

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

**Complaint no.** : 1136 of 2025  
**Date of order** : 12.12.2025

Vimlesh And Tripti Jaiswal,  
**Both R/o:-** H. No. 70/3 Churri Wali Gali,  
New Bazar, Near Jain Mandir Gurugram

**Complainant**

Versus

Pyramid Infratech Pvt Ltd.  
**Regd. Office at:** 217-B, Suncity Business  
Tower, Golf Course Road,  
Sector-54, Gurugram

**Respondent**

**CORAM:**  
Arun Kumar

**Chairman**

**APPEARANCE:**  
Ashwani Kumar Singla (Advocate)  
Satyender Kr Goyal (Advocate)

Complainant  
Respondent

**ORDER**

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Project and unit related details**

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

S.N.	Particulars	Details
1.	Name and location of the project	"Pyramid Elite", Sec-86, Manesar, Gurgaon
2.	Nature of the project	Affordable Group Housing Colony
3.	DTCP license no.	77 of 2018 dated 17.11.2018 valid up to 16.11.2023 (area 5.6125 acre)
4.	RERA Registered/ not registered	GGM/309/41/2019/03 dated 16.01.2019 valid up to 30.07.2024
5.	Unit no.	1503, 5 <sup>th</sup> floor, Tower 5 [page no. 16 of complaint]
6.	Unit admeasuring area	581.41 sq. ft. of carpet area 100.00 sq. ft. balcony area [page no. 16 of complaint]
7.	Allotment letter	27.02.2020 [annexure 2, page 15 of complaint]
8.	Date of builder buyer agreement	Not executed
9.	Possession clause as per Affordable Housing Policy, 2013	1(IV) of the Affordable Housing Policy, 2013 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 licenses shall not be renewed beyond the said 4 years period from the date of commencement of project.
10.	Date of approval of building plan	31.12.2018 [annexure 2, page 16 of complaint]
11.	Date of environment clearance	30.08.2019 [annexure 2, page 16 of complaint]
12.	Due date of possession	30.08.2023 (Note: the due date of possession is calculated as 4 years from the date of approval of environment clearance being later)
13.	Total sale consideration	Rs.25,52,339/- [as per SOA page 24 of complaint]
14.	Total amount paid by the complainant	Rs.23,99,396/- [as per SOA page 24 of complaint]
15.	Demand letter	23.07.2024 (page 36 of reply)
16.	OC	19.07.2024 [on page 25 of reply]
17.	GPA	In favor of Abhinav Jaiswal by Tripti Jaiswal for representation before the court or any Authority.
18.	Offer of possession	23.07.2024 (As per page 28 of Reply)

**B. Facts of the complaint**

3. The complainants have made the following submissions in the complaint:

- i. That the complainants are citizens of India by birth and have the constitutional right to invoke the jurisdiction of this Authority. The complainant Ms Tripti Jaiswal is being represented through her power of attorney holder Mr Abhinav Jaiswal.
- ii. The respondent is a body corporate constituted under the provisions of the Companies Act, 2013 and their project falls within the territorial jurisdiction of this Authority.
- iii. That the Government of Haryana, with a view to provide affordable housing approved and notified a policy called as Affordable Housing Policy 2013, which has been further amended from time to time.
- iv. That the respondent got approvals from competent authorities and floated an affordable housing project called Pyramid Elite, Sector 86 Gurugram. The date of commencement of the project is computed as four years from the date of approval of Project Plan or Environment Clearance Certificate whichever is later. In this case, it comes out to be 30.08.2023 i.e. 4 years from Environment Clearance Certificate.
- v. That the complainant booked a dwelling unit under Affordable Housing Policy 2013 and were allotted flat number 1503 Tower 05 in Pyramid Elite, Sector 86 Gurugram.
- vi. The Policy was framed with the intent to encourage the planning and completion of Group Housing Projects wherein apartments of 'predefined size are made available at 'pre-defined rates' with a 'targeted time frame. So there is everything predefined under the Policy. Neither the allottee/Complainant nor the builder/respondent has any leverage/ discretion. This being a Policy cannot be overridden by any indenture unless amended by the Government of Haryana. In accordance with the above provisions the project must be completed

within a period of 4 years from the date of approval of building plan or grant of environmental clearance, whichever is later, which in this case is 30th August 2023.

- vii. As per information available with the Complainant, the Building plans were approved on 31-12-2018 and the environment clearance was issued on 30-08-2019. Out of both, the later date is 30-08-2019. Hence, the date of the commencement of the project is 30-08-2019. The project was required to be completed and possession offered on or before 30th August 2023. Every single day after 30th August 2023 is delay in possession. The date of the offer of possession as per the letter dated 23 July 2024 is 22 August 2024. The total unit price is Rs. 2552339/-. This amount is eligible for delay payment charges @11% pa or at the RERA prescribed rate.

**C. Relief sought by the complainants: -**

4. The complainants have sought following relief(s):
- I. To kindly allow Delay Possession Charges (DPC for short) in favour of the complainant from 30 Aug.2023 (date as per the Policy by which possession must have been given to the Complainant) on 22 Aug. 2024 (date of offer of possession @ 11% pa compounded with monthly rests on the same lines as MCLR is compounded and computed by SBI or at the RERA prescribed rate as this Hon'ble Authority may deem fit.
  - II. As this amount was actually due and payable by the respondent on 22 2024 i.e. actual date of possession. The respondent failed to pay this amount and as such is further liable to pay interest @ 11% on this amount with compounding at monthly intervals as the SBI compounds MCLR

III. Direct the respondent to pay litigation charges of Rs. 30,000/- to the complainant.

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**

- a) That at the outset, respondent humbly submits that each and every averment and contention, as made in the complaint, unless specifically admitted, be taken to have been categorically denied by respondent and may be read as travesty of facts.
- b) The respondent has authorized Mr. Vikas Sharma vide board resolution dated 27.11.2023 and he is fully conversant with the facts and circumstances of the case on basis of knowledge derived from the available records maintained by respondent in the normal course of its business/functioning and is duly authorized and competent to file the present reply.
- c) That the complaint filed by the complainant before the Authority, besides being misconceived and erroneous, is untenable in the eyes of law. The complainant has misdirected itself in filing the above captioned complaint before this Ld. Authority as the reliefs being claimed by the complainant are totally false, bogus, misconceived and untenable in the eyes of law.
- d) That it is most humbly submitted that the present complaint under reply has been filed without application of mind to the actual factual matrix and circumstances involved in the case at hand and is liable to be dismissed in the interest of justice.

- e) That the present complaint is neither maintainable nor tenable in the eyes of law as well as on facts both. The complainant has not approached the Authority with clean hands, hence the complaint is liable to be dismissed.
- f) That the apartment buyer's agreement dated 30-08-2019 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-mentioned 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 willfully withheld the information from the hon'ble court about the date of environment clearance.
- g) That the apartment buyers agreement constitutes the foremost basis of relationship between the parties, both the parties are bound by the terms and conditions of the same and the clauses of the same shall be read as whole and no clause shall be read in isolation. The complainants 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 from the

date of approval of building plans or grant of environment clearance, whichever is later i.e. 30.08.2019.

- h) 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 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. Thereafter, 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.
- i) 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.

- j) 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 12.06.2024 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 19.07.2024.
- k) 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 23.07.2024 and the due possession of the unit along with the possession certificate was handed over to the complainant as per the terms of the apartment buyers agreement and the same is well within the time. The complaint is liable to be dismissed on this ground alone.
- l) 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.
- m) That the alleged claim of the complainants is totally false, frivolous and untenable in the eyes of law and a false complaint has been filed illegally only to harass the respondent and to fulfil plaintiffs ill and malafide motives of usurping a huge amount of money from the respondent by way of this false, frivolous, illegal, vexatious and untenable complaint.
6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be

decided on the basis of these undisputed documents and submission made by the complainants.

**E. Jurisdiction of the authority**

7. 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**

8. As per notification no. **1/92/2017-1TCP dated 14.12.2017** issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E.II Subject matter jurisdiction**

9. 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.

10. 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.

**F. Findings on the relief sought by the complainants.**

**F.I Direct the respondent to pay litigation charges of Rs. 30,000/- to the complainant. To kindly allow Delay Possession Charges (DPC for short) in favour of the complainant from 30 Aug.2023 (date as per the Policy by which possession must have been given to the Complainant) on 22 Aug. 2024 (date of offer of possession @ 11% pa compounded with monthly rests on the same lines as MCLR is compounded and computed by SBI or at the RERA prescribed rate as this Hon'ble Authority may deem fit.**

**F.II As this amount was actually due and payable by the respondent on 22 2024 i.e. actual date of possession. The respondent failed to pay this amount and as such is further liable to pay interest @ 11% on this amount with compounding at monthly intervals as the SBI compounds MCLR**

**F.III The respondent may kindly be ordered to pay a litigation cost of Rs,30000.00 to the Complainant.**

11. The above-mentioned reliefs sought by the complainant are being taken together, as the findings in one relief will necessarily affect the outcome of the others and the same being interconnected.

12. The factual matrix of the present case reveals that the complainant had booked a residential unit in the affordable group housing project of the respondent titled "Pyramid Elite", Sector-86, Gurugram and was allotted a unit bearing no.1503, Tower-05. The complainant submitted that as per the Affordable Housing Policy, the project was required to be completed within four years from the date of approval of the building plan or grant of environment clearance, whichever is later.

13. The complainant has contended that the respondent failed to hand over possession within the said period and issued the offer of possession only on 23.07.2024, thereby causing delay in handing over possession of the unit. Accordingly, the complainant has sought delay possession charges for the period from 30.08.2023 to 22.08.2024.
14. The respondent has submitted that the project timelines were affected due to various circumstances including restrictions imposed by orders of the Hon'ble National Green Tribunal and the Hon'ble Supreme Court of India relating to construction activities in NCR region, as well as the disruption caused by the outbreak of COVID-19 pandemic, which significantly affected construction activities and availability of labour force at the project site.
15. The Authority has examined the pleadings of the parties and the documents placed on record. It is an admitted position that the environment clearance was granted on 30.08.2019, and therefore the period of four years for completion of the project expired on 30.08.2023. The record further shows that the respondent obtained the occupation certificate on 19.07.2024 and thereafter issued the offer of possession to the complainant on 23.07.2024.
16. Thus, the possession was offered after the expiry of the stipulated period under the Affordable Housing Policy. The respondent has sought to justify the delay by referring to certain force majeure circumstances.
17. **Due date of handing over of possession:** The due date of possession is being calculated as 4 years from the date of environment clearance being later as per the affordable policy. Therefore, the due date of possession comes out to be 30.08.2023.
18. **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.*

19. 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.
20. 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%.
21. 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
22. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter

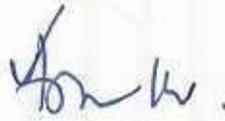
which is the same as is being granted to the complainant in case of delayed possession charges.

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., 10.01.2017 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. 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**

25. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):
- I. The respondent/promoter is directed to pay interest to the complainant 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 authority i.e. 23.07.2024 plus 2 months after obtaining occupation certificate from the competent, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- II. The respondent/promoter shall handover possession of the flat/unit and execute conveyance deed in favour of the complainant 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.
- III. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.
26. The complaints stand disposed of. Complaint as well as applications, if any, stand disposed off accordingly.
27. Files be consigned to the registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025