv) of the Affordable Housing Policy, 2013 provides for completion of all such projects licenced under it and the same is reproduced as under for ready reference:

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."

16. Due date of handing over of possession: As per clause 1(iv) of the Affordable Housing Policy, 2013 it is prescribed that "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 this policy. The respondent has obtained environment clearance and building plan approval in respect of the said project on 30.08.2019 and 23.01.2019 respectively. Therefore, the due date of possession is being calculated from the date of environmental clearance, being later. Therefore, the due date of possession comes out to be 30.08.2023.

17. 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.

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., 31.10.2025 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

21. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the

respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

22. On consideration of the documents available on record and submissions made by both the parties, 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 1(iv) of the Affordable Housing Policy, 2013, the respondent/promoter shall be necessarily required to complete the construction of the project within 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later. Therefore, in view of the findings given above, the due date of handing over of possession was 30.08.2023. However, the respondent has failed to handover possession of the subject apartment to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period.
23. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.05.2022 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
24. Further, as per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant. 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.

G. Directions of the authority

25. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act:

- i. The respondent/promoter is directed to pay interest to the complainant(s) 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., 30.08.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from 30.08.2023 till the date of order by the authority shall be paid by the promoter to the allottee(s) 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 allottee(s) before 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The respondent/promoter shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant(s) in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
- iv. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

- v. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the Affordable Housing Policy, 2013 as well as buyer's agreement.
- vi. The rate of interest chargeable from the allottee(s) 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 allottee(s), in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

1. Complaint as well as applications, if any, stand disposed off accordingly.
2. Files be consigned to registry.

Dated: 31.10.2025



Arun Kumar
Chairman

Haryana Real Estate Regulatory
Authority, Gurugram