

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

Date of decision: 16.12.2025

Name of the Builder		Pyramid Infratech Private Limited	
Project Name		Pyramid-Fusion Homes	
S.no.	Complaint No.	Complaint title	Attendance
1.	CR/1648/2025	Nitesh Yadav V/s Pyramid Infratech Private Limited	Bhuwan Chandra (Complainant) Harshvardhan (Respondent)
2.	CR/1650/2025	Nishu Yadav V/s Pyramid Infratech Private Limited	Dhanesh Relan (Complainant) Harshvardhan (Respondent)
3.	CR/1720/2025	Virendra Singh Yadav V/s Pyramid Infratech Private Limited	Dhanesh Relan (Complainant) Harshvardhan (Respondent)

<b>CORAM:</b>	
<b>Arun Kumar</b>	<b>Chairman</b>
<b>Phool Singh Saini</b>	<b>Member</b>

**ORDER**

1. This order shall dispose of all the 3 complaints titled as above filed before this authority in Form CRA under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "the rules") for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all its obligations,

responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the projects, namely, 'Pyramid Fusion Homes' being developed by the same respondent promoters i.e., M/s Pyramid Infratech Private Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges.
- 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:

<i>Project: "Pyramid-Fusion Homes" at Sector 70 A, Gurugram</i>							
<i>Possession clause in Affordable Housing Policy-</i>							
<i>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.</i>							
<i>1. Date of sanction of building plans- Date of sanction of building plans is 23.01.2019 as per the document available on the file.</i>							
<i>2. Date of grant of environmental clearance- Date of grant of environmental clearance is 30.08.2019 as per the document available on the file.</i>							
<i>3. Due date of handing over of possession- 30.02.2024</i>							
<i>(The due date has been calculated as 4 years from date of grant of environmental clearance i.e., 30.08.2019 as per policy of 2013 + 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020).</i>							
<i>4. Occupation certificate- 14.08.2024</i>							
<i>5. DTCP License no. 84 of 2018 dated 10.12.2018-</i>							
<i>6. RERA registration - 10 of 2019 dated 21.02.2019 valid upto 20.08.2024.</i>							
Sr. No.	Complaint no./title/ date of filing complaint	Reply status	Unit No. and area admeasuring (Carpet area)	Date of execution of apartment buyer's agreement , Due date	Offer of possession , Handover of possession , Conveyance deed	Total sale consideration and amount paid by the Complainant (s)	Relief Sought

1	CR/1648/2025 Nitesh Yadav V/s Pyramid Infratech Private Limited DOF- 27.03.2025	Reply received on 14.08.2025	507, at 5 <sup>th</sup> Floor, Tower -7 591.15 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) (Page 19 of complaint)	12.06.2019 Due date- 30.02.2024	OOP- 21.08.2024 Handover- 03.09.2024 Conveyance deed- 11.12.2024	TSC: Rs.24,38,746/- (page 20 of complaint) AP: Rs.25,59,646/- (As as mentioned in complaint)	DPC, Litigation charges
2	CR/1650/2025 Nishu Yadav V/s Pyramid Infratech Private Limited DOF- 27.03.2025	Reply received on 14.08.2025	1102, 11 <sup>th</sup> floor, tower 7 591.15 sq. ft. (super area) Balcony Area 100 sq. ft. (Page 19 of complaint)	12.06.2019 Due date- 30.02.2024	OOP- 21.08.2024 Handover- 03.09.2024 Conveyance deed- 11.12.2024	TSC: Rs.24,38,746/- (page 20 of complaint) AP: Rs.25,60,146/- (As mentioned in complaint)	DPC, Litigation charges
3	CR/1720/2025 Virendra Singh Yadav V/s Pyramid Infratech Private Limited DOF- 27.03.2025	Reply received on 14.08.2025	506, at 5 <sup>th</sup> Floor, Tower -3 591.15 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) (Page 19 of complaint)	12.06.2019 Due date- 30.02.2024	OOP- 21.08.2024 Handover- 03.09.2024 Conveyance deed- 11.12.2024	TSC: Rs.24,38,746/- (page 20 of complaint) AP: Rs.26,07,946/- (As as mentioned in complaint)	DPC, Litigation charges
<p><b>1Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:</b></p> <p><b>Abbreviations Full form</b></p> <p>DOF- Date of filing complaint  TSC- Total Sale Consideration  AP- Amount paid by the allottee(s)  OOP-Offer of possession</p>							

4. The aforesaid complaints were filed by the complainant(s) against the promoter on account of violation of the builder buyer's agreement

executed between the parties *inter se* in respect of said unit for seeking award of 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/respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoter, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of 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/ 1648/ 2025 titled as Nitesh Yadav V/s Pyramid Infratech Private Limited*** are being taken into consideration for determining the rights of the allottee(s) qua possession and delayed possession charges.

#### **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:

***CR/ 1648/ 2025 titled as Nitesh Yadav V/s Pyramid Infratech Private Limited***

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name and location of the project	"Pyramid-Fusion homes" at Sector-70A, Gurugram.
2.	Project area	5.11875 Acres
3.	Nature of Project	Affordable Group Housing Policy
4.	DTCP license no. and validity status	84 of 2018 dated 10.12.2018

5.	Rera registered/ not registered	<b>Registered</b> (for Affordable Group Housing Policy) Vide no. 10 of 2019 dated 21.02.2019
6.	Unit No.	507, at 5 <sup>th</sup> Floor, Tower -7 (as mentioned in BBA at page 74 of complaint)
7.	Unit area admeasuring	591.15 sq. ft. (carpet area) & 100 sq. ft. (balcony area) (as mentioned in BBA at page 19 of complaint)
8.	Date of Booking	20.03.2019 (as mentioned in BBA at page 74 of complaint)
9.	Date of Allotment letter	18.05.2019
10.	Approval of building plans	23.01.2019 (page 21-25 of reply)
11.	Date of Environmental clearance	30.08.2019 (page 10-20 of reply)
12.	Date of Buyer's agreement	12.06.2019 (page 71 of complaint)
13.	Possession clause	<b>8 Possession</b>  8.1...The developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance (hereinafter referred to as the "commencement date"), whichever is later. [Emphasis supplied]

		(as mentioned in BBA at page 24 of complaint)
14.	Due date of possession	30.02.2024 [30.08.2023 + 6 months]  (Note: the due date of possession is calculated from the date of approval of environment clearance plus 6 months of grace period)
15.	Total Sale Consideration	Rs.24,38,746/- (as mentioned in BBA at page 20 of complaint)
16.	Amount paid by complainant	Rs. 24,38,746/- + Rs. 1,20,900/- = Rs. 25,59,646/- (as mentioned in complaint)
17.	Applied for Occupation Certificate	13.03.2023
18.	Occupation certificate	14.08.2024 (Page 27 of reply)
19.	Offer of possession	21.08.2024 (Page 30 of reply)
20.	Issued Physical Possession Certificate	03.09.2024 (Page 43 of complaint)
21.	Conveyance Deed	11.12.2024

### B. Facts of the complaint

8. That the respondent developed the said project as per the "Affordable Group Housing Policy, 2013 issued by Government of Haryana vide notification dated 19.08.2013 of Town and Country Planning Department. The respondent got the building plan of the said colony approved vide Memo No. ZP- 1270/AD(RA)/2019/2206 dated 23.01.2019 from the office of DGTCP. The respondent has also got

registered its project namely "Pyramid-Fusion Homes" on the land admeasuring 5.11875 acres situated in the Revenue Estate of Village Palra, Sector-70A, Gurugram-Manesar Urban Complex District, Gurugram, Haryana under the provisions of RERA Act from this Hon'ble Authority on 21.02.2019.

9. That thereafter occupation certificate has been granted by the Director, Town and Country Planning, Haryana for the said project namely "pyramid-fusion homes" on 14.08.2024. The respondent also applied for Environment Clearance from the State Environmental Impact Assessment Authority ("SEIAA"). That pursuant to the application No. 001250 in the draw held on 16.05.2019 in the presence of official of DGTCP/DC, Gurugram, apartment no. 507, 2bmk-type-a, in tower-7 having carpet area of 591.15 sq. ft and balcony area of 100 sq. ft. on 5 floor together with two-wheeler parking No. 747 was allotted to the complainant.
10. That allotment letter was issued to the complainant vide letter dated 18.05.2019 by the respondent, reference to her application No. 001250 dated 20.03.2019 and earnest money amounting to Rs. 1,20,720- alongwith other requisite documents were deposited by her.
11. That the complainant had entered into apartment buyer's agreement with the respondent on 12.06.2019 pursuant to application bearing ao. 001250 for allotment of a residential apartment having a carpet area of 591.15 sq. ft. and balcony area of 100 sq. ft. together with two wheeler parking in the project namely pyramid-fusion homes, Sector-70A, Gurugram, Haryana. As per clause 8.1 of the said agreement the respondent was bound to offer possession of the apartment to the complainant within the period specified in the said clause.

12. That as per the payment schedule provided by the respondent, the complainant has made the total payment of Rs. 24,38,746-. It is worth mentioning herein that the complainant had made all the payments and also the amount of stamp duty while executing the conveyance deed to the respondent and no sum is outstanding to be paid to the respondent.
13. That after completing all the formalities, possession certificate was issued by the respondent to the complainant on 03.09.2024 .It is submitted that the said possession of the apartment is not within the time prescribed in the agreement. Thereafter conveyance deed was executed on 11.12.2024 between the complainant and respondent and stamp duty of Rs. 1,20,900/- was paid by the complainant.
14. That it is humbly submitted that since the respondent has got the building plan sanctioned and has also applied for environment clearance, hence as per clause 8.1 of the agreement, respondent is bound to pay compensation for delayed possession after four years from the date of grant of approval of building plans or environment clearance till 03.09.2024, the day when possession certificate was issued to the respondent.
15. That the complainant has made all the payments as per the schedule to tune of Rs. 24,38,746/- and also the amount of stamp duty of Rs. 1,20,900/- while executing the conveyance deed and no outstanding of any kind remains to be paid on the part of the complainant to the respondent with respect to the aforesaid apartment. However, respondent has violated the terms of the agreement inspite of specific clause 8.1 in the said agreement that in case possession of the Apartment is not given within the time prescribed, complainant will be entitled for delayed possession charges w.e.f. 30.08.2023 till the physical possession is given by the respondent.

16. That it is submitted that as per the apartment buyers' agreement dated 12.06.2019 the promoter/developer is obligated for maintenance of works and services in relation to the common area and facilities of the project for five years from the date of grant of occupation certificate and after the said period of 5 years, the same shall be transferred to the "association of apartment owners' constituted under the Haryana Apartment Ownership Act, 1983, which shall overtake the same. Thus, the respondent is barred from charging any sum in relation to common area and facilities of the project till five years from the date of occupation certificate which was issued on 14.08.2024 by the Director, Town and Country Planning, Haryana for the project in question.
17. That in the meantime the Directorate of Town and Country Planning Haryana issued an office order dated 31.01.2024 giving details of maintenance charges in Affordable Group Housing Colonies, categorizing the same in Category-I and Category-II mentioning thereunder the mandatory services to be provided by the respondent and the maintenance/use/utility charges which can be charged from the allottees as per consumptions. It is pertinent to mention here that as per said office order dated 31.01.2024 the respondent cannot charge anything which is beyond the said office order.
18. That it is further submitted that the respondent issued offer of possession on 21.08.2024 and advised the complainant to clear all the dues with respect to flat which includes a sum of Rs. 47,646/- payable in favour of 'B D Facility Management LLP Fusion Homes Collection A/C' towards Operation & Servicing Charges' and as per the said advice the Complainant paid all the dues including sum of Rs. 47,646/- towards operation & servicing charges and nothing remains due against the complainant.

19. That the respondent issued a letter dated 24.10.2025 via online application Inn4Smart, informing the complainant that electricity bill for September, 2025 was generated on October 27, 2025 and its team has prepared the CAE for September, 2025 with a rate of Rs. 1.05 per square foot and the same will be debited from the maintenance wallets of the complainant. Further, the respondent is charging the sum and debiting the same from the wallet of the complainant through online application Inn4Smart in the name of 'common area electricity'. Similarly, the respondent is charging Rs. 2,000/- in the name of 'move-in charges' and Rs. 2,000/- in the name of 'move-out charge'. It is submitted that whenever the complainant rent out his accommodation and the tenants vacate the accommodation Rs. 2,000/- each for move-in and move-out are charged from the complainant. It is also worthy to mention herein that whenever any four wheeler of the complainant or his relative is parked for more than 1 hour, the respondent charges a sum of Rs. 1,000/- which is also not as per law.
20. That it is, therefore, prayed to this Hon'ble Authority that the respondent be directed not to charge anything beyond the bba as well as the office order issued by Directorate of Town and Country Planning Haryana and the sum debited by the respondent from the wallet of the complainant so far in the name of various charges which are outside the purview of bba and said office order be refunded with interest
21. That the complainant has filed the written submission and the same has been taken on record and perused.

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

22. The complainants have sought following relief(s):

- i. Direct the respondent to pay an amount towards compensation for delayed possession charges @18% p.a. with respect to the said unit. interest @ of 18% of delay in offering possession from the date of payment till the date of delivery of possession.
  - ii. Direct the respondent to pay litigation cost.
23. On the date of hearing, the authority explained to the respondents/promoters about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

#### **D. Reply by the respondent**

24. That That the apartment buyer's agreement dated 12-06-2019 is a well drafted agreement and is in accordance with the prescribed format provided under RERA Act. The due date of offer of possession as admitted by the complainant in its complaint and as per the terms of the apartment buyers agreement or as per clause 8.1 of the apartment buyers agreement is 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. The commencement of the above said period of 4 years began after the respondent received the environment clearance as mentioned in clause 8.1 of the apartment buyers agreement on 30.08.2019 from the authorities concerned. The complainant is also well aware of these facts and has wilfully withheld the information from the hon'ble court about the date of environment clearance.
25. That the complainant while alleging that the respondent has delayed the project chose selective reading of the clauses of the agreement. That the clause 8.1 of the apartment buyers agreement evince that the timelines for the possession is subject to force majeure circumstances

and offer of possession of the said unit within a period of 4 years with extension of 6 months due to force majeure circumstances (as per the Affordable Housing Policy, 2013) from the date of approval of building plans or grant of environment clearance, whichever is later i.e. 30.08.2019. That it is a well-known fact that the project timelines for possession under affordable housing policy are based on date of Statutory Approvals. It is not in the contemplation of the respondent that the force majeure would occur and the construction was also affected on account of the NGT order prohibiting construction (structural activity of any kind in the entire NCR by any person, private or government authority. Thereafter, the Hon'ble Supreme Court of India on 04/11/2019, while deciding the matter of "M.C. MEHTA v. Union of India" banned all the construction activities and the said ban was partially lifted by the Hon'ble Supreme Court on 09.12.2019 whereby relaxation was accorded to the builders for continuing the construction activities from 6:00 am to 6:00 pm. Therefore, the complete ban was lifted by the Hon'ble Apex court on 14.02.2020. It is also submitted that vide its order NGT placed sudden ban on the entry of diesel trucks which were older than ten years and said that no vehicle from outside or within Delhi will be permitted to transport any construction material. Since the construction activity suddenly stopped, it took some time for mobilization of the work by various agencies employed with the respondent after the ban was lifted.

26. That the That it is further submitted that after the lifting of ban on construction activities there was sudden outbreak of COVID-19. It be noted that due to sudden outbreak of the coronavirus, the construction work came to a complete halt again for about 2 years and it took some

time for the respondent to get the labour force mobilized at the project site.

27. That even after such hardships and complete ban over construction activities the respondent being a responsible builder completed the project as soon as it was possible and applied for the occupation certificate with the authorities concerned on 13.03.2023 which was way before the due date for offer of possession as per the apartment buyers agreement and the same was given to the respondent on 14.08.2024.
28. That soon after receiving the occupation certificate from the authorities concerned, the respondent issued the offer of possession for the unit of the complainant to the complainant vide letter dated 21.08.2024 and the due possession of the unit along with the possession certificate was issued to the complainant as per the terms of the apartment buyers agreement.
29. That the respondent has always been vigilant in completing its legal obligations & formalities as per the terms of the apartment buyer agreement on time and the complainant has filed a false and frivolous claim before the hon'ble authority through this complaint only to harass the respondent and the same is liable to be dismissed.
30. All other averments made in the complaints were denied in toto.
31. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submissions made by the parties.

#### **E. Jurisdiction of the authority**

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

### **E. I Territorial jurisdiction**

32. 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**

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

#### ***Section 11(4)(a)***

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

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

### **F. Findings on the relief sought by the complainant**

**F.I Direct the respondent to pay an amount towards compensation for delayed possession charges @18% p.a. with respect to the said**

**unit. interest @ of 18% of delay in offering possession from the date of payment till the date of delivery of possession.**

35. In the present case, the complainant had applied for booking a unit in the Affordable Housing project namely "Pyramid Fusion Homes" being developed by the respondent. The complainant was allotted unit bearing no. 507 at 5<sup>th</sup> floor, Tower-7 with balcony area of 100sq. ft. and carpet area of 591.15 sq. ft. Thereafter, the apartment buyer agreement was executed on 12.06.2019 inter-se parties for a sale consideration of Rs.24,38,746/- against which the complainant had paid an amount of Rs.25,59,646/- as mentioned in the complaint.
36. The Authority observes that the occupation certificate has been obtained by the respondent from the competent authorities on 14.08.2024 and offered possession to the complainant on 21.08.2024. Thereafter the respondent handed over the possession of the unit on 03.09.2024. Following the same conveyance deed was executed between the parties on 11.12. 2024. The same fact was admitted by both the parties. In order to comprehend the relationship between the allottee and the promoter, it is essential to understand the definition of a "deed." A deed is a formal, written document that is executed, signed, and delivered by all parties involved in the contract, namely the buyer and the seller. It is a legally binding document that incorporates terms enforceable by law. For a sale deed to be valid, it must be written and signed by both parties. Essentially, a conveyance deed involves the seller transferring all rights to legally own, retain, and enjoy a particular asset, whether immovable or movable. In the present case, the asset in question is immovable property. By signing a conveyance deed, the original owner transfers all legal rights pertaining to the property to the

buyer in exchange for valid consideration, typically monetary. Thus, a "conveyance deed" or "sale deed" signifies that the seller formally transfers all authority and ownership of the property to the buyer.

37. That the execution of a conveyance deed transfers only the title and interest in the specified immovable property (in this case, the allotted unit). However, the conveyance deed does not terminate the relationship between the parties or absolve the promoter of their obligations and liabilities concerning the unit, despite the transfer of title and interest to the allottee upon execution of the conveyance deed.
38. The allottees' have invested their hard-earned money and there is no doubt that the promoter has been enjoying benefits of and the next step is to get the title perfected by executing the conveyance deed which is the statutory right of the allottees. Also, the obligation of the developer-promoter does not end with the execution of a conveyance deed. Therefore, in furtherance to the Hon'ble Apex Court judgement and the law laid down in case titled as ***Wg.Cdr. Arifur Rahman Khan and Aleya Sultana and Ors. Vs. DLF Southern Homes Pvt. Ltd. (now known as BEGUR OMR Homes Pvt. Ltd.) and Ors. (Civil appeal no. 6239 of 2019) dated 24.08.2020***, the relevant paras are reproduced herein below:

*"34 The developer has not disputed these communications. Though these are four communications issued by the developer, the appellants submitted that they are not isolated aberrations but fit into the pattern. The developer does not state that it was willing to offer the flat purchasers possession of their flats and the right to execute conveyance of the flats while reserving their claim for compensation for delay. On the contrary, the tenor of the communications indicates that while executing the Deeds of Conveyance, the flat buyers were informed that no form of protest or reservation would be acceptable. The flat buyers were essentially presented with an unfair choice of either retaining their rights to pursue their claims (in which event they would not get possession or title in the meantime) or to forsake the claims in order to perfect their titles to the flats for which they have paid valuable consideration. In this backdrop, the simple question which we need to address is whether a flat buyer who espouses a claim against the developer for delayed possession can as a consequence of doing so be compelled to defer the right to obtain a conveyance to perfect their title. It would, in our*

*view, be manifestly unreasonable to expect that in order to pursue a claim for compensation for delayed handing over of possession, the purchaser must indefinitely defer obtaining a conveyance of the premises purchased or, if they seek to obtain a Deed of Conveyance to forsake the right to claim compensation. This basically is a position in which the NCDRC has espoused. We cannot countenance that view.*

*35. The flat purchasers invested their hard earned money. It is only reasonable to presume that the next logical step is for the purchaser to perfect the title to the premises which have been allotted under the terms of the ABA. But the submission of the developer is that the purchaser forsakes the remedy before the consumer forum by seeing a Deed of conveyance. To accept such a construction would lead to an absurd consequence of requiring the purchaser either to abandon a just claim as a condition for obtaining the conveyance or to indefinitely delay the execution of the Deed of Conveyance pending protracted consumer litigation."*

39. The Authority has already taken a view in **Cr. No. 4031/2019** and others titled as ***Varun Gupta V/s Emaar MGF Land limited and others*** and observed that the execution of a conveyance deed does not conclude the relationship or marks an end to the liabilities and obligations of the promoter towards the subject unit and upon taking possession, and/or executing conveyance deed, the complainant never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.
40. Upon reviewing all relevant facts and circumstances, the Authority determines that the complainants/allottees retain the right to seek compensation for delays in possession from the respondent-promoter, despite the execution of the conveyance deed.
41. **Due date of handing over possession and admissibility of grace period:** As per clause 1(iv) of the Affordable Housing Policy, 2013 the respondent was obligated to handover possession of the unit to the complainant within four years from the date of sanction of Building plans or grant of Environmental Clearance, whichever is later.

**Clause 1**

*(iv) All such projects shall be required to be necessarily completed within 4 years from the 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 licences shall not be renewed beyond the said 4 years period from the date of commencement of project.*

[Emphasis supplied]

42. The building plans were approved on 23.01.2019 and the environment clearance was obtained on 30.08.2019. The due date comes out to be 30.08.2023 which is taken 4 years from the date of environment clearance being later plus 6 months 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 comes out to be 30.02.2024.

43. **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]***

*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.*

44. The legislature in its wisdom in the subordinate legislation under the 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.

45. 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., 16.12.2025 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
46. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

*"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.*

*Explanation. —For the purpose of this clause—*

*the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*

*the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

47. The Authority is of considered view that there is delay on the part of the respondent/promoter to offer of possession of the allotted unit to the complainant as per the terms and conditions of the agreement dated 12.06.2019. Accordingly, it is failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to handover the possession within the stipulated period.
48. 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 is established. As such the complainant is entitled to delay possession charges at prescribed rate of the interest @ 10.80% p.a. w.e.f. due date of possession i.e., 30.02.2024 till valid offer of possession plus two months, after obtaining of 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.

**F.II Direct the respondent to pay litigation cost.**

49. The complainant is seeking above mentioned relief w.r.t. compensation. Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357 held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

**G. Directions of the authority**

50. Based on above determination of the authority and acceptance of report of the committee, the authority hereby passes this order and issues the following directions under section 37 of the Act in respect all matter dealt jointly to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

- i. The respondent shall pay interest at the prescribed rate i.e., 10.85 % per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 30.02.2024 till valid offer of possession plus two months after obtaining the Occupation Certificate from the competent authority or actual

handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.

- ii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80 % 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.
- iii. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's agreement or provided under the Affordable Housing Policy, 2013.

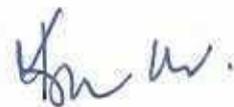
51. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

52. Complaints stand disposed of.

53. Files be consigned to registry.

  
(Phool Singh Saini)

**Member**



(Arun Kumar)

**Chairman**

**Haryana Real Estate Regulatory Authority, Gurugram**

**Dated: 16.12.2025**