BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 17.07.2026

NAME OF THE BUILDER		**M/s PYRAMID INFRATECH PRIVATE LIMITED**
PROJECT NAME		**"Pyramid Fusion Homes" Sector 70A, Gurugram, Haryana**
S. No.	**Case No.**	**Case title**
1.	CR/5539/2025	Subhasis Das Vs. Pyramid Infratech Private Limited
2.	CR/5538/2025	Ankit Kaushik Vs. Pyramid Infratech Private Limited
3.	CR/5540/2025	Gopal Chandra Mohanty Vs. Pyramid Infratech Private Limited
4.	CR/5537/2025	Anita Sharma Vs. Pyramid Infratech Private Limited

CORAM:

Shri Arun Kumar — **Chairman**

APPEARANCE:

Ms. Surbhi Garg Bhardwaj (Advocate) — Complainants

Sh. Dhruv Rohtagi (Advocate) — Respondent

ORDER

1. This order shall dispose of the aforesaid four (4) complaints titled above filed before this Authority 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.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, ***"Pyramid Fusion Homes" Sector 70A, Gurugram, Haryana*** being developed by the same respondent/promoter i.e., ***M/s Pyramid Infratech Private Limited.*** The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question seeking delay possession charges.

3. 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:

Project Name and Location	*"Pyramid Fusion Homes" Sector 70A, Gurugram, Haryana*
DTCP License No. and validity	84 of 2018 dated 10.12.2018
HRERA Registered	Registered Vide no. 10 of 2019 dated 21.02.2019
Date of approval of building plans	23.01.2019
Date of environment clearance	30.08.2019
Possession Clause	***8.Possession*** *8.1 Subject to force majeure circumstances, intervention of statutory authorities receipt of occupation certificate and allottee having timely complied with all its obligations..............................the promoter proposes to offer possession of the said apartment to the allottee within* ***a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, thereafter referred to the as the commencement date whichever later.***
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.
Due date of possession	30.02.2024 (30.08.2023 calculated from the date of environment clearance being later including grace period of 6 months on account of covid-19)
Occupation certificate	14.08.2024

Sr. No.	Complaint No., Case Title, and Date of filing of complaint	Unit no. & size	Date of execution of BBA	Total Sale Consideration / Total Amount paid by the complainant	Offer of possession
1.	**CR/5539/2025** Subhasis Das Vs. M/s. Pyramid Infratech Private Limited **DOF:** 11.11.2025 **Reply:** 08.01.2026	1004, 2BHK, Type C 578.27 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 21 of complaint)	**02.07.2019** (page 23 of complaint)	**TSC-Rs. 23,86,710/-** (page 28 of complaint) **AP- Rs. 25,44,097/-** (page 59 of complaint)	**O.O.P – 21.08.2024** (page 60 of complaint) **P.C. – 03.09.2024** (page 71 of complaint) **C.D.: - 24.06.2025** (page 96 of complaint)
2.	**CR/5538/2025** Ankit Kaushik Vs. M/s. Pyramid Infratech Private Limited **DOF:** 11.11.2025 **Reply:** 08.01.2026	1206, 2BHK, Type A 591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 21 of complaint)	**27.05.2019** (page 26 of complaint)	**TSC-Rs. 24,38,746/-** (page 31 of complaint) **AP- Rs. 24,38,746/-** (page 52 of complaint)	**O.O.P – 21.08.2024** (page 57 of complaint) **P.C. – 28.08.2024** (page 67 of complaint) **C.D.: - 13.01.2025** (page 90 of complaint)
3.	**CR/5540/2025**	106, 2BHK, Type A, tower 4	**18.06.2019** (page 26 of complaint)	**TSC-Rs. 24,38,746/-** (page 31 of complaint)	**O.O.P – 21.08.2024** (page 61 of complaint)

	Gopal Chandra Mohanty Vs. M/s Pyramid Infratech Private Limited **DOF:** 13.11.2025 **Reply:** 08.01.2026	591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 21 of complaint)		**AP- Rs. 25,73,308/-** (page 59 of complaint)	**P.C. – 02.09.2024** (page 74 of complaint) **C.D.: - 16.01.2025** (page 98 of complaint)
4.	**CR/5537/2025** Anita Sharma Vs. M/s Pyramid Infratech Private Limited **DOF:** 14.11.2025 **Reply:** 08.01.2026	1007, 2BHK, Type A, tower 5 591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 23 of complaint)	**09.03.2019** (page 31 of complaint)	**TSC-Rs. 24,38,746/-** (page 34 of complaint) **AP- Rs. 25,78,099/-** (page 59 of complaint)	**O.O.P – 21.08.2024** (page 63 of complaint) **P.C. – 03.09.2024** (page 74 of complaint) **C.D.: - 24.12.2024** (page 98 of complaint)

The complainants in the above complaints have sought the following reliefs:

1. Direct the respondent to respondent to pay DPC
2. Direct the respondent to charge delayed payment if any at the prescribe rate and to refund the delayed payment interest charges on account of delay as well as grant exemption on account of delay during Covid-19
3. Direct the respondent to refund labour cess, meter cost and installation charges, electricity connection charges.
4. Direct the respondent to install CCTV cameras in the entire project and furnish actual bills for said installation and charges CCTV.
5. Direct the respondent to refund IFMS charges and charge only after completion of 5 years from the date of OC
6. Direct the respondent to charge renovation cost as per actual and not monthly basis

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

Abbreviation	Full form
DOF	Date of filing of complaint
TSC	Total sale consideration
AP	Amount paid by the allottee/s
O.O.P	Offer of Possession
P.C.	Possession Certificate

C.D	Conveyance Deed

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking delayed possession charges and relief w.r.t refund of other 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 promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.

6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case ***CR/5539/2025 Subhasis Das Vs. M/s Pyramid Infratech Private Limited.*** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.

A. Project and unit related details.

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

CR/5539/2025 Subhasis Das Vs. M/s Pyramid Infratech Private Limited.

S.No.	Particulars	Details
1.	Name of the project	"Pyramid Fusion Homes" situated at Village Palra, Sector 70A, Gurugram
2.	DTCP License	84 of 2018 dated 10.12.2018
3.	HRERA Registration	Registered Vide no. 10 of 2019 dated 21.02.2019
4.	Unit no.	1004, 2BHK, Type C (page 21 of complaint)

5.	Unit admeasuring	578.27 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 21 of complaint)
6.	Date of builder buyer agreement	02.07.2019 (page 23 of complaint)
7.	Possession clause	***8.Possession*** *8.1 Subject to force majeure circumstances, intervention of statutory authorities receipt of occupation certificate and allottee having timely complied with all its obligations.................................the promoter proposes to offer possession of the said apartment to the allottee within* ***a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, thereafter referred to the as the commencement date whichever later.*** (page 32 of complaint)
8.	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.*
9.	Building Plans	23.01.2019 (as per DTCP website)
10.	Environmental clearance	30.08.2019 (page 47 of reply)
11.	Due date of possession	30.02.2024 (30.08.2023 calculated from the date of environment clearance being later including grace period of 6 months on account of covid-19)

12.	Total sale Consideration	Rs.23,86,710/- (page 28 of complaint)
13.	Amount Paid	Rs.25,44,097/- (page 59 of complaint)
14.	Operation and servicing agreement	03.09.2024 (page 73 of complaint)
15.	Occupation certificate	14.08.2024 (as per DTCP website)
16.	Offer of possession	21.08.2024 (page 60 of complaint)
17.	Possession Certificate	03.09.2024 (page 71 of complaint)
18.	Conveyance Deed	24.06.2025 (page 96 of complaint)

B. Facts of the complaint.

8. The complainant havs made following submissions in the complaint:

i. That somewhere around 2018-19, the respondent advertised about the launch of its new affordable group housing project launched under the Haryana Affordable Housing Policy, 2013 notified by the Government of Haryana namely "Pyramid Fusion Homes" located in Village Palra, Sector-70A, Gurugram, Haryana. The said respondent painted a rosy picture of the project in their advertisement making tall claims and representing that the project would be a strategically located township wherein the homes would be having a breath of fresh air with excellent connectivity to southern peripheral road, convenience of shopping within the complex, great metro connectivity, amongst others.

ii. That relying on the abovesaid representations of the respondent and on the lookout for a cost-effective abode for himself and his family, the complainant applied for allotment of a residential unit in the said project by submitting an application form and paying an amount of Rs. 1,18,154/- towards the said unit vide cheque bearing no. 519325 dated 23.03.2019, drawn on SBI Bank.

iii. That thereafter, a draw of lots was conducted by the respondent and a successful allotment was drawn in favour of the complainant. Accordingly, vide allotment letter dated 18.05.2019(Customer Code- PF/572), the respondent allotted the residential unit bearing no. 1004(2BHK-Type C), located on 10th floor, in Tower-'5', admeasuring carpet area of 578.27 sq. ft. and balcony area of 100 sq. ft. for a total sale consideration of Rs. 23,86,710/-.

iv. Further, an apartment buyer's agreement was executed between the complainant and the respondent on 02.07.2019 for the unit in question wherein under clause 8, the respondent undertook to complete construction and handover possession within 4 years from the date of approval of building plans (23.01.2019) or grant of environment clearance (30.08.2019), whichever later, i.e. by 30.08.2023.

v. That in order to effectively make payments, the complainant took loan and accordingly the complainant kept making payment in accordance with the demands raised by the respondent in the hope of getting possession of their dream home. Later, somewhere around December'2022, the complainant visited the project site only to be taken aback by the construction status, to the utter shock of the complainant, the project was still nowhere nearing completion despite lapse of more than 3.5 years from the date of booking and the project launch and despite taking considerable payment. This left the complainant devastated and feeling aggrieved, the complainant approached the respondent thereby highlighting their misconduct and seeking a concrete response over the construction status, but the respondent assured that the construction would resume soon and would be delivered as per schedule. The respondent assured that the construction would be carried forward in full swing and project will be complete soon. Having deposited a substantial amount with the respondent, the complainant had no option but to believe the representations made by the former. The respondent delayed the possession handover and project completion on account of excuses like pandemic or other apparently unavoidable circumstances, they never acknowledged the instances of delay in construction and subsequent delay in disbursement on part of bank on account of construction milestone not being achieved. The burden of proof to establish that the entire delay was due to force majeure lies heavily upon the respondent.

vi. That thereafter, when no intimation of possession was received by the complainant on or before the due date, he visited the project site but was stunned to see that snail paced construction work was going on at the project site within only 5-6 labourers present and the project seemed far from handover. To this, the complainant took a serious note and approached the representatives of the respondent and explained that the respondent is not taking good efforts to develop the project and there is every apprehension he will not be able to handover the physical possession in the near future as the scheduled date had already elapsed. To this, the respondent replied that they will complete the project and will hand over the unit soon and any failure to pay would result in cancellation of unit.

vii. That the respondent kept raising payment demands and the complainant kept making payment in accordance with said demands only in the hope of getting possession of their unit and fearing cancellation of his unit as threatened by the respondent time and again. Till date, the complainant has made a payment of Rs. 25,21,021/- as against the total sale consideration of Rs. 23,86,710/-, in accordance with the demands raised by the respondent, i.e. 100% payment.

viii. That thereafter, the respondent sent an 'offer of possession' letter dated 21.08.2024 wherein the complainant was informed that the occupation certificate had been received. However, to the utter shock of the complainant, along with the said letter, the respondent had sought a payment demand of

Rs.1,80,494/- apart from the Stamp duty charges of Rs. 1,65,600/-, Registration charges of Rs. 12,510/- and Admin charges of Rs. 23,364/-. The said payment demand was completely arbitrary and unjust as the same was never disclosed to the complainant at the time of booking and even at the time of execution of agreement and is in complete violation of the Haryana Affordable Housing Policy, 2013. A breakup of the arbitrary demands under various heads in the said final demand letter is as follows:

- Labour cess' amounting to Rs. 11,259/-;
- Meter cost & installation charges' amounting to Rs. 13,715/-;
- Electricity connection charges including @ 18% GST' amounting to Rs. 97,601/-;
- CCTV charges including @18% GST' amounting to Rs. 11,736/-;
- Interest Free Maintenance Security(IFMS)' amounting to Rs. 15,000/-;
- 12 months advance against Operation & Servicing Charges including @18% GST amounting to Rs. 31,934/-;
- Renovation' deposit of Rs. 20,000/- and per month deposit of Rs. 2,000/- during period of renovation;

ix. The above charges were over and above the Stamp duty, Registration fees and Admin Charges. It is further to note that it was specifically mentioned in the Offer of possession letter that all the above charges were payable within 15 days from issuance of said letter else the respondent would be entitled to levy interest/holding charges/non-occupancy/operation and servicing charges from the complainant.

x. That at the very outset, the said charges have been arbitrarily imposed as neither the description of the same nor any quantification was given to the complainant at the time of booking regarding these charges being a part of the sale transaction and falling due at the time of possession while also being in complete contrast to the rules laid down under the Haryana Affordable Housing Policy, 2013. Accordingly, the complainant visited the office of the respondent company in order to point out that said charges were completely unfair and were never disclosed at the time of booking or execution of agreement and also against the aforesaid policy. It was further pointed out that the maintenance and upkeep of the entire project is the legal liability of the respondent till 5 years from the receipt of occupation certificate and accordingly, said unfair charges could not be levied especially when they do not find any placement in the apartment buyer's agreement or in the policy.

xi. That with respect to the Labour cess, the same cannot be charged by the respondent as it is solely the respondent's responsibility to disburse said amount. As far as the meter cost and installation charges are concerned, they are included within the total cost of the unit in question and cannot be levied separately. Further, IFMS charges cannot be charges within the period of 5 years considering that it is the respondent's responsibility to provide free of cost maintenance until 5 years. With respect to the operation and servicing charges, a proper breakup was supposed to be given by the respondent and it could not cover the heads that form a part of maintenance. Regarding the CCTV charges, same cannot be levied and without prejudice to the contentions of the complainant herein, even if levied, it must be reasonable and in any case, till date only few CCTV cameras have been installed in the society and collection of the hefty amount of Rs. 11,736/- from every single apartment owner on account of installation of CCTV charges is absolutely unjustified and unreasonable. Accordingly, it was clearly asserted by the complainant that without sufficient explanation, said charges are completely unjustified but the respondent failed in satisfying the complainant over such unjust levy of additional charges rather threatened imposition of interest as well as holding charges. Having no other option after having parted with a considerable chunk out of their hard earned money, the complainant had to pay said amount under protest and complete handing over formalities.

xii. That the complainant had asked the respondent to pay the delayed possession charges for which the complainant was entitled on account of delay in handing over possession in violation of the apartment buyer's agreement to which the latter verbally replied that the delay in handing over possession of the flat was beyond the control of respondent.

xiii. That having no alternative other than taking possession despite cost escalation as well as refusal on part of respondent to pay the delayed possession charges, the complainant took possession and the same is evident vide letter titles as 'Acceptance of possession' dated 03.09.2024. At the time of possession, the complainant was forced to sign a one-sided standard 'Operation and servicing agreement'. This was followed by long pursuance for registration of Conveyance deed which was finally done on 24.06.2025.

xiv. That all through this while, the complainant kept reiterating that the delay in handover of possession as well price escalation had caused extreme mental agony as well as financial hardship to him. Accordingly, by way of the present complaint, the complainant seek delayed possession charges owing to the delay in handing over possession in accordance with the builder buyer agreement along with other reliefs.

C. Relief sought by the complainant

9. The complainant has sought the following relief(s):

I. Direct the respondent to respondent to pay DPC

II. Direct the respondent to charge delayed payment if any at the prescribe rate and to refund the delayed payment interest charges on account of delay as well as grant exemption on account of delay during Covid-19

III. Direct the respondent to refund labour cess, meter cost and installation charges, electricity connection charges.

IV. Direct the respondent to install CCTV cameras in the entire project and furnish actual bills for said installation and charges CCTV.

V. Direct the respondent to refund IFMS charges and charge only after completion of 5 years from the date of OC

VI. Direct the respondent to charge renovation cost as per actual and not monthly basis.

10. 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.

11. The respondent has contested the complaint on the following grounds.

i. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the Buyer's Agreement and the Affordable Group Housing Policy, as shall be evident from the submissions made in the following paras of the present reply. The respondent craves leave of this Authority to refer and rely upon the terms and conditions set out in the Buyer's Agreement in detail at the time of hearing of the present complaint, so as to bring out mutual obligations and responsibilities of the respondent as well as the complainant.

ii. That the complainant is estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The complainant has been enjoying the said unit without any demur/protest. That the possession was offered to the complainant on 21.08.2024 upon payment of sale consideration. The lack of bonafide of the complainant is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, she chose to remain silent for such a long period and has approached this Authority to extort money. Thus, it is abundantly clear that the execution of conveyance deed was without any undue influence and coercion. The complaint is an afterthought with malafide intent to enrich themselves. Mere allegation of coercion does not suffice. There is nothing on record to suggest that there was any coercion or undue influence at the time of handing over of the possession, as has been alleged. The said allegation is nothing but an after thought. It is a settled law that a party alleging Fraud/ undue influence or coercion has to prove the same.

iii. That the present complaint is not maintainable in view of the fact that the Conveyance Deed has already been executed and the respondent is absolved of all or any liability towards Delay Possession Charges, even in terms of Section 11(4) of the Act, 2016.

iv. That the complainant, upon the handover of possession and execution of the conveyance deed, the allottee has accorded his/her satisfaction to the services provided by the developer and voluntarily discharged the developer of all its liabilities under the buyer's agreement. The possession certificate dated 03.09.2024 along with the acceptance of possession letter, executed by the complainant clearly records her satisfaction to the unit, project and affirms her no-claim against the company.

v. Thus, the respondent is discharged of all liabilities, including the claim of Delay Possession Charges, compensation or refund of any charges, which are being claimed by way of present complaint.

vi. That the complainant has even accorded his/her satisfaction and non claim of compensation in the recitals of the conveyance deed dated 24.06.2025.

vii. Thus, the complainant cannot now be allowed to retract from their affirmations and claim any compensation, more so, when there has been no delay in handing over the possession and the unit has been handed over within the due date of possession, taking into consideration the force majeure circumstances.

viii. That the present complaint is not maintainable in law or on facts. The present complaint raises several such issues, as elaborately discussed in subsequent paragraphs, which cannot be decided in summary proceedings. The said issues require extensive evidence to be led by both the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Authority and can only be adjudicated by the Civil Court. Therefore, the present complaint deserves to be dismissed on this ground alone.

ix. That the instant complaint is sham and bogus. The complainant has not come before this Authority with clean hands and has suppressed vital and material facts from this Authority. The complaint deserves to be dismissed at the very threshold.

x. That the present complaint seeking refund of certain charges towards labour cess, meter cost and installation charges, electricity connection charges, IFMS charges, delayed payment interest etc. is not maintainable, more so, when the conveyance deed of the unit already stands executed and the complainant has accorded her satisfaction in the terms of the conveyance deed.

xi. Furthermore, the respondent had clearly mentioned in the Buyer's Agreement that the Total Price of the Apartment includes only the price of land, construction of the common areas, internal development charges, infrastructure augmentation charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles and firefighting equipment, free maintenance for 5 years etc. It is also categorically mentioned that the same is subject to proportionate sharing of costs of electricity, water, manpower and consumables for providing common services and facilities in the Project and Services availed in the apartment.

xii. Thus, the complainant, in order to get additional facilities and amenities, electricity meter, cess, 33KV connection etc. as charged for by the respondent, was duty bound to pay these other charges on pro rata basis. The respondent has levied these charges on pro rata basis and the complainant has duly paid the same. The relief of refund is now barred by estoppel. That it was also an agreed term in Clause 2.4 that the complainant was bound to pay electricity connection charges and other similar infrastructure or utility based charges.

xiii. That the complainant had approached the respondent and applied for allotment of an apartment, under the Affordable Housing Policy, 2013 in the project "Pyramid Fusion Homes", located at Sector-70A, Gurugram.

xiv. That thereafter, the draw of lots was conducted by the respondent, in terms of the Affordable Housing Policy, on 16.05.2019, wherein the complainant was a successful allottee.

xv. That pursuant thereto, the respondent issued the allotment letter dated 18.05.2019, in favour of the complainant, thereby allotting, Unit No. 1004 (2BHK-Type C), admeasuring carpet area of 578.27 sq. ft. and 100sq. ft balcony area, located on 10th floor, in Tower 5 of the project.

xvi. That it is relevant to submit that all the details of the project including the License Approval, Building Plans Approval, Environmental Clearance and other important aspects were already available in the Public Domain, while also were specifically disclosed in the Allotment Letter.

xvii. Thus, it was very clear at the relevant time that the environmental clearance approval had already been applied for, but was yet to be received. The said environmental clearance was eventually received on 30.08.2019, i.e. within a period of 1 month from the date of allotment letter.

xviii. That in the allotment letter, the respondent had also clearly disclosed the action Plan of Schedule of development of the project and the Payment Plan, in terms of the Affordable Group Housing Policy of 2013.

xix. That the apartment buyer's agreement was executed in the present case on 02.07.2019. That under the said agreement, it was mutually agreed by the parties to pay some additional charges, as may be reasonable required from the allottee for connection charges and other similar infrastructure or utility-based charges.

xx. Additionally, the Operation and Servicing Agreement dated 03.09.2024, more particularly Clauses 2(iii), (iv) and (v), duly executed and accepted by the complainant, also provided for payment of additional charges for the additional services being provided by the respondent in the project, which include the installation of CCTV cameras, phone software for prepaid electricity service and other such services. The complainant, in the Affidavit-cum-Undertaking dated 28.08.2024 had also accepted and undertaken to pay such charges.

xxi. That in terms of Clause 8 of the Apartment Buyer's Agreement and as per the requirement under the Affordable Group Housing Policy, 2013, the possession of the apartment was to be handed over within a period of 4 years from the date of approval of building plans or the grant of environmental clearance, whichever is later, subject to force majeure circumstances.

xxii. That it is a matter of record that immediately after a period of few months, from the date of receipt of the Environment Clearance dated 30.08.2019, the world at large was under the grip of Covid-19 pandemic. The construction and development of the project has been affected by "force majeure" events like Covid-19, Court orders, Government policy/guidelines, decisions including the order categorically banning/affecting the regular development of the real estate project and accordingly the date for delivery of possession of the flat deserve to be extended by number of days that have affected the construction and development of the project.

xxiii. That this Authority vide Notification no. 9/3-2020 dated 26.05.2020 has already granted six months' extension on account of lockdown and other restrictions imposed by the Government during the 1st phase of COVID-19 recognizing outbreak of COVID-19 as force majeure.

(i) It is submitted that HRERA Panchkula has categorically recognized 2nd phases of outbreak of COVID-19 as Force Majeure by order dated 02-08-2021 and granted three more months of extension. It is submitted that the COVID-19 was a global pandemic and State of Haryana ought to maintain the same standard for all, who have suffered.

(ii) The Telangana State Real Estate Regulatory Authority, vide its Order o. 16 dated 01.05.2021, recognized the force majeure circumstances and the challenges due to the departure of the migrant labourers to their native states due to second wave of Covid-19 and granted further extension of six months to the real estate promoters.

(iii) The Karnataka Real Estate Regulatory Authority vide its circulars dated 04.04.2020 and 19.05.2020, taking into consideration of the COVID-19 impact has granted an extension of 9 months to the real estate promoters.

xxiv. The construction and development of project was also adversely affected due to various orders Hon'ble Supreme Court, National Green Tribunal, Haryana State Pollution Control Board, Orders passed by Municipal Commissioner of Gurgaon, Environment Pollution (Prevention & Control)

Authority for National Capital Region for varying period during the years 2019-2024.

xxv. That due to the Court orders, Government policy/guidelines, decisions a total of 220 days have been lost and the Respondent is entitled for the extension of 220 days for delivery of possession of the flat to the complainant.

xxvi. In a publication in online news website namely mint dated 07.10.2022 wherein it has been published that a one-month ban on the construction activities would delay the project by 3-4 months on account of re-mobilization of the labour, machinery, resumption of supplies of various materials etc. Accordingly, the Authority may kindly consider grant of benefit of extension to the Respondent on account of time consumed in re-mobilization of the various construction activities and the respondent craves leave of this Authority to consider a period of additional 90 days for the purpose of re-mobilization, during the affected period.

xxvii. That Hon'ble UP RERA Authority, Gautam Budh Nagar has provided benefit of 116 days to a promoter on account of various orders of NGT and Hon'ble Supreme Court directing ban on construction activities in Delhi and NCR, 10 days for the period 01.11.2018 to 10.11.2018, 4 days for 26.10.2019 to 30.10.2019, 5 days for the period 04.11.2019 to 08.11.2019 and 102 days for the period 04.11.2019 to 14.02.2020. Further, it appears that the period affected during 2017 was not for consideration before the UP RERA Authority, Gautam Budh Nagar.

xxviii. That the respondent herein was faced with the above mentioned challenges of COVID-19 outbreak, non-availability of labour during the said period, Government notifications, NGT orders etc., during the intervening period, i.e. "*4 years from the date of approval of building plan* *or grant of environmental clearance, whichever is later.* Thus, it is a clear case, where the due date of possession had not lapsed, when the project was hit by such force majeure circumstances. It is not a case, where the respondent is seeking for any exemption or waiver for the period, after the due date, considering the benefit of the above-mentioned extended periods.

xxix. That the various Authorities across the country, including our neighbouring Panchkula Authority, has granted extensions on such genuine hindrances and there ought to be uniformity in such extensions granted. Moreover, grant of such genuine exemptions aid and help in achieving the purpose and objective of the RERA Act, which includes "Promoting the real estate sector".

xxx. That the respondent promoter, is faced with a peculiar situation, where it is sandwiched between a Double Edged Sword. On one hand, due to unforeseen, force majeure circumstances, the builder is obstructed from continuing construction due to COVID-19 and its effects, non-availability of labour during COVID period, NGT orders and Government notifications and orders banning construction activities, whereby any non-compliance is marred with heavy penalties, while on the other hand, any delay, in which exemption for such genuine hinderances are not considered, then promoter is burdened with heavy delay possession charges.

xxxi. That the respondent promoter cannot be penalized for complying with such court orders, government notifications and orders banning construction activities during such period, more so, when the due date for possession had not lapsed and ought to be granted extension for such period of delay.

xxxii. The Apartment Buyer's Agreement herein is based on the "Model Buyer's Agreement" as provided under the RERA Act, and rules thereunder.

xxxiii. A comparative of both, the model buyer's agreement as well as the duly executed Agreement between the complainant and the respondent would reflect that the recognition and acceptance is given to *force majeure* situations for grant of extension. thus, there is no arbitrariness or high handedness on the part of the respondent and the respondent herein is asking and praying for just and equitable extension for the period of such delay, caused due to COVID-19, remobilization of labour, government bans and notifications as well as NGT Orders banning construction activities.

xxxiv. Further, Clause 7.6 of said statutory form of Agreement for sale annexed to Rule 8(1) stipulates that the Promoter shall compensate the allottee if promoter fails to complete or is unable to give possession of the flat except for occurrence of "*force majeure*" Court orders, Government policy/guidelines, decisions.

xxxv. Again, under Clause 9.1 of the aforesaid statutory form of Agreement for sale recognizes the Promoter not to be in default if the said default has arisen out of "*force majeure*" Court orders, Government policy/guidelines, decisions.

xxxvi. That such waiver of force majeure period is mandatorily required to be granted, in view of the fact that these were genuine hindrances and a one-sided approach shall cause grave prejudice to the developers.

xxxvii. That under the Affordable Housing Policy, the timelines for construction are strict and the promoter cannot suo-moto alter the same. Thus, without admitting, even if it is presumed that the promoter could foresee such force-majeure circumstances, it could not alter the construction timelines in the Buyer's Agreement, more particularly for projects which are under Affordable Housing Policy.

xxxviii. That despite the above genuine challenges, faced during the construction of the project in question, the construction of the project/allotted unit in question already stood completed and the respondent had already offered possession of the unit in question to the complainant vide Offer of possession dated 21.08.2024. The copy of the Letter of offer of possession dated 21.08.2024 is already filed by the complainant. Pursuant thereto, the complainant has made the requisite payments and completed the handover formalities and the physical possession was handed over to the complainant vide possession certificate dated 03.09.2024. The conveyance deed of the unit also stands executed in favour of the complainant on 24.06.2025. It is also worthwhile that at the time of taking the possession, the complainant also executed an Affidavit and Undertaking, thereby according their complete satisfaction to the unit and discharging the respondent from all claims, demands, damages or any other liability.

xxxix. That after execution of the possession Certificate dated 03.09.2024, obtaining of possession of the unit in question and execution of the Conveyance Deed, the complainant is left with no right, entitlement or claim against the respondent. The transaction between the complainant and the respondent stands concluded and no right or liability can be asserted by the complainant from the Respondent. The instant complaint is a gross misuse of process of law. The contentions advanced by the complainant in the false and frivolous complaint are barred by estoppel.

xl. That the complainant has preferred the instant complaint in complete contravention of their earlier representations and documents executed by them. The complainant has filed the instant false and frivolous complaint in order to mount undue pressure upon respondent in order to make it succumb to her unjust and illegitimate demands.

xli. That the construction of the tower in which the unit in question is situated is complete and the respondent has already offered possession of the unit in question to the complainant. Therefore, there is no default or lapse on the part of the respondent and there in no equity in favor of the complainant. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainant are totally baseless. Thus, the present complaint deserves to be dismissed at the very threshold.

12. All other averments made in the complaint were denied in toto.

13. 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 parties.

E. Jurisdiction of the Authority

14. 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.

15. 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.

16. 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.

17. 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 objections raised by the respondent

F.I Objection regarding delay due to force majeure circumstances.

18. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Haryana State Pollution Control Board, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labor, orders passed by National Green Tribunal and other statutory Authorities.

19. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

> *"**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-year period from the date of commencement of project."*

20. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. The Authority notes that the construction ban, cited by the respondent was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have accounted for it during project planning. Hence, all the pleas advanced in this regard are devoid of merits. Further, the respondent has not demonstrated whether it extended any equivalent relief to the allottees during the period of the construction ban. If the respondent did not relax the payment schedules for the allottees, its plea for relief due to delays caused by the construction ban appears unjustified.

21. In accordance with the said policy the respondent was obligated to handover the possession of the allotted unit within a period of four years from the date of approval of building plan or from the date of grant of environment clearance, whichever is later. In the present case, the date of approval of the building plan is 23.01.2019 and environment clearance is 30.08.2019 as taken from the project details. The due date is calculated from the date of environment clearance being later, so, the due date of subject unit comes out to be 30.08.2023. Further ***as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.*** The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 30.08.2023 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over possession ***in view of notification no. 9/3-2020 dated 26.05.2020,*** on account of force majeure conditions due to the outbreak of Covid-19 pandemic. So, in such a case the due date for handing over of possession comes out to 30.02.2024.

Granting any other additional relaxation would undermine the objectives of the said policy.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to respondent to pay DPC

G.II Direct the respondent to charge delayed payment if any at the prescribe rate and to refund the delayed payment interest charges on account of delay as well as grant exemption on account of delay during Covid-19

22. 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. 1004 2BHK, Type C with balcony area of 100sq. ft. and carpet area of 578.27 sq. ft. Thereafter, the apartment buyer agreement was executed on 02.07.2019 inter-se parties for a sale consideration of Rs.24,38,746/- against which the complainant had paid an amount of Rs.25,44,097/-.

23. 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 24.06.2025. 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.

24. 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.

25. 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 pf 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."

26. 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 complaint never gave up his statutory right to seek delayed possession charges as per the provisions of the said Act.

27. 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.

28. **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)

29. The building plan was 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. Further, the authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the projects having completion date on or after 25.03.2020. Therefore, the due date of handing over possession comes out to be 30.02.2024.

30. **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.

31. 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.
32. 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., 17.07.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
33. 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;"*

34. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80 % by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
35. 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 02.07.2019. 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.

36. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 14.08.2024. The respondent has offered the possession of the subject unit(s) to the respective complainant after obtaining occupation certificate from competent authority. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months' reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

37. 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.

G.III Direct the respondent to refund labour cess, meter cost and installation charges, electricity connection charges.

G.IV Direct the respondent to install CCTV cameras in the entire project and furnish actual bills for said installation and charges CCTV.

G.V Direct the respondent to refund IFMS charges and charge only after completion of 5 years from the date of OC

G.VI Direct the respondent to charge renovation cost as per actual and not monthly basis.

38. After considering the documents available on record as well as submissions made by the parties, it is determined that the conveyance deed against the subject unit has already been executed in favour of the complainants on 24.06.2025. The Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainants took the possession of the unit as per the buyer's agreement and got the conveyance deed executed, without any demur, protest or claim. The complainants have neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of any other charges. Also, it is a matter of record that no allegation has been levelled by the complainants that conveyance deed has been got executed under coercion or by any unfair means. The complainants could have asked for the above claim before the conveyance deed got executed between the parties. Therefore, after execution of the conveyance deed, the complainants cannot seek any refund of charges other than statutory benefits, if any pending. Once the conveyance deed is executed and accounts have been settled, no claims remain. So, no relief in this regard can be effectuated at this stage.

H. Directions of the authority.

39. 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 is directed to pay delayed possession charges at the prescribed rate of interest i.e., 10.80% p.a. for every month of delay on the amount paid by the complainant to the respondent from the due date of possession 30.02.2024 till offer of possession plus two months 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. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules.

ii. The complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iii. The rate of interest chargeable from the allottee 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 allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act. Further no interest shall be charged from complainant-allottee for delay if any between 6 months Covid period from 01.03.2020 to 01.09.2020.

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

41. The complaints stand disposed of. True certified copy of this order shall be placed in the case file of each matter.

42. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory
Authority, Gurugram
Dated: 17.07.2026