# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

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| **Complaint no.** | : | **1892 of 2025** |
| **Date of complaint** | : | **25.04.2025** |
| **Date of decision** | : | **29.09.2026** |

Suraj Kumar Singh,
**R/o: - SCO 13 2nd Floor OMAXE WORLD STREET Sector 79 FaridabaD.**

**Complainant**

Versus

**1. M/s Pyramid Infratech Private Limited.**
**Regd. Office At:** H-38, M2K White House, Sector-57, Gurugram.
**2. M/s B D Facility Management LLP Fusion Homes**
**Regd. Office At:** Unit no 501 504 508 5th floor unitech trade center sector 43 gurugram

**Respondents**

**CORAM:**
Shri Arun Kumar — **Chairman**
**APPEARANCE:**
Complainant in person with Shr. Saket Singh (Advocate) — **Complainant**
Shri Harshvardhan (Advocate) — **Respondent no. 1&2**

## ORDER

1. The present complaint has been filed by the complainant/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall

be responsible for all obligations, responsibilities and functions under the provisions of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. 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.No. | Particulars | Details |
|---|---|---|
| a) | Name of the project | "Pyramid Fusion Homes" situated at Village Palra, Sector 70A, Gurugram |
| b) | DTCP | 84 of 2018 dated 10.12.2018 |
| c) | HRERA Registration | Registered Vide no. 10 of 2019 dated 21.02.2019 |
| d) | Apartment no. as per offer of possession | 302, tower 7<br>(page 34 of complaint) |
| e) | Unit admeasuring | 591.15 sq. ft. (carpet area)<br>100 sq. ft. (balcony area)<br>(page 34 of complaint) |
| f) | Date of builder buyer agreement | Not on record |
| g) | Possession clause | *Cannot be ascertain* |
| h) | Possession Clause (as per affordable housing policy, 2013) | 1(IV) of the Affordable Housing Policy, 2013<br>*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.* |
| i) | Building Plans | 23.01.2019<br>(as per DTCP website) |
| j) | Environmental clearance | 30.08.2019<br>(page 14 of reply) |

| | | |
|---|---|---|
| k) | Due date of possession | NA |
| l) | Total sale Consideration | Rs.25,73,308/-<br>(page 38 of complaint) |
| m) | Amount Paid | Rs.25,73,718/-<br>(page 19 of complaint) |
| n) | Occupation certificate | 14.08.2024<br>(as per DTCP website) |
| o) | Offer of possession | 21.08.2024<br>(page 34 of complaint) |

## B. Facts of the complaint

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

I. That the respondent is a private limited company controlled and managed by Mr. Dinesh Kumar, Whole-Time Director, and Mr. Brahm Dutt, Director of the Respondent Company. Since the Respondent Company is an artificial legal person, the aforesaid directors are responsible for its management, affairs, and operations, to the extent provided under the applicable law.

II. That the complainant is a bona fide allottee and purchaser of a residential flat in the project namely, **"PYRAMID FUSION HOMES,"** developed by Pyramid Infratech Private Limited, situated at Village Palra, Sector 70A, Gurugram, Haryana.

III. That the respondent is engaged in the business of real estate development and has undertaken various real estate projects in gurugram, haryana, including the project known as "PYRAMID FUSION HOMES," situated at Village Palra, Sector 70A, Gurugram, Haryana, in which the Complainant is an allottee.

IV. That the respondent, through advertisements published in various forms of mass media and through its agents and representatives,

advertised the project under the name "PYRAMID FUSION HOMES" and invited prospective purchasers to purchase residential flats in the said project.

V. That the respondent, through its advertisements, agents, and representatives, made various representations and assurances to members of the general public to induce them to invest in and purchase residential units in the said project. Relying upon the representations and assurances made by the Respondent, the Complainant decided to purchase a residential flat in the said project.

VI. That the complainant, Mr. Suraj Kumar Singh, decided to purchase a residential flat in the project known as "PYRAMID FUSION HOMES," developed by Pyramid Infratech Private Limited and situated at Village Palra, Sector 70A, Gurugram, Haryana. Accordingly, a Buyer's Agreement in respect of the said flat was executed and registered under Vasika No. 5591 dated 26.07.2019, jointly in the names of the Complainant, Mr. Suraj Kumar Singh, and his wife, Mrs. Smrita Singh.

VII. That subsequently, the complainant and his wife, Mrs. Smrita Singh, obtained a decree of divorce dated 18.09.2024 in Matrimonial Case No. 319/2023, passed by the Learned Principal Judge, Family Court, Sonbhadra. In paragraph 7 of the said decree, Mrs. Smrita Singh expressly acknowledged that she had no interest, claim, or right in respect of the aforesaid flat.

VIII. That it is pertinent to mention that the entire consideration amount towards the purchase of the aforesaid flat was paid exclusively by the Complainant, Mr. Suraj Kumar Singh, from his own funds, and Mrs. Smrita Singh made no financial contribution whatsoever towards the purchase of the said flat. The aforesaid facts, read in conjunction with

the declaration recorded in paragraph 7 of the divorce decree dated 18.09.2024, establish the Complainant's claim in respect of the said flat, subject to the applicable law and the relevant terms of the Buyer's Agreement

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).

I. To direct the builder to remove the name of co-owner (wife) from all flat documents.

II. Direct the respondent not to charge holding charges and provide possession with delayed interest as per RERA Act.;

III. To direct the maintenance agency not to charge maintaince till the registration of conveyance deed.

IV. To grant relief in the form of compensation, alongwith the principal amount and interest, delayed interest , additional compensation for harassment and unfair trade practices.

V. To impose penalty upon the respondents as per the provisions of Section 61 of the RERA for contravention of Section 11(4)(f) read with Section 17 of the RERA Act.

VI. Impose penalty on the Respondent-Developer for violation of the mandate contained in Section 11(4)(f) read with Section 17 of RERA Act?

VII. Impose penalty on the Respondent-Developer for violating the mandate contained in Section 15 of RERA Act?

VIII. Direct the Respondent-Developer to pay the cost of litigation in advance to carry on this fight for justice.

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 no.1.**

6. The respondent has contested the complaint on the following grounds: -

i. That it is most humbly submitted that the present complaint under reply has been filed without application of mind to the actual factual matrix and circumstances involved in the case at hand. The complainant has not approached the Ld. Authority with clean hands, hence the complaint is liable to be dismissed in the interest of justice.

ii. That the Apartment Buyer's agreement Vasika No. 5591 dated 26th of July, 2019 is a well drafted agreement and is in accordance with the prescribed format provided under RERA Act. The due date of offer of possession as per the terms of the Apartment Buyers Agreement or as per clause 8.1 of the Apartment Buyers Agreement is 4 years from the date of approval of building plans or grant of environment clearance, whichever is later. The commencement of the above-mentioned period of 4 years began after the respondent received the environment clearance as mentioned in clause 8.1 of the Apartment Buyers agreement on 30.08.2019 from the authorities concerned. The complainant is also well aware of these facts and has willfully withheld the information from the hon'ble court about the date of environment clearance.

iii. That the Apartment Buyers agreement constitutes the foremost basis of relationship between the parties, both the parties are bound by the terms and conditions of the same and the clauses of the same shall be read as whole and no clause shall be read in isolation. The

complainants while alleging that the Respondent has delayed the project chose selective reading of the clauses of the agreement. That the clause 8.1 of the Apartment Buyers agreement evince that the timelines for the possession is subject to force majeure circumstances and offer of possession of the said unit within a period of 4 years with extension of 6 months due to force majeure circumstances (as per the Affordable Housing Policy, 2013) from the date of approval of building plans or grant of environment clearance, whichever is later i.e. 30.08.2019.

iv. That it is a well-known fact that the project timelines for possession under affordable housing policy are based on date of Statuary Approvals. It is not in the contemplation of the respondent that the Force majeure would occur and the construction was also affected on account of the NGT order prohibiting construction (structural) activity of any kind in the entire NCR by any person, private or government authority. Thereafter, the Hon'ble Supreme Court of India on 04/11/2019, while deciding the matter of "M.C. MEHTA v. Union of India" banned all the construction activities and the said ban was partially lifted by the Hon'ble Supreme Court on 09/12/2019 whereby relaxation was accorded to the builders for continuing the construction activities from 6:00 am to 6:00 pm. Therefore, the complete ban was lifted by the Hon'ble Apex court on 14/02/2020. It is also submitted that vide its order NGT placed sudden ban on the entry of diesel trucks which were older than ten years and said that no vehicle from outside or within Delhi will be permitted to transport any construction material. Since the construction activity suddenly

stopped, it took some time for mobilization of the work by various agencies employed with the Respondent after the ban was lifted.

v. That it is further submitted that after the lifting of ban on construction activities there was sudden outbreak of COVID-19 (coronavirus). It be noted that due to sudden outbreak of the coronavirus, the construction work came to a complete halt again for about 2 years and it took some time for the respondent to get the labour force mobilized at the project site.

vi. That even after such hardships and complete ban over construction activities, the respondent being a responsible builder completed the project as soon as it was possible and applied for the occupation certificate with the authorities concerned on 13-03-2023 which was way before the due date for offer of possession as per the Apartment buyers agreement and the same was given to the respondent on 14.08.2024.

vii. That soon after receiving the occupation certificate from the authorities concerned, the respondent issued the offer of possession for the unit of the complainant to the complainant vide letter dated 21.08.2024 as per the terms of the Apartment Buyers Agreement.

viii. That upon the receipt of the aforementioned offer of possession letter, the complainant failed to take any action in accordance with its terms. The dues specified therein continue to remain outstanding. Despite multiple reminders issued via email and verbal communication over phone calls, yet the complainant has not complied with the requirements. The total dues till the date is: -

(A) admin fees: - Rs. 23,364/-

(B) stamp paper/ DD for conveyance deed: - Rs. 1,45,100/-

(C) registration charges: - Rs. 12,510/-

(D) holding charges: - Rs. 1,00,614/- (Till August, 2025)

ix. All these charges are mentioned in the offer of possession letter and are well within the knowledge of the complainant, but he still chose to hide these facts from the hon'ble authority.

x. That the complainant is the co-owner of the said unit and his wish to delete the name of the other co-owner without receiving any relinquishment deed or any affidavit from the other co-owner of the unit which is illegal and against the Affordable Housing Policy, 2013. The respondent is legally obligated to hand over possession to both co-owners unless a valid document evidencing the relinquishment of co-ownership rights by one co-owner is produced.

xi. That the complaint under reply is liable to be dismissed on the grounds mentioned above.

**E. Reply filed by the respondent no. 2.**

a) That the present complaint has been filed in respect of a duly licensed Pyramid Infratech Pvt. Ltd known as "PYRAMID FUSION HOMES" located at sector-70A, Gurugram, Haryana and developed by M/s Pyramid Infratech Private Limited, Respondent No. 1 herein. It is submitted that the Applicant herein is the duly nominated agency providing maintenance services to the said project.

b) That it is respectfully submitted that the complaint is not maintainable against the Applicant herein. The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the Act" for short) contemplates filing of complainants only against Promoters, Real Estate Agents and Allottees. However, the Applicant, which is a maintenance services provider to the project, is neither a Promoter, Real Estate Agent

or an Allottee in the project and hence the complaint cannot be filed against the applicant/respondent no.2 under the Act.

c) That from a perusal of the relief sought by the Complainant, it is evident that the relief that has been claimed against the Applicant herein pertains to demand for arrears of maintenance charges. The Complainant is resiling from his contractual obligations under the buyer's agreement to make payment towards maintenance charges. The complainant is bound to pay charges towards the maintenance and upkeep of the common areas and services of the project, which is being undertaken by the applicant herein. Due to defaulting allottees such as the complainant, the Applicant is being burdened with the costs of maintaining the project, which is unreasonable, unfair and contrary to the agreement between the parties. The present complaint has been filed by the complainant only to avoid payment of maintenance charges to the Applicant herein.

d) That the complainant cannot be permitted to misuse the machinery of law to avoid his contractual obligations. The complainant cannot take advantage of his own wrongdoing and defaults.

e) That it is respectfully submitted that since the present complaint is not maintainable under the Act against a maintenance agency, the name of respondent no. 2 ought to be deleted from the array of parties

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

8. 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.

**F. Jurisdiction of the authority**

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

**F.I Territorial jurisdiction**

10. 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.

**F.II Subject-matter jurisdiction**

11. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.*

12. 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 complainants at a later stage.

**G. Findings on the relief sought by the complainant.**

**G.I To direct the builder to remove the name of co-owner (wife) from all flat documents.**

13. The Authority observes that the complainant has sought a direction from the Authority for removal of his ex-wife from the records/allotment in respect of the subject property. However, such relief does not fall within the jurisdiction or statutory powers of the Authority under the Real Estate (Regulation and Development) Act, 2016. The Authority is empowered to adjudicate upon disputes and grant reliefs arising out of the provisions of the Act and the terms and conditions of the allotment/agreement. The issue relating to removal of an ex-wife or determination of rights arising out of a matrimonial relationship is beyond the scope of the Authority's jurisdiction and involves questions of civil/personal rights. Accordingly, the relief sought by the complainant in this regard cannot be granted by this Authority, and the complainant is at liberty to approach the appropriate forum for adjudication of such dispute.

**G.II Direct the respondent not to charge holding charges and provide possession with delayed interest as per RERA Act**

14. The respondent is not entitled to claim holding charges from the complainant/allottee at any point of time even after being part of the builder buyer's agreement as per law settled by the Hon'ble Supreme Court in civil appeal nos. 3864-3899/2020 decided on 14.12.2020. The authority earlier, in view of the provisions of the Act in a lot of complaints decided in favour of promoters to the effect holding charges are payable by the allottee. However, in the light of the recent judgement of the NCDRC and hon'ble Apex Court, the authority concurs with the view taken therein and holds that a promoter/ builder cannot levy holding charges on a homebuyer/allottee as

it does not suffer any loss on account of the allottee taking possession at a later date.

15. As far as holding charges are concerned, the developer having received the sale consideration has nothing to loose by holding possession of the allotted unit except that it would be required to maintain the apartment. Therefore, the holding charges will not be payable to the developer. Even in a case where the possession has been delayed on account of the allottee having not paid the entire sale consideration, the developer shall not be entitled to any holding charges though it would be entitled to interest for the period the payment is delayed.

**G.III To direct the maintenance agency not to charge maintaince till the registration of conveyance deed**

16. The complainants raised an objection towards the amount raised towards maintenance charges. This issue has already been dealt with by the Authority in complaint bearing no. ***4031 of 2019 titled as "Varun Gupta Vs. Emaar MGF Land Limited" decided on 12.08.2021***, wherein it was held that the respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year.

**G.IV To grant relief in the form of compensation, alongwith the principal amount and interest, delayed interest , additional compensation for harassment and unfair trade practices.**

**G.V Direct the Respondent-Developer to pay the cost of litigation in advance to carry on this fight for justice**

17. The complainant is seeking the above-mentioned relief w.r.t. compensation. The Hon'ble Supreme Court of India in *Civil Appeal nos. 6745-6749 of 2021* titled as *M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.(supra),* has held that an allottee is entitled to claim compensation and 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 and litigation expense shall be adjudged by the adjudicating officer having due regards to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

**G.VI To impose penalty upon the respondents as per the provisions of Section 61 of the RERA for contravention of Section 11(4)(f) read with Section 17 of the RERA Act**

**G.VII Impose penalty on the Respondent-Developer for violation of the mandate contained in Section 11(4)(f) read with Section 17 of RERA Act?**

**G.VIII Impose penalty on the Respondent-Developer for violation of the mandate contained in Section 11(4)(f) read with Section 17 of RERA Act?**

18. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above-mentioned relief.

## H. Directions of the authority

19. 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 handover the possession of the unit on payment of outstanding dues if any, within 30 days to the complainant/allottees and to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

    ii. The respondent shall not charge anything from the complainants which is not part of the agreement for sale.

    iii. The respondent-promoter is not entitled to charge holding charges from the complainant-allottees at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 on 14.12.2020

20. Complaint as well as applications, if any, stands disposed of accordingly.

21. File be consigned to the registry

**(Arun Kumar)**
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026