BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 14.08.2026

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**	**Appearance**
1.	CR/786/2026	Ritu rani and Mohit Kumar Vs. Pyramid Infratech Private Limited	Shri Neeraj Kumar (Counsel for complainant) Shri Dhruv Rohatgi (Counsel for respondent)
2.	CR/1037/2026	Kavita Negi Vs. Pyramid Infratech Private Limited	Ms. Surbhi Garg Bhardwaj (Counsel for complainant) Shri Dhruv Rohatgi (Counsel for respondent)

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 two (2) 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/786/2026** Ritu Rani and Mohit Kumar Vs. M/s Pyramid Infratech Private Limited **DOF:** 16.03.2026 **Reply:** 21.05.2026	1202, 2BHK, Type A 591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 54 of complaint)	**18.06.2019** (page 60 of complaint)	**TSC-Rs. 24,38,786/-** (page 78 of complaint) **AP- Rs. 25,95,139/-** (page 94 of complaint)	**O.O.P – 21.08.2024** (page 99 of complaint) **P.C. – 02.09.2024** (page 109 of complaint) **C.D.: - 04.12.2024** (page 121 of complaint)
2.	**CR/1037/2026** Kavita Negi Vs. M/s Pyramid Infratech Private Limited **DOF:** 11.11.2025 **Reply:** 08.01.2026	703, 2BHK, Type A 591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 27 of complaint)	**12.07.2019** (page 32 of complaint)	**TSC-Rs. 24,38,746/-** (page 49 of complaint) **AP- Rs. 25,81,059/-** (page 53 of complaint)	**O.O.P – 21.08.2024** (page 54 of complaint) **P.C. – 12.09.2024** (page 63 of complaint) **C.D.: - 21.05.2025** (submitted by respondent on page 4 para 5 of its reply)

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

1. Direct the respondent to respondent to pay Delay Possession Charges (DPC) to the Complainant from the date of expiry of the possession timeline i.e., four years from the date of Building Plan Approval (23.01.2019), in accordance with Clause 8.1 of the Apartment Buyer Agreement and applicable provisions of the RERA Act, along with interest of 18% till actual date of possession.
2. Direct the Respondent to refund the amount of Rs.1,34,706/- illegally and wrongfully charged under various heads such as CCTV charges, electricity charges, meter cost and labour cess, despite being included in the total price under clause 2.1 (iv) along with the interest as prescribed under the RERA Act.
3. Direct the respondent to fortwith withdraw discontinue and restrain from demanding or levying any illegal arbitrary and unauthorized charges including but not limited to Common Area Electricity Charges and BD facility charges.
4. Direct the respondent to fortwith withdraw discontinue and restrain from demanding any illegal maintenance charges, advance maintenance possession charges or any other ancillary or hidden charges which are not expressly provided under the Agreement and are otherwise contrary to law.
5. Declare all such charges already demanded and or recovered by the respondents as illegal void and non est and consequently direct the complainants along with interest.
6. Direct the Respondent no.1 to refund the delayed payment charges taken, if any, in excess to the charges taken beyond the prescribed rate of interest and to refund the delayed payment interest charged on account of delay in disbursal of the loan amount by bank as well as grant exemption on account of delay in payment during COVID-19 pandemic period, if any;
7. Direct the Respondent no.1 to refund labour cess, meter cost and installation charges, electricity connection charges, operational and service charges, admin charges levied arbitrarily from the Complainant;
8. Direct the respondent no.1 to install CCTV cameras floor wise in the entire project and furnish actual bills for said installation and charge CCTV charges reasonably as per actual costing on pro-rata basis;
9. Direct the Respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate
10. Direct the Respondents to charge renovation cost as per actuals and not on monthly basis;
11. Direct the Respondents to issue proper electricity bills to the Complainant with actual breakup and charge only on basis of actual consumption and for common areas, charge on pro-rata basis in consonance with the Office order dated 31.01.2024 by DTCP;
12. Direct the Respondents to not levy any operation and servicing charge and to levy only any charges in consonance with Office order dated 31.01.2024 by DTP Haryana titled as 'Clarification regarding maintenance charges to be levied on affordable group housing projects';
13. Direct the Respondents to vacate the Community hall/Centre building and not occupy it in future;
14. Award compensation to the complainant for the mental agony harassment inconvenience and financial loss suffered due to the respondents delay unfair trade practices and violation of statutory and contractual obligations.

15. Pass an order to direct the respondents to pay an amount of Rs.55,000/- to the Complainants as cost of the present litigation.
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/786/2026 Ritu rani and Mohit Kumar 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/786/2026 Ritu rani and Mohit Kumar 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.	1202, 2BHK, Type A (page 54 of complaint)
5.	Unit admeasuring	591.15 sq. ft. (carpet area) 100 sq. ft. (balcony area) (page 54 of complaint)
6.	Allotment Letter	18.05.2019 (page 53 of complaint)
7.	Date of builder buyer agreement	18.06.2019 (page 60 of complaint)
8.	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)
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.	Building Plans	23.01.2019 (as per DTCP website)
11.	Environmental clearance	30.08.2019 (page 47 of reply)

12.	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)
13.	Total sale Consideration	Rs.24,38,746/- (page 78 of complaint)
14.	Amount Paid	Rs.25,95,139/- (page 94 of complaint)
15.	Occupation certificate	14.08.2024 (as per DTCP website)
16.	Offer of possession	21.08.2024 (page 99 of complaint)
17.	Delay in offering	6 months
18.	Possession Certificate	02.09.2024 (page 109 of complaint)
19.	Operation and Service agreement	02.09.2024 (page 111 of complaint)
20.	Conveyance Deed	04.12.2024 (page 121 of complaint)

B. Facts of the complaint.

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

i. That the respondent had always advertised itself as a very ethical business group that lives onto its commitments in delivering its housing projects as per promised quality standards and agreed timelines. The respondent while launching and advertising any new housing project always commit and promise to the targeted consumers that his/her /their dream home will be completed and delivered to him /he /them within the agreed timeline initially in the agreement while selling the dwelling residential unit to him/her/them. The respondent also assured the consumers like complainants that they have secured all the necessary sanctions and approvals from the appropriate authorities for the construction and completion of the real estate project sold by them to the consumers in general.

ii. That the respondent was very well aware of the fact that in today's scenario looking at the status of the construction of housing projects in India, especially in NCR, the key factor to sell any dwelling residential unit is the delivery of completed house within the agreed and promised timelines and that is the prime factor which a consumer would consider while purchasing his/her/their dream home. Therefore, the respondent used this tool, which is directly connected to emotions of gullible consumers, in its marketing plan and always represented and warranted to the consumers that his/her/their dream home will be delivered within the agreed timelines and consumer will not go through the hardship of paying rent along-with the installments of home loan like in the case of other builders in market.

iii. That, somewhere in the year 2019 the respondent through its marketing executives had advertisement done through various medium and means approached the Complainants with an offer to invest and buy a Residential Unit/Apartment/Flat in the proposed project of the respondent, which respondent was going to launch the project under the name and style of Pyramid Fusion Homes situated at Sector-70A, Gurugram, Manesar, Urban Complex, District Gurugram, Haryana (122018). The respondent had represented to the complainants that the respondent is very ethical business house in the field of construction of residential and commercial project and in case, the complainants would invest in the project of respondent then they would deliver the possession of proposed residential Unit, on the assured delivery date as per the best quality assured by the respondent. The respondent had further assured the complainants that the respondent has already secured all the necessary sanctions and approvals from the appropriate and concerned authorities for the development and completion of said project on time with the promised quality and specification. The respondent had also shown the brochures and advertisement material of the said project to the complainants given by respondent and assured that the allotment letter and Agreement to Sell for the said project would be issued to the complainants within one week of booking to be made by the complainants. the complainants while relying on the representations and warranties of the respondent and believing those to be true had agreed to the proposal of the respondent to book a residential Unit in the project of the respondent. The representative of the respondent had also shown the brochures to the complainants. The respondent arranged the visit of its representatives to the Complainants and they also assured the same as assured by the respondent to the Complainants, wherein it was categorically assured and promised by respondent that they already have secured all the sanctions and permissions from the concerned Authorities and Departments for the sale of said project and would allot the residential Unit in the name of Complainants immediately upon booking. Relying upon the representations, assurances and commitments of the respondent, the Complainants applied for an apartment, duly filled the application form and deposited the booking amount to respondent of Rs. 1,20,730/- through Cheque No. 000015 on 19.03.2019. The complainants was allotted application No. 001329. Thereafter, a draw of lots was conducted on 16.05.2019, in which the Complainants were successfully allotted Apartment/Flat Unit No. 1202 (2 BHK-Type-A) in Block/Tower 3, having a Carpet Area of 591.15 sq. ft. (Rs. 4000/- per sq. ft.) on 12th floor and Balcony area 100.00 sq. ft (Rs. 500/- per sq. ft.) with two-wheeler open parking site, having a total base price of Rs. 24,14,600/-, GST amount of Rs.24,146/-, and total sale consideration of Rs.24,38,746/-.

iv. That thereafter, the respondent issued the allotment letter dated 18.05.2019 in favor of the complainants, wherein all material particulars of the project and the unit were duly mentioned. The said allotment letter clearly recorded the project details, unit booking details, total consideration, payment plan, and other terms and conditions governing the allotment. Importantly, under the head "Project Details", the respondent expressly mentioned the 'proposed date of possession of the allotted unit as 16.03.2023. The complainant most bona fide relied upon the said timeline, as it formed an essential inducement for investing in the project.

v. That subsequently, on 18.06.2019, an apartment buyer agreement was duly executed between the complainants and the respondent, which was thereafter registered in the office of the Sub-Registrar, Badshahpur, vide Vasika No. 3258 dated 18.06.2019. The said Agreement was executed and signed on behalf of the respondent through its authorised signatory, namely Mr. Sandeep. By virtue of the said registered ABA, the respondent reaffirmed the terms of allotment, the project specifications, payment obligations and the proposed date of possession earlier represented to the complainants.

vi. That as per Clause 8 of the apartment buyer agreement, the terms relating to possession of the apartment were clearly stipulated by the respondent. Clause 8 specifically governs the timeline, obligations and conditions under which the respondent/promoter was required to hand over possession of the allotted unit to the complainant. Further, Clause 8.1 of the Agreement expressly provides that, "*subject to force majeure circumstances, intervention of statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by promoter/Developer and not being in default under any part hereof and Apartment, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the Promoter/Developer 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, (hereinafter referred to as the "Commencement Date"), whichever is later."* The said clause, as incorporated in the ABA, reaffirmed the respondent's obligation to complete the project and deliver possession within the prescribed timeframe.

vii. That the complainants entered into a Tripartite Agreement dated 28.06.2019, wherein the complainants are the Borrowers, the respondent is the builder and Housing Development Finance Corporation Limited (HDFC Ltd.) is the Lender. Under the said Tripartite Agreement, the Complainants availed a housing loan from HDFC Ltd. for the purpose of purchasing the allotted apartment. The said agreement clearly records the rights and obligations of the parties and evidences that the Complainants financed the purchase of the said flat through institutional housing finance.

viii. That in accordance with the payment plan prescribed under the Apartment Buyer Agreement, the Respondent from time-to-time raised various demand letters upon the Complainant towards the instalments falling due at different stages of construction. The Complainants, being a law-abiding allottee(s), duly complied with the said demands as per the schedule mentioned in the ABA. Each demand letter issued by the Respondent clearly referenced the payment plan under the Agreement and called upon the Complainants to deposit the respective instalments within the stipulated period.

ix. That the complainants has always been prompt and diligent in fulfilling all financial obligations arising under the Apartment Buyer Agreement. As and when any demand letter was issued by the Respondent in accordance with the payment plan, the Complainants made each and every payment within the stipulated time without any default or delay. The respondent duly issued payment receipts acknowledging the instalments deposited by the Complainants.

x. That despite making all due payments and even after waiting for a considerable period, the respondent failed to take any concrete steps or provide any clarity to the complainants regarding the possession of the allotted flat. Consequently, complainant no. 2 was constrained to address an email dated 09.11.2023 to the respondent, requesting an update and immediate possession of the said apartment. In the said email, it was specifically stated that ideally the possession of the flat ought to have been handed over by August 2023, however, till November 2023, no response or communication whatsoever was received from the respondent.

xi. That in response to the email dated 09.11.2023 sent by complainant no. 2, the respondent, through its customer care team, sent a reply email dated 14.11.2023. In the said reply, the respondent merely stated that the Occupation Certificate for the said project had been applied for and was awaited from the concerned authorities, and that only after receipt of the OC, possession would be offered accordingly. The Respondent further requested the Complainants to wait for some more time and assured that they would be informed once the possession-related formalities commence.

xii. That even after waiting for a further period of more than three months subsequent to the respondent's reply dated 14.11.2023, no concrete update or timeline regarding possession was provided to the complainants. Left with no other option, complainant no. 2 again addressed a follow-up email dated 14.02.2024 to the respondent, wherein it was specifically stated that despite the lapse of three months, the Complainants were still waiting for the final delivery of the flat or any meaningful update from the respondent's side.

xiii. That in response to the follow-up email dated 14.02.2024 sent by complainant no. 2, the respondent again replied vide email dated 16.02.2024. In the said reply, the respondent categorically stated that they were not in a position to provide any definite time frame for possession of the project, and reiterated that the Occupation Certificate (OC) was still awaited from the competent authorities. The respondent further stated that only after receipt of the OC, they would be able to initiate registration and offer possession of the flat. Thus, the respondent once again failed to provide any specific timeline and merely sought further time.

xiv. That after an inordinate and unjustified delay, the respondent finally issued an offer of possession dated 21.08.2024 in favor of the complainants. In the said offer of possession, the respondent called upon the complainants to clear all alleged outstanding dues within a period of 15 days from the date of issuance of the said offer, as a pre-condition for handing over possession of the allotted flat. The issuance of the said offer of possession clearly reflects that the possession was offered much beyond the promised timeline and only after repeated follow-ups by the complainants.

xv. That the offer of possession dated 21.08.2024 contains unnecessary, arbitrary and unjustified mention of alleged outstanding dues, which the complainants were compelled to pay. It is submitted that the possession of the flat was already inordinately delayed, and despite the complainants having waited for several years and having fulfilled their financial obligations, the respondent still imposed further payment demands as a pre-condition for handing over possession. After such prolonged and unreasonable delay and in order to avoid further hardship, the complainants were left with no option but to comply with the said demand raised in the offer of possession.

xvi. That the complainant also made payment of the additional amount of Rs.1,34,706/- as demanded by the respondent, despite the fact that such a demand was wholly unjustified under the terms of the Apartment Buyer Agreement. As per ***Clause 2.1(iv)*** *of the Agreement, the total price of the apartment expressly includes the recovery of the price of land, the cost of* *construction not only of the apartment but also of the common areas, internal development charges, infrastructure augmentation charges, external development charges, taxes/fees/levies, as well as the cost of providing electric wiring, electrical connectivity to the apartment, lift, water line, plumbing, and complete finishing including paint, marble, tiles, doors, etc.* Therefore, all such components stand included within the total consideration already paid by the complainants. However, in clear violation of Clause 2.1(iv), the Respondent raised an additional demand for CCTV charges, electricity connection charges, meter cost, labour cess, and other heads which were already covered within the total sale consideration. Despite this contractual protection, the Complainants, in good faith and to avoid further delay in possession, paid the said amount of Rs. 1,34,706/-.

xvii. That the respondent issued a possession certificate on 02.09.2024 in favor of the complainants, thereby formally acknowledging that the unit was being offered for possession.

xviii. That in compliance with the terms of the offer of possession and demonstrating his readiness and willingness to take possession of the allotted unit, the complainant submitted an acceptance of possession on 02.09.2024 to the respondent. By doing so, the Complainant fulfilled all requisite formalities and confirmed his acceptance of the possession as offered.

xix. That the complainants further submit that an Operation and Servicing Agreement was executed between the complainants and B D Facility Management LLP, which governs the scope, nature and extent of maintenance and facility management services to be provided in the project. The said agreement was executed on 02.09.2024 at Gurugram and was duly stamped as per the Indian Non-Judicial Stamp (Haryana Government), clearly evidencing a formal contractual relationship between the parties. A perusal of the said agreement shows that the Respondent facility management agency was required to act strictly in accordance with the agreed terms and could levy only such charges as are expressly provided for and legally permissible. However, despite the existence of this agreement, the Respondents have acted in a unilateral, arbitrary and unlawful manner by imposing unwarranted maintenance and common area electricity charges upon the Complainants, in complete violation of the contractual terms.

xx. That subsequently, on 04.12.2024, the conveyance deed in respect of Flat No. 1202, Tower–3 was duly registered in the office of the Sub-Registrar, Badshahpur. The said Conveyance Deed was registered vide Vasika No. 11353 dated 04.12.2024, thereby formally transferring title and ownership rights of the said unit in favor of the complainant.

xxi. That after the execution and registration of the conveyance deed, the complainants duly took possession of the allotted flat and, till date, continues to reside in the said unit peacefully. The complainants has been living in the flat ever since possession was handed over and has been maintaining and occupying the premises as its lawful owner without any interruption.

xxii. That the respondent has been arbitrarily and unlawfully levying unnecessary charges under the garb of maintenance and common area electricity, which is clearly reflected from the maintenance statement generated through the respondent's mobile application. A perusal of the said statement shows debit entries towards "Common Area Electricity" and repeated maintenance charges, resulting in a continuously negative balance, despite objections already raised by the Complainants. The said charges have been imposed without proper breakup, justification or consent of the Complainants and are contrary to the agreed terms as well as applicable rules and regulations.

xxiii.That the complainants further place on record a statement titled "Statement of Electricity & Common Area Electricity Charges" issued by B D Facility Management LLP, pertaining to Apartment no. 1202, Tower–3, which itself clearly demonstrates the illegal and arbitrary recovery of Common Area Electricity (CAE) charges from the Complainants. The said statement reflects that an amount of Rs. 4,296.95/- has been shown as recoverable towards CAE, despite the fact that such charges are not legally recoverable from individual allottees and are required to be borne by the Respondent/maintenance agency as per the applicable regulatory framework. The document further reveals inconsistencies between the amount earlier recovered and the revised billing, resulting in a purported "net refundable" figure, which itself is indicative of wrongful, untransparent and ad-hoc billing practices adopted by the respondent.

xxiv.That subsequent to taking possession, the complainants were further aggrieved by the arbitrary, excessive and unlawful demands raised by the Respondent towards maintenance charges and wrongful levy of Common Area Electricity (CAE). Accordingly, Complainant No. 2 addressed detailed email dated 29.09.2025 to the Respondent, objecting to the imposition of CAE under the head of maintenance and specifically pointing out that such levy is contrary to the DTCP clarification dated 31.01.2024 as well as the applicable HERC regulations, which clearly distinguish between builder-borne services and recoverable charges. In the said emails, the Complainants categorically asserted that fixed/common electricity charges cannot be imposed on individual allottees, sought withdrawal of CAE charges with immediate effect, correction and re-issuance of bills in accordance with law, refund/re-adjustment of excess amounts already collected, and grant of mandatory rebate on prepaid electricity charges. Despite issuance of such detailed objections and reminders, the respondent failed to provide any satisfactory resolution and continued with the unlawful demands.

xxv. That in continuation of the earlier objections raised by the Complainants regarding excessive maintenance charges and wrongful levy of Common Area Electricity (CAE), the Respondent, through its facility management team, addressed an email dated 03.10.2025, proposing to schedule a meeting with the Complainants and members of the Fusion Homes Society to discuss the issues relating to common area electricity charges and maintenance charges. In the said email, the Respondent proposed a meeting on 04.10.2025 at 11:00 AM and stated that the agenda of the meeting would include breakdown of common area electricity charges, maintenance charges and services covered thereunder, and possible cost optimization measures. However, despite such correspondence, the grievances raised by the complainants remained unresolved.

xxvi. That thereafter, the respondent sent an email dated 10.10.2025 to complainant no. 2, informing that the senior management would not be able to attend the meeting scheduled earlier. In the said email, the Respondent stated that instead, a few residents were invited to attend a separate two-day meeting at the Head Office to review and discuss the CAE calculations, as had been previously discussed and confirmed over the phone.

xxvii. That as per Clause 8.1 of the Apartment Buyer Agreement, the respondent–promoter undertook a clear and mandatory obligation to complete the construction of the project and hand over possession of the allotted unit within a period of four (4) years from the date of approval of the building plans or the date of grant of environmental clearance, whichever is later. The said clause forms the essence of the time-bound commitment assured to the Complainant at the time of booking. It is submitted that the building approval plan in the present project was sanctioned on 23.01.2019, as per the documents provided by the respondent. However, despite repeated requests and follow-ups, the respondent has never disclosed or provided any record regarding the date of grant of environmental clearance for the project. The said date remains not available, and no document has been furnished by the Respondent to show compliance with this essential statutory requirement. Even if one considers the building plan approval date of 23.01.2019 for computation, the outer limit of four years expired on 23.01.2023, within which the respondent was contractually bound to offer possession. Contrary to this obligation, the complainant was issued the offer of possession only on 21.08.2024, i.e., long after the expiry of the agreed possession timeline under Clause 8.1, thereby clearly establishing the delay attributable to the respondent.

xxviii. That the respondent has wrongfully recovered from the complainants various amounts which were already included in the total price of the apartment as per the terms of the Apartment Buyer Agreement. Despite Clause 2.1(iv) clearly stipulating that all costs relating to electrical connectivity, meter and wiring, internal development works, infrastructure augmentation, common areas, finishing items, taxes, fees, levies, and other essential components stand included within the total sale consideration, the Respondent nevertheless raised separate additional charges under various heads such as CCTV charges, electricity connection charges, meter cost and labour cess. These amounts, already subsumed in the total price, were again demanded and collected from the complainant in violation of the contractual provisions. Thus, the respondent has unlawfully charged the complainants for components that were contractually included in the total consideration already paid.

xxix. That the complainants further submit that, due to continuous inaction and illegal conduct of the respondents, the complainants were constrained to issue a formal legal notice through email, inter alia raising objections regarding delay in handing over possession, wrongful levy of possession charges, illegal advance maintenance charges and unlawful common area electricity charges in respect of Apartment No. 1202, Tower-3, Pyramid Fusion Homes, Sector-70A, Gurugram. The said legal notice clearly narrated the entire factual matrix, including the agreement dated 06.08.2019, the admitted delay in possession, and the unauthorized charges imposed without contractual or statutory basis. Despite receipt of the said legal notice, the Respondents neither rectified the illegal demands nor provided any justifiable explanation, thereby compelling the complainants to seek appropriate relief before this Authority.

xxx. That the cause of action in the present complaint first arose when the Respondent failed to adhere to the agreed timeline for handing over possession as stipulated under Clause 8.1 of the apartment buyer agreement, despite the complainant having duly paid all instalments as per the payment plan. The cause of action further arose when the respondent wrongfully raised additional and unlawful charges on 21.08.2024, over and above the total price already fixed under the Agreement, and compelled the complainant to pay Rs.1,34,706/- in violation of Clause 2.1(iv). The cause of action again arose when, despite repeated communications and follow-ups, the respondent failed to provide timely possession and failed to complete essential formalities within the contractual timeframe. The cause of action is continuous and recurring in nature, as the respondent has breached its contractual obligations, violated the RERA Act, and wrongfully collected charges from the complainant.

C. Relief sought by the complainants.

9. The complainants have sought the following relief(s) in the both abovementioned cases:

I. Direct the respondent to respondent to pay Delay Possession Charges (DPC) to the Complainant from the date of expiry of the possession timeline i.e., four years from the date of Building Plan Approval (23.01.2019), in accordance with Clause 8.1 of the

Apartment Buyer Agreement and applicable provisions of the RERA Act, along with interest of 18% till actual date of possession.

II. Direct the Respondent to refund the amount of Rs.1,34,706/- illegally and wrongfully charged under various heads such as CCTV charges, electricity charges, meter cost and labour cess, despite being included in the total price under clause 2.1 (iv) along with the interest as prescribed under the RERA Act.

III. Direct the respondent to fortwith withdraw discontinue and restrain from demanding or levying any illegal arbitrary and unauthorized charges including but not limited to Common Area Electricity Charges and BD facility charges.

IV. Direct the respondent to fortwith withdraw discontinue and restrain from demanding any illegal maintenance charges, advance maintenance possession charges or any other ancillary or hidden charges which are not expressly provided under the Agreement and are otherwise contrary to law.

V. Declare all such charges already demanded and or recovered by the respondents as illegal void and non est and consequently direct the complainants along with interest.

VI. Direct the Respondent no.1 to refund the delayed payment charges taken, if any, in excess to the charges taken beyond the prescribed rate of interest and to refund the delayed payment interest charged on account of delay in disbursal of the loan amount by bank as well as grant exemption on account of delay in payment during COVID-19 pandemic period, if any;

VII. Direct the Respondent no.1 to refund labour cess, meter cost and installation charges, electricity connection charges, operational and service charges, admin charges levied arbitrarily from the Complainant;

VIII. Direct the respondent no.1 to install CCTV cameras floor wise in the entire project and furnish actual bills for said installation and charge CCTV charges reasonably as per actual costing on pro-rata basis;

IX. Direct the Respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate;

X. Direct the Respondents to charge renovation cost as per actuals and not on monthly basis.

XI. Direct the Respondents to issue proper electricity bills to the Complainant with actual breakup and charge only on basis of actual consumption and for common areas, charge on pro-rata basis in consonance with the Office order dated 31.01.2024 by DTCP;

XII. Direct the Respondents to not levy any operation and servicing charge and to levy only any charges in consonance with Office order dated 31.01.2024 by DTP Haryana titled as 'Clarification regarding maintenance charges to be levied on affordable group housing projects';

XIII. Direct the Respondents to vacate the Community Hall/Centre building and not occupy it in future;

XIV. Award compensation to the complainant for the mental agony harassment inconvenience and financial loss suffered due to the respondents delay unfair trade practices and violation of statutory and contractual obligations.

XV. Pass an order to direct the respondents to pay an amount of Rs.55,000/- to the Complainants as cost of the present litigation.

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 complainants.

ii. That the complainants are estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. The complainants have been enjoying the said unit without any demur/protest. That the possession was offered to the complainants 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 02.09.2024 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 04.12.2024. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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.

xii. 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.

xiii. That thereafter, the draw of lots was conducted by the respondent, in terms of the Affordable Housing Policy, on 18.05.2019, wherein the complainant was a successful allottee.

xiv. That pursuant thereto, the respondent issued the allotment letter dated 31.05.2019, in favor of the complainant, thereby allotting, Unit No. 12023 *(*Sic i.e. 1202)* (2BHK-Type A), admeasuring carpet area of 591.15 sq. ft. and 100 sq. ft balcony area, located on 12th floor, in Tower 3 of the project.

xv. 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.

xvi. 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.

xvii. 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.

xviii. That the apartment buyer's agreement was executed in the present case on 18.06.2019. 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.

xix. Additionally, the Operation and Servicing Agreement dated 02.09.2024, 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.

xx. 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.

xxi. 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.

xxii. 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.

xxiii. 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.

xxiv. That due to the Court orders, Government policy/guidelines, decisions a total of 199 days have been lost and the respondent is entitled for the extension of 199 days for delivery of possession of the flat to the complainant.

xxv. 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.

xxvi. 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.

xxvii. 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.

xxviii. 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".

xxix. 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.

xxx. 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.

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

xxxii. 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.

xxxiii. 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.

xxxiv. 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.

xxxv. 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.

xxxvi. 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.

xxxvii. 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 02.09.2024. The conveyance deed of the unit also stands executed in favour of the complainant on 04.12.2024. 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.

xxxviii. That after execution of the possession Certificate dated 02.09.2024, 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.

xxxix. 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.

xl. 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 delay possession charges (DPC) to the complainant from the date of expiry of the possession timeline i.e., four years from the date of Building Plan Approval (23.01.2019), in accordance with Clause 8.1 of the apartment buyer agreement and applicable provisions of the RERA Act, along with interest of 18% till actual date of possession.

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. 1202 2BHK, Type A with balcony area of 100 sq. ft. and carpet area of 591.15 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 complainants have paid an amount of Rs.25,95,139/-.

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 02.09.2024. Following the same conveyance deed was executed between the parties on 04.12.2024. The same fact was admitted by both the parties. In order to comprehend the relationship between the allottee and the promoter, it is essential to understand the definition of a "deed." A deed is a formal, written document that is executed, signed, and delivered by all parties involved in the contract, namely the buyer and the seller. It is a legally binding document that incorporates terms enforceable by law. For a sale deed to be valid, it must be written and signed by both parties. Essentially, a conveyance deed involves the seller transferring all rights to legally own, retain, and enjoy a particular asset, whether immovable or movable. In the present case, the asset in question is

immovable property. By signing a conveyance deed, the original owner transfers all legal rights pertaining to the property to the buyer in exchange for valid consideration, typically monetary. Thus, a "conveyance deed" or "sale deed" signifies that the seller formally transfers all authority and ownership of the property to the buyer.

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., 14.08.2026 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.II Direct the Respondent to refund the amount of Rs.1,34,706/- illegally and wrongfully charged under various heads such as CCTV charges, electricity charges, meter cost and labour cess, despite being included in the total price under clause 2.1 (iv) along with the interest as prescribed under the RERA Act.

G.III Direct the respondent to fortwith withdraw discontinue and restrain from demanding or levying any illegal arbitrary and unauthorized charges including but not limited to Common Area Electricity Charges and BD facility charges

G.IV Direct the respondent to fortwith withdraw discontinue and restrain from demanding any illegal maintenance charges, advance maintenance possession charges or any other ancillary or hidden charges which are not expressly provided under the Agreement and are otherwise contrary to law

G.V. Declare all such charges already demanded and or recovered by the respondents as illegal void and non est and consequently direct the complainants along with interest

G.VI. Direct the Respondent no.1 to refund the delayed payment charges taken, if any, in excess to the charges taken beyond the prescribed rate of interest and to refund the delayed payment interest charged on account of delay in disbursal of the loan amount by bank as well as grant exemption on account of delay in payment during COVID-19 pandemic period, if any

G.VII Direct the Respondent no.1 to refund labour cess, meter cost and installation charges, electricity connection charges, operational and service charges, admin charges levied arbitrarily from the Complainant

G.VIII Direct the respondent no.1 to install CCTV cameras floor wise in the entire project and furnish actual bills for said installation and charge CCTV charges reasonably as per actual costing on pro-rata basis

G.IX Direct the Respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate

G.X Direct the Respondents to charge renovation cost as per actuals and not on 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.

G.XI Direct the Respondents to issue proper electricity bills to the Complainant with actual breakup and charge only on basis of actual consumption and for common areas, charge on pro-rata basis in consonance with the Office order dated 31.01.2024 by DTCP

G.XII Direct the Respondents to not levy any operation and servicing charge and to levy only any charges in consonance with Office order dated 31.01.2024 by DTP Haryana titled as 'Clarification regarding maintenance charges to be levied on affordable group housing projects'.

39. As per the clarification regarding maintenance charges to be levied on affordable group housing projects being given by DTCP, Haryana vide clarification no. PF-27A/2024/3676 dated 31.01.2024, it is very clearly mentioned that the utility charges (which includes electricity bill, water bill, property tax waste collection charges or any repair inside the individual flat etc.) can be charged from the allottees as per consumptions.

40. Accordingly, the respondent is directed to charge the maintenance/use/utility charges from the complainants-allottees as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024

G.XIII Award compensation to the complainant for the mental agony harassment inconvenience and financial loss suffered due to the respondents delay unfair trade practices and violation of statutory and contractual obligations.

G.XIV Pass an order to direct the respondents to pay an amount of Rs.55,000/- to the Complainants as cost of the present litigation.

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

H. Directions of the Authority.

42. 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.

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

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

45. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory
Authority, Gurugram
Dated: 14.08.2026