

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

Complaint no. : 2386 of 2025
Date of decision : 12.12.2025

Sumesh Malhotra,
R/o: - Unit No. 205, Emaar The Palm Sqaure
Golf Course Extension Road Sector 66
Gurugram 122102 Haryana

Complainant

Versus

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

Respondent no. 1

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

Respondent no. 2

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Sh. Pawan Bhardwaj (Advocate)
Sh. Satyender Kr Goyal (Advocate)

**Complainant
Respondent**

ORDER

1. The present complaint dated 13.05.2024 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
2.	Nature	Affordable group housing
3.	Project area	5.11 acres
4.	DTCP Lincese	84 of 2018 dated 10.12.2018 valid upto 09.09.2024
5.	RERA registered/ not registered	Registered 10 of 2019 dated 21.02.2019 valid upto 20.08.2024
6.	Allotment Letter	27.05.2019 (As per page 87 of the complaint)
7.	Unit no.	1507, 15 th floor, tower-5 (As per allotment letter on page 88 of complaint)
8.	Unit admeasuring area (carpet area)	591.154sq. ft. (As per page 88 of complaint)
9.	Date of execution of buyer's agreement	29.07.2019 (As per BBA on page 94 of complaint)
10.	Possession Clause	8.1 <i>The promoter/developer proposes to offer possession of the said apartment within a period of four years (48 months) from the date of approval of building plans or grant of environment clearance, whichever is earlier.</i> (as per page 102 of complaint)
11.	Date of sanction of building plans	23.01.2019 (on page 88 of complaint)



12.	Date of receipt of environment clearance	30.08.2019
13.	Due date of possession	30.08.2023 [Calculated from the 4 years from the date of environment clearance]
14.	Total sale consideration	Rs.24,38,746/- (As per SOA on page 116 of complaint)
15.	Amount paid by the complainant	Rs.24,38,746/- (As per SOA on page 116 of complaint)
16.	Occupation certificate	14.08.2024 (on page 148 of complaint)
17.	Offer of possession	21.08.2024 (on page 153 of complaint)
18.	Possession acceptance letter	11.10.2024 [on page 168 of complaint]
19.	Operation and service agreement	11.10.2024 [on page 169 of complaint]
20.	Conveyance deed	26.03.2025 [on page 189 of complaint]
21.	Offer of possession	21.08.2024 (on page 153 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions: -
 - I. The present complaint is being filed by the complainant against the respondent for its failure to timely hand over possession of the apartment in question, as per clause 8.1 of the apartment buyer's agreement executed between the parties, and for refund of the unauthorised and illegal charges demanded and collected by the respondent from the complainant, contrary to abas with the offer of possession.
 - II. That on 06.03.2018, the Landowner - M/s Finian Estate Developers Private Limited acquired the land admeasuring 5.11875 Acres, in the revenue estate of Village Palra, Sector - 70A, Gurugram, Haryana vide



Sale Deed dated 06.03.2018, duly mutated vide mutation entry dated 09.03.2018. the developer/respondent no. 1 entered into collaboration agreement with the landowner/respondent no. 2 vide collaboration agreement dated 14.03.2018 for development of multi-storied residential complex over the project land.

- III. The Directorate of Town & Country Planning, Haryana, granted license bearing no. 84 of 2018 in respect of the project land in favour of the respondents on 10.12.2018, for development of affordable group housing colony in terms of the Affordable Group Housing Policy, 2013 of the Government of Haryana. The respondent no. 1 received building plan approval from DTCP on 23.01.2019 to construct the multi-storied residential complex on the project land under Affordable Group Housing Policy, 2013 of the Government of Haryana.
- IV. That in February, 2019, respondents officially opened the project for booking to general public, by launching the project under the name and style of "Pyramid Fusion Homes" to be developed over project land. The respondents obtained RERA registration no. 10 of 2019 having certificate bearing no. RERA-GRG-172 -2019 on 21.02.2019.
- V. The complainant submitted duly filled standard application form bearing no. 001462 on 22.03.2019 along with booking amount of INR 1,20,730/- vide cheque bearing no. 000019 dated 22.03.2019 drawn on Standard Chartered Bank.
- VI. That on 16.05.2019, vide draw of lots conducted by the DTCP officials the complainant was allotted apartment bearing no. 1507, unit type - a, 2bhk, admeasuring 591.15 sq. ft of carpet area and 100 sq. ft. of balcony area in tower - 5, 15th Floor of the group housing complex for a total

sale consideration of INR 24,38,746/- inclusive of GST @ 1% of INR 24,146/-.

- VII. In corollary to application dated 23.03.2019 and draw dated 16.05.2019, the respondent issued a detailed allotment letter dated 27.05.2019 confirming allotment of apartment in favour of the complainant. As per, annexure - b of the allotment letter dated 27.05.2019, the start date of construction of the project is 03.04.2019. The respondent started excavation at the project land on 03.04.2019, rcC structure on April, 2019 and boundary wall on April, 2019.
- VIII. The apartment buyer's agreement dated 29.07.2019 was executed and registered between the complainant and respondent. The respondent deliberately did not share draft of apartment buyer's agreement, in advance and afforded no opportunity to the complainant, to go through the contents of the agreement. Further, the respondent collected an amount of inr 6,500/- in cash from the complainant on 28.05.2019 in the name of ABA processing fee, against which no invoice had been issued to the Complainant.
- IX. During years 2019 to 2022, the respondent, raised demands on the complainant from time to time, as per the payment plan and the same were paid by the complainant well before the due date. By end of May, 2022, the complainant had paid an amount of INR 24,38,746/- i.e. the entire sale consideration as mentioned in the ABA.
- X. That on respondent applied for grant of occupation certificate in respect of the group housing complex with Town & Country Planning, Haryana, without actually completing the work vide its application dated 13.03.2023, 05.07.2024 and 24.07.2024. On the contrary, as per

respondent's own declaration substantial work was pending at the project site. In fact the certificates of engineer and architect, submitted by respondent along with quarterly project reports with the Authority, Gurugram clearly indicate that the project was not complete up until July, 2024 and the respondent had applied for grant of occupation certificate without actually completing the project.

- XI. That on 14.08.2024, the respondent after a delay of over 1 year and eight months received occupation certificate dated 14.08.2024 in respect of the group housing complex, except tower - 2, which is still pending as the respondent had constructed excess built up area of 2976.467 sq. meters without approvals and necessary permissions.
- XII. The respondent without any proper justification or reasons, out of nowhere, vide demand letter dated 21.08.2024 raised demand of INR 1,34,562/- on account of cctv charges, electricity connection charges, meter cost & installation charges and reimbursement of labour cess along with GST @18%. The said demand came as a shock to the complainant as the respondent had collected the entire sale consideration against the apartment by year 2022.s
- XIII. That demands raised by the respondent, vide demand letter dated 21.08.2024 via email is completely illegal being beyond the scope of the ABA. Rather, the complainant had paid entire amount of an all-inclusive sale consideration of INR 24,38,746/- against the apartment, and nothing was due from the complainant, therefore, the demands raised by the respondent made no sense.
- XIV. The respondent further demanded and collected by the respondent from the complainant 'admin charges' of INR 23,364/-, interest free

maintenance security of INR 15,000/- and ABA processing charges of INR 6,500/-, against the Affordable Group Housing Policy, 2013 of the government of haryana and beyond the scope of the apartment buyer's agreement dated 29.07.2019. The respondent for no rhyme or reason charged an amount of INR 23,364/- on account of administrative charges and INR 6,500/- for processing of ABA. As the purpose of IFMS is to adjust maintenance dues against security in case of default, which in the present case cannot occur as the maintenance of the project is to be done by the Respondent. Therefore, no question of any maintenance related charges or security arises. Hence, administrative charges, BBA processing charges and IFMS along with interest accumulated until realization is to be refunded by the Respondent.

- XV. That respondent offered possession of the apartment to the complainant vide offer of possession letter dated 21.08.2024 .Despite collecting the entire sale consideration against the apartment by 2022, the respondent vide said offer of possession letter dated 21.08.2024 raised several illegal and arbitrary demands and charges, beyond the scope of aba onto the complainant. The respondent against the settled law and policies, directed the complainant to pay the illegally demanded amounts and comply with the requisitions within 15 days from the date of offer of possession, failing which respondent would levy interest/holding charges/non-occupancy/operation and servicing charges, even before physical inspection of the apartment. As per Section 19(4) of the RERA Act, the developer is obligated to provide at least 60 days' notice before handing over possession to the buyer. however, the complainant was not provided with the statutory 60-day notice, and possession was offered without compliance with this



requirement, thereby violating the provisions of the RERA Act and the rights of the complainant. Moreover, the offer of possession dated 21.04.2024 clearly mentioned that charges to be paid and that possession was to be taken within 15 days to avoid levy of interest/holding/non-occupancy/operation and servicing charges. The respondent by arm twisting the complainant has extorted huge amounts from the complainant to cause wrongful gain to itself.

- XVI. Having no option and in order to avoid any further complication, the complainant paid an amount of INR 1,34,562/- on 05.09.2024 against final demand and on 14.09.2024 an amount of INR 47,646/- towards Advance Operation & Servicing Charges including 18% GST and IFMS. Further, an amount of INR 23,364/- including GST was paid towards administrative charges by the complainant on 21.09.2024 to the respondent. Furthermore, the demand drafts for INR 1,69,200/- and INR 12,510/- on account of stamp duty and registration charges, were prepared by the complainant.
- XVII. That as no schedule of possession was provided by the Respondent and in haphazard manner the Respondent had raised the demand on the allottee(s). Therefore, after visiting the Respondent's office several times, the respondent used its dominant position and made the complainant sign several non-essential documents and indemnities in its favour, even before allowing the complainant to inspect the apartment or handover possession. In fact, the site officers/security team of the respondent at project site had made it mandatory to first get the possession letter issued from the respondent, to enter the project site and inspect the apartment before possession.

- XVIII. On 11.10.2024, the possession letter was executed by the respondent and the complainant and acceptance of possession letter was also signed on the same date. The complainant wrote several emails inter-alia dated 27.02.2024, 09.03.2024 and 18.03.2024 and followed up with the respondent and its staff for execution of the conveyance deed in its favour, as the respondent despite collecting all charges and documents from the complainant did not come forward to do the same. The complainant requested the respondent to share the draft of the conveyance deed with the complainant to have the opportunity to go through the same and highlight any objectionable points. Further, the respondent forced the complainant to pay the property tax of INR 292.54/- for the apartment, for the period prior to offer of possession/possession handover to the complainant, to get the conveyance deed registered. The respondent ought to have settled property tax for the period prior to offer of possession/handover of possession to the complainant, however, now as the same was paid by the complainant, the respondent is liable to refund this amount to the complainant.
- XIX. Furthermore, the respondent be also directed to withdraw all arbitrary, illegal and void charges, such as renovation charges, tenant move-in charges of INR 2,000/- and electricity fixed meter charges, which are beyond the scope of the agreement for sale dated 29.07.2019 and refund all amounts collected under these heads, along with prescribed rate of interest until realization of the same by the complainant.
- C. Relief sought by the complainant:**
4. The complainant has sought following relief(s).



- a) To pay delay interest at the prescribed rate of interest on the amounts paid, from the due date of possession i.e., 22.01.2019 to actual offer of possession dated 21.08.2024 plus 60 days, i.e. till 21.10.2024;
- b) To declare the possession charges of INR 1,34,562/- demanded and collected by the respondent promoter vide offer of possession letter dated 21.08.2024 being beyond the scope of the apartment buyer's agreement dated 29.07.2019, as illegal, invalid, arbitrary, not chargeable, null and void-ab-initio and hence refundable to the complainant;
- c) To direct the respondents to refund the possession charges of Rs. 1,34,562/- collected illegally and by abuse of dominant position by respondent, to the complainant, along with prescribed rate of interest until realization of the same by the complainant.
- d) To declare the 'admin charges' of INR 23,364/-, Interest Free Maintenance Security of INR 15,000/- and ABA processing charges of INR 6,500/- demanded and collected by the Respondents from the Complainant against the Affordable Group Housing Policy, 2013 of the Government of Haryana and beyond the scope of the apartment buyer's agreement dated 29.07.2019, as illegal, arbitrary, not chargeable, null and void-ab-initio and hence refundable to the complainant.
- e) To direct the respondents to refund the 'admin charges' of INR 23,364/-, IFMS of INR 15,000/- and aba processing charges of inr 6,500/- demanded and collected illegally and by abuse of dominant position by respondent, being against the Affordable Group Housing Policy, 2013 of the Government of Haryana and beyond the scope of

- the apartment buyer's agreement dated 29.07.2019, to the complainant along with prescribed rate of interest until realization of the same by the complainant;
- f) To direct the respondent to refund property tax paid by the complainant for the apartment for the period prior to handover of possession of the apartment and also refund any interest or penalty charged for delay in payment by the complainant within 60 days period available to it after offer of possession.
 - g) Direct the respondent to refund the operation and servicing charges deducted by the respondent from operation and servicing charges, collected from the complainant, for the period from 05.09.2024 to 21.10.2024.
 - h) Direct the respondent to withdraw and refund all arbitrary, illegal and void charges, such as renovation charges, tenant move-in charges and electricity fixed meter charges, which beyond the scope of the agreement for sale dated 29.07.2019 and refund all amounts collected under these heads, along with prescribed rate of interest until realization of the same by the complainant;
 - i) To declare all indemnities, undertakings and bonds got forcibly signed by the respondent from the complainant at the time of handover of possession onerous, illegal, arbitrary, null and void-ab-initio.
 - j) Direct inquiry/investigation in the violations and actions of the respondent and take suo motu cognizance and action against respondents for calling excessive and illegal demands beyond the scope of agreements and forcing possession on the allottee(s) in grave violations of RER Act and rules.



- k) To direct the respondent to pay the litigation cost of the present complaint of INR 1,50,000/- .
- l) Pass an order determining the violations, breaches and offences committed by the Respondent, in terms of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and other applicable laws and regulations and forward the same to the Adjudicating Officer for award of suitable compensation to the complainant payable by the respondent considering the violations, breaches and offences committed against the complainant; and
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 with respect to the project, it is further stated that there existed an agreement dated 29.10.2010 between the original land owner shri dharam singh and home town properties pvt. ltd. related to constructing the said commercial project and based upon such collaboration, the original landowner alongwith M/s Home Town Properties Pvt. Ltd. had received a license bearing no. 08/2013 from



the Director General, Town & Country Planning, Haryana, Chandigarh for constructing the said commercial project on the said land. Since, M/s Home Town Properties Pvt. Ltd. has already applied for and done the work with Dharam Singh regarding collaboration, M/s Home Town Properties Pvt. Ltd. has informed M/s Mascot Buildcon Pvt. Ltd. to develop the project because in both the Companies, Directors were common and both the companies are sisters concern. Thereafter, M/s Home Town Properties Pvt. Ltd. has requested M/s Mascot Buildcon Pvt. Ltd. to give publicity about the near future of the said project, on which, M/s Mascot Buildcon Pvt. Ltd. has instructed to provisionally publicity about the said project. The respondent accordingly seeing the viability of the Project approached before the respondent and booked the unit in question and it is only after understanding about the project, the complainant himself submitted the application form after reading it and it is clear from the said application form that the respondent is investing in the said upcoming project as per his free wish and will and there was no coercion on the respondent and according to the provisional map / drawing, the respondent has booked the shop in question.

- iii. That, on 1.7.2015, the complainant approached the respondents and desired to book a unit with the project in question and, accordingly, an allotment letter was issued by the respondent relating to allotting unit bearing no. G-30.
- iv. That, thereafter, on 19.3.2016, a space buyer agreement (sba), which is the final document relating to unit bearing no. g-30 was executed between the complainants and the respondent, wherein sale

consideration of Rs. 45,08,640/- was agreed to be paid by the complainants to the respondent.

- v. That the complainants time to time made the payment towards the Unit in question and as on 12.12.2019, the total payment was made Rs. 46,22,000/- by the complainants to the respondents.
- vi. That, thereafter, the respondents received the occupation certificate from the department. That, thereafter, on 8.11.2023, the respondent sent a demand letter demanding the outstanding dues of Rs. 10,47,109/- from the complainants, thereby intimating the respondents, the due date 8.12.2023. Since the complainants failed to make the above pending payment by 8.12.2023, the respondents were constrained to send reminder for payment and offer of possession through Letter dated 18.12.2023. It is respectfully submitted that after waiting for almost one year and two months, when the complainants despite receiving of offer of possession letter, followed by reminder letter, failed to clear the dues towards the unit in concerned, the respondents were constrained to issue the cancellation notice dated 21.2.2025, whereby as per the terms and conditions of sba, the tentative unit booked, stands "cancelled". It is further respectfully submitted that as per covenants of sba, after cancellation of unit, the complainant is only liable for refund of his deposited amount, after deduction of 10% of the earnest money, that too, after realizing the money from the subsequent sale of the unit by another prospective party.
- vii. Thereafter, instead of paying / clearing the dues relating to Unit concerned, the complainants filed false and fictitious Complaints



before this Authority, wherein while filing the present reply to the complaint by the respondents, the said complaint stands nowhere.

- viii. In the light of the above, it is humbly prayed that present complaint is a vexatious and frivolous one, just to gain the unjust enrichment from the respondents and to anyhow blame the reputed builders like respondents, who have been constructing the project as per the norms and in consonance with RERA Act, more so, when the complainants are the defaulters in the present case and not making any due payments. Moreover, after obtaining the OC, the respondents has raised its final demand by way of demand letter, wherein offer of possession was also issued to the complainants, apprising him to clear its dues and take offer of possession, however, the complainants failed to deposit and/or clear the dues of the unit concerned, which led to issuance of reminder letter, followed by finally the cancellation letter after more than one year due to non-payment of dues by the complainants, which led to cancellation of unit. Now, after cancellation of tentative unit, the complainants are only entitled for refund of his deposited amount, after deduction of 10% of the earnest money, that too, after realizing the money from the subsequent sale of the unit by another prospective party, as per terms and conditions of space buyer agreement executed between the parties.
- ix. Thus, no default, as alleged, by the complainants can be attributable upon the respondents, therefore, the present application/complaint filed by the complainants before this Authority is liable to be dismissed with costs, being fictitious and frivolous one, more so, when the unit has already been cancelled and the refund is in process and very soon it would be given to the allottee, after re-sale of the unit to the

prospective allottee as per the terms and conditions of the sba, which admittedly was executed and obliged between the allottee/complainant and the respondent company. Moreover, since the tentative unit has already been cancelled, the respondent as per terms of sba, would deduct the 10% and would adjust the dpc amount from the date of cancellation till the date of order and then refund the amount to the complainants, after realizing of money from the sale of unit concerned to another prospective party.

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 To pay delay interest at the prescribed rate of interest on the amounts paid, from the due date of possession i.e., 22.01.2019 to actual offer of possession dated 21.08.2024 plus 60 days, i.e. till 21.10.2024;

F.II To declare the possession charges of INR 1,34,562/- demanded and collected by the respondent promoter vide offer of possession letter dated 21.08.2024 being beyond the scope of the apartment buyer's agreement dated 29.07.2019, as illegal, invalid, arbitrary, not chargeable, null and void-ab-initio and hence refundable to the complainant;

F.III To direct the respondents to refund the possession charges of Rs. 1,34,562/- collected illegally and by abuse of dominant position by respondent, to the complainant, along with prescribed rate of interest until realization of the same by the complainant.



F.IV To declare the 'admin charges' of INR 23,364/-, Interest Free Maintenance Security of INR 15,000/- and ABA processing charges of INR 6,500/- demanded and collected by the Respondents from the Complainant against the Affordable Group Housing Policy, 2013 of the Government of Haryana and beyond the scope of the apartment buyer's agreement dated 29.07.2019, as illegal, arbitrary, not chargeable, null and void-ab-initio and hence refundable to the complainant.

F.V To direct the respondents to refund the 'admin charges' of INR 23,364/-, IFMS of INR 15,000/- and aba processing charges of inr 6,500/- demanded and collected illegally and by abuse of dominant position by respondent, being against the Affordable Group Housing Policy, 2013 of the Government of Haryana and beyond the scope of the apartment buyer's agreement dated 29.07.2019, to the complainant along with prescribed rate of interest until realization of the same by the complainant;

F.VI To direct the respondent to refund property tax paid by the complainant for the apartment for the period prior to handover of possession of the apartment and also refund any interest or penalty charged for delay in payment by the complainant within 60 days period available to it after offer of possession.

F.VI Direct the respondent to refund the operation and servicing charges deducted by the respondent from operation and servicing charges, collected from the complainant, for the period from 05.09.2024 to 21.10.2024.

F.VII Direct the respondent to withdraw and refund all arbitrary, illegal and void charges, such as renovation charges, tenant move-in charges and electricity fixed meter charges, which beyond the scope of the agreement for sale dated 29.07.2019 and refund all amounts collected



under these heads, along with prescribed rate of interest until realization of the same by the complainant;

F.VIII To declare all indemnities, undertakings and bonds got forcibly signed by the respondent from the complainant at the time of handover of possession onerous, illegal, arbitrary, null and void-ab-initio.

F.IX Direct inquiry/investigation in the violations and actions of the respondent and take suo motu cognizance and action against respondents for calling excessive and illegal demands beyond the scope of agreements and forcing possession on the allottee(s) in grave violations of RER Act and rules.

F.X To direct the respondent to pay the litigation cost of the present complaint of INR 1,50,000/- .

F.XI Pass an order determining the violations, breaches and offences committed by the Respondent, in terms of the Real Estate (Regulation and Development) Act, 2016 and Haryana Real Estate (Regulation and Development) Rules, 2017 and other applicable laws and regulations and forward the same to the Adjudicating Officer for award of suitable compensation to the complainant payable by the respondent considering the violations, breaches and offences committed against the complainant; and

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 facts of the present complaint reveal that the respondents launched an affordable group housing project under the name and style "Pyramid Fusion Homes", Sector-70A, Gurugram. The Directorate of Town and Country Planning, Haryana granted license no. 84 of 2018 dated 10.12.2018 for development of the project under the Affordable Group Housing Policy, 2013. The respondent obtained building plan approval



- on 23.01.2019 and the project was subsequently registered with this Authority vide RERA registration no. 10 of 2019 dated 21.02.2019.
14. The complainant applied for allotment bearing application no. 001462 dated 22.03.2019 along with a booking amount. Thereafter, the complainant was allotted apartment no. 1507, unit type A (2 BHK), admeasuring 591.15 sq. ft. carpet area along with 100 sq. ft. balcony area in tower-5 on the 15th floor for a total sale consideration of ₹24,38,746/- inclusive of GST. The respondent issued the allotment letter dated 27.05.2019 confirming the said allotment.
 15. Subsequently, the apartment buyer's agreement dated 29.07.2019 was executed between the parties. The complainant has submitted that demands were raised by the respondent from time to time in accordance with the payment plan and the complainant paid the entire sale consideration amount by May 2022. It is further the case of the complainant that despite receipt of the entire consideration amount, the respondent failed to complete the project within the stipulated period and delayed the offer of possession.
 16. The complainant has further submitted that the respondent obtained the occupation certificate dated 14.08.2024 and thereafter issued the offer of possession letter dated 21.08.2024. However, along with the said offer of possession the respondent raised additional demands of ₹1,34,562/- towards CCTV charges, electricity connection charges, meter installation charges and labour cess along with GST, which according to the complainant are beyond the scope of the apartment buyer's agreement. The complainant has further alleged that the respondent also collected administrative charges of ₹23,364/-, interest free maintenance security of ₹15,000/- and ABA processing charges of



₹6,500/-, which according to the complainant are arbitrary and contrary to the Affordable Group Housing Policy.

17. The respondent has submitted that the complainant has been raising frivolous grievances despite the respondent completing the project and obtaining the occupation certificate from the competent authority. It has been contended that the demands raised in the final statement of account were as per the applicable provisions and policies. The respondent has further submitted that the complainant has already accepted the possession of the apartment and therefore the complaint does not merit acceptance.
18. The Authority has examined the pleadings of the parties and the material placed on record. It is an admitted position that the environment clearance for the project was granted on 30.08.2019 and the building plan approval was granted on 23.01.2019. In terms of clause 1(iv) of the Affordable Group Housing Policy, 2013, the project is required to be completed within four years from the date of approval of building plans or grant of environmental clearance, whichever is later.
19. 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."

20. 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.

21. 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."

22. **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.

23. **Admissibility of delay possession charges at prescribed rate of interest:** Proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

24. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
25. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 12.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
26. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the 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
27. 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.



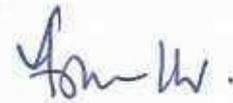
28. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 1(iv) of the 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.
29. 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.
30. The complainant is seeking relief w.r.t legal expenses. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as **M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors.** (supra), has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of legal expenses.

G. Directions of the authority

31. 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 i.e. 21.08.2024 plus 2 months i.e. 21.10.2024 after obtaining occupation certificate from the competent authority 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 not charge anything from the complainant(s) which is not the part of the Affordable Housing Policy, 2013 as well as buyer's agreement.
32. Complaint as well as applications, if any, stand disposed of accordingly.
33. Files be consigned to registry.

Dated: 12.12.2025



Arun Kumar
Chairman

Haryana Real Estate Regulatory
Authority, Gurugram