BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	**:**	**5261 of 2025**
Date of complaint	**:**	**09.10.2025**
Date of decision	**:**	**25.08.2026**

Parvesh
R/o: - 103, Tower -M, Police Lines Near Bus Stand, Gurugram

Complainant

Versus

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

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:

Nisha Gaur (Advocate)	Complainant
Ankur Berry (Advocate)	Respondent

ORDER

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

A. Unit and project related details

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

S.N.	Particulars	Details
1.	Name and location of the project	"Pyramid-Fusion homes" at Sector-70A, Gurugram.
2.	Project area	5.11875 Acres
3.	Nature of Project	Affordable Group Housing Policy
4.	DTCP license no. and validity status	84 of 2018 dated 10.12.2018
5.	Rera registered/ not registered	**Registered** (for Affordable Group Housing Policy) Vide no. 10 of 2019 dated 21.02.2019
6.	Unit No.	506, at 5th Floor, Tower -1 (as mentioned in BBA at page 47 of complaint)
7.	Unit area admeasuring	591.15 sq. ft. (carpet area) & 100 sq. ft. (balcony area) (as mentioned in BBA at page 47 of complaint)
8.	Date of Allotment letter	18.05.2019 (Page 35 of complaint)
9.	Approval of building plans	23.01.2019 (Taken from the similar complaint of the same project)
10.	Date of Environmental clearance	30.08.2019 (page 30-41 of reply)
11.	Date of Buyer's agreement	27.05.2019 (page 42 of complaint)
12.	Possession clause	**8 Possession** 8.1...The developer shall offer possession of the said flat to the allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance (hereinafter

		referred to as the "commencement date"), whichever is later. [Emphasis supplied] (as mentioned in BBA at page 24 of complaint)
13.	Due date of possession	30.02.2024 [30.08.2023 + 6 months] (Note: the due date of possession is calculated from the date of approval of environment clearance plus 6 months of grace period)
14.	Total Sale Consideration	Rs.24,38,746/- (as mentioned in BBA at page 49 of complaint)
15.	Amount paid by complainant	Rs. 24,38,746/- (as mentioned in the conveyance deed at page 56 of reply)
16.	Occupation certificate	14.08.2024 (Page 49 of reply)
17.	Quadripartite Agreement	28.06.2019 (Page 56 of complaint)
18.	Offer of possession	21.08.2024 (Page 12 of complaint)
19.	Possession Certificate	28.08.2024 (Page 76 of complaint)
20.	Conveyance Deed	02.12.2024 (Page 52-63 of reply)

B. Facts of the complaint

3. The complainant vide complaint have made the following submissions:

I. That the complainant has booked his unit in the project of the respondent namely Pyramid-Fusion homes" at Sector-70A, Gurugram on 16.05.2019. The unit was allotted to the complainant on 18.05.2019. Thereafter the builder buyer agreement was executed

between the complainant and the respondent on 27.05. 2019.The due date comes out to be 26.12.2022.

II. That the promised date of handing over of possession is also 26.12.2022.Till date there has been a delay of 33 months.

III. That the complainant has paid an amount of Rs. 25,79,844/- out of the total sale consideration of Rs. 25,79,844/-.

IV. That the occupation certificate was obtained by the respondent on 14.08. 2024.The respondent offered the possession on 21.08.2024 and the complainant took the physical possession on 28.08. 2024. Later the conveyance deed was also executed between the complainant and the respondent on 02.12.2024.

C. Relief sought by the complainant:

4. The complainant has sought following relief.

I. Direct the respondent to pay delayed possession charges to the complainant.

5. On the date of hearing, the authority explained to the respondent/ promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent

6. The respondent contested the complaint vide its reply on following grounds: -

i. That the present complaint has been filed against the residential unit, located in the Affordable Housing project, under the name and style of 'Pyramid Fusion Homes' Sector-70A, Gurugram. At the very outset it is pertinent to bring forth that the residential unit of the complainant is based not solely upon the mutually agreed terms of the builder buyer

agreement, but rather the Affordable Housing Policy, 2013. The Affordable Housing Policy, 2013 is a comprehensive policy which controls and establishes, the terms for facilitating and creating additional affordable housing stock in urban areas of Haryana.

ii. That the respondent vide application dated 11.03.2019 sought prior Environmental Clearance for the project under the EIA Notification of 2006. Thereafter the State Environment Impact Assessment Authority, Haryana vide Memo No. SEIA/HR/2019/250 dated 30.08.2019 recommended the grant of environmental clearance for the project, subject to compliance with the stipulated conditions. The part I of the said letter detailed the statutory compliance which included obtaining the consent to Establish/Operate under the provisions of Air(Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974. Further vide Part XI (xvii), the respondent was not to violate any judicial order/pronouncements issued by any Court/Tribunal. That thereafter on 28.11.2019 the Consent to Establish was issued to the respondent vide Letter No. HSPCB/Consent/: 329962319GUSOCTE7038315.

iii. That only after receipt of Consent to establish could the respondent commence the project. The State of Haryana vide Gazette Pt I dated 07.05.1985, No. 4/2/85 declared whole of State of Haryana as air pollution control area for the purpose of the Air (Prevention and Control of Pollution) Act, 1981. The breach of terms defined under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 results in offence being punishable under Section of 40 of the said with punishments being triable under Indian Penal Code, 1860 (now BNS). Thus, once the Consent to Establish was received by the respondent

on 28.11.2019, the development / commencement of the project initiated.

iv. That the building plan of the project was approved on 23.01.2019 from DGTCP and the Consent to Establish was received by the respondent on 28.11.2019. That as Per the Affordable Housing Policy 2013 all such projects are required to be necessarily completed within 4 years from date of commencement of project. Thus, the proposed due date of possession, as calculated from the date of Consent to Establish dated 28.11.2019, comes out to be 28.11.2023. That also due to Covid 19 pandemic, resulting in complete stoppage of all activities, the Ld. Authority vide notification no.9/3-2020 dated 26.05.2020 had allowed an extension of 6 months for the completion of all projects, the due of which expired on or after 25.03.2020, on account of unprecedented conditions due to outbreak of covid-19.

v. That the complainant has already received possession of the unit, pursuant to the respondent's offer of possession dated 21.08.2024 and conveyance deed has been duly executed on 02.12.2024. Notably, the Occupancy Certificate was duly received by the respondent on 14.08.2024 after complying all the procedures as per the law.

vi. That under Section 18 of the RERA Act, the liability to pay interest or compensation arises only when delay is attributable to the promoter. In the present case, the alleged delay occurred due to intervention of statutory authorities, environmental restrictions, force majeure events, and circumstances beyond the control of the respondent, which are expressly excluded under the agreement for sale as well as recognized under the Act.

vii. That the Hon'ble Authority may kindly note that delays arising from statutory compliances, environmental clearances, NGT construction

bans, and pandemic-related disruptions have been consistently treated as non-actionable delays, for which promoters cannot be penalized under Section 18. Accordingly, it is most humbly submitted that the claim for relief on account of alleged delayed possession is not maintainable, lacks merit, and is liable to be dismissed.

viii. That Section 19 of the Act casts reciprocal obligations upon the allottee, and the complainant cannot seek relief in isolation while ignoring statutory delays and regulatory compliances mandatorily imposed on the respondent.

ix. That the Haryana State Pollution Control Board, vide Head Office Order dated 26.02.2018, issued pursuant to the directions of the Central Pollution Control Board, has mandated that building and construction projects shall obtain prior Consent to Establish (CTE) and Consent to Operate (CTO) under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. In view thereof, no construction activity could lawfully be commenced or continued without a valid CTE, and any construction in violation of the said mandate would attract statutory penalties. Hence, the respondent was legally restrained from proceeding with construction until the requisite consents were obtained, and any alleged delay is attributable to intervention of statutory authorities and constitutes force majeure.

x. That in the present matter, the respondent obtained the mandatory Consent to Establish (CTE) from the Haryana State Pollution Control Board on 28.11.2019, and only thereafter lawfully commenced construction of the project. In view of the statutory mandate governing commencement of construction, this Hon'ble Authority ought to consider the date of grant of CTE as the relevant date for determining

the due date of possession, irrespective of the date of Environmental Clearance or approval of the building plans. It is further submitted that the Environmental Clearance dated 30.08.2019, under Clause I (Statutory Compliance), sub clause 5, specifically requires the Project Proponent to obtain Consent to Establish/Operate under the provisions of the Air (Prevention and Control of Pollution) Act, 1981 and the Water (Prevention and Control of Pollution) Act, 1974 from the Haryana State Pollution Control Board. Hence, the contractual period of four years can lawfully commence only from the date of grant of CTE, i.e., 28.11.2019.

xi. That the respondent has not delayed the project wilfully. If the respondent fails to comply with the directions issued by the Hon'ble NGT, it would attract strict penalties, which would consequently affect and slow down the progress of the project. The relevant provisions of the NGT are reproduced herein below for the kind perusal of this Hon'ble Authority.

xii. That the complainant has failed to implead the confirming party/licence holder, namely *M/s Finian Estate Developers*, as a party to the present complaint, despite the fact that the said party is a necessary and proper party for the effective and complete adjudication of the dispute. On account of such non-joinder of a necessary party, the complaint is liable to be dismissed.

xiii. That the complainant has deliberately concealed the material fact that a Quadripartite Agreement was executed between the Allottees, M/s Pyramid Infratech Pvt. Ltd., M/s Finian Estate Developers, and PNB Housing Finance Ltd. Despite the existence of the said Quadripartite Agreement, the complainant has failed to implead any of the parties thereto, except the respondent thereby rendering the present

complaint bad for suppression of material facts and non-joinder of necessary and proper parties. On this ground alone, the complaint is liable to be dismissed.

6. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

7. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

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

> ***Section 11.....***
> *(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

Section 34-Functions of the Authority:
34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the relief sought by the complainant.

F. I Direct the respondent to pay delayed possession charges to the complainant.

11. 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. 506 at 5th floor, Tower-1 with balcony area of 100 sq. ft. and carpet area of 591.15 sq. ft. Thereafter, the apartment buyer agreement was executed on 27.05.2019 inter-se parties for a sale consideration of Rs.24,38,746/- against which the complainant had paid an amount of Rs.24,38,746/- as mentioned in the complaint.

12. 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 28.08.2024. Following the same conveyance deed was executed between the parties on 02.12.2024. 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.

13. 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.

14. 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."*

15. 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.

16. Upon reviewing all relevant facts and circumstances, the Authority determines that the complainant/allottee retain the right to seek compensation for delays in possession from the respondent-promoter, despite the execution of the conveyance deed.

17. **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]

18. The building plans were approved on 23.01.2019 and the environment clearance was obtained on 30.08.2019. The due date comes out to be 30.08.2023 which is taken 4 years from the date of environment clearance being later plus 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 for the projects having completion date on or after 25.03.2020). Therefore, the due date comes out to be 30.02.2024.

19. **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.

20. 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.

21. 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., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

22. 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;"

23. 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 27.05.2019. 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.

24. 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.

H. Directions of the authority

25. Hence, the authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under section 34(f):

i. The respondent shall pay interest at the prescribed rate i.e., 10.80 % per annum for every month of delay on the amount paid by the complainant from due date of possession i.e., 30.02.2024 till valid offer of possession plus two months after obtaining the Occupation Certificate from the competent authority or actual handing over of possession, whichever is earlier as per proviso to section 18(1) of the Act read with rule 15 of the rules.

ii. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80 % by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay

the allottees, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

iii. The respondent/promoter shall not charge anything from the complainant(s) which is not the part of the apartment buyer's agreement or provided under the Affordable Housing Policy, 2013.

26. Complaint as well as applications if any stands disposed of.

27. File be consigned to registry.

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

Dated: 25.08.2026