BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 18.09.2026

NAME OF THE BUILDER		M/s PYRAMID INFRATECH PRIVATE LIMITED – R1 M/s BD FACILITY MANAGEMENT LLP – R2
PROJECT NAME		"PYRAMID FUSION HOMES", at Sector - 70A, Gurugram, Haryana
S. No.	Case No.	Case title
1.	CR/779/2026	Akhilesh Singh and Priyanka Gour V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2
2.	CR/820/2026	Manoj Kumar Singh V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2
3.	CR/821/2026	Anurag Tiwari V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2
4.	CR/822/2026	Gaurav Goyal V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2
5.	CR/823/2026	Sanjay Kumar Singh V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2
6.	CR/825/2026	Lovneet Kumar V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2

CORAM:

Shri Arun Kumar — **Chairman**

APPEARANCE:

Ms. Surbhi Garg Bhardwaj, Advocate — **Complainants**

Shri Dhruv Rohatgi, Advocate — **Respondent**

ORDER

1. This order shall dispose of all the above 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 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 respondent/promoter i.e., M/s Pyramid Infratech Private Limited. The terms and conditions of the allotment letter, buyer's agreements, 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 award of possession and delayed possession charges and execute the conveyance deed and others.
3. The details of the complaints, 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", at Sector – 70A, Gurugram.
Project area	5.11875 Acres
Nature of the project	Affordable Group Housing Colony
DTCP license no. and other details	84 of 2018 dated 10.12.2018 Valid up to – 09.09.2026
Name of licensee	M/s Pyramid Infratech Private Limited
RERA Registered/ not registered	**Registered** vide no. 10 of 2019 dated 21.02.2019

	valid up to 20.02.2023 + 6 months Covid = (20.08.2023)
RERA Extension	Extension No. 10 of 2023 dated 08.05.2023 Extended up to 20.08.2024
Possession clause as per Apartment Buyer's Agreement	***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 environmental clearance, (hereinafter referred to the as "the commencement date"), whichever is later.*** ***[Emphasis Supplied]***
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.*
Building plan approval dated	23.01.2019 (As per DTCP official website as well as mentioned in clause E of apartment buyer's agreement)
Environment clearance dated	03.08.2019 (As information obtained from the planning branch also taken from similar complaint of similar project bearing no. CR/786/2026)
Due date of possession	**29.02.2024** **[30.08.2023 + 6 months]** (Note: The due date of possession is calculated from the date of environment clearance dated 03.08.2019, being later + 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)
Occupation Certificate	**14.08.2024** **[For Tower No. 1, 3, 4, 5, 6 & 7 (G + 14th Floor)]** (As per DTCP Website)

S. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter and ABA	Total sale consideration and Total amount paid by the complainant in Rs.	Offer for possession, Physical Handover & Conveyance Deed
1.	CR/779/2026 Akhilesh Singh and Priyanka Gour V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2 **DOF:** 06.03.2026 **RR:** 08.05.2026	305 on 3rd Floor in Tower – 5 (2BHK, Type-D) 598.53 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) [As mentioned in clause J of ABA at page 36 of complaint]	**AL:** **25.11.2020** [Page 28 – 33 of complaint] **ABA:** **24.02.2021** [Page 34 – 53 of complaint]	**TSC:** **Rs.24,65,562/-** [As mentioned in clause 2.1 of ABA at page 37 of complaint] **AP:** **Rs.26,40,548/-** [As per Statement of account dated 20.01.2026 at page no.54 – 55 of complaint]	**OFP:** 21.08.2024 [Page 56 – 65 of complaint] **PH:** 10.10.2024 [Page 66 – 67 of complaint] **CD:** 10.10.2024 [Page 68 – 89 of complaint]
2.	CR/820/2026 Manoj Kumar Singh V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2 **DOF:** 06.03.2026 **RR:** 08.05.2026	808 on 8th Floor in Tower – 4 (2BHK, Type-B) 580.54 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) [As mentioned in clause J of ABA at page 36 of complaint]	**AL:** **28.07.2021** [Page 26 – 31 of complaint] **ABA:** **19.08.2021** [Page 32 – 53 of complaint]	**TSC:** **Rs.23,95,882/-** [As mentioned in clause 2.1 of ABA at page 37 of complaint] **AP:** **Rs.25,43,974/-** [As per Statement of account dated 21.08.2024 at page no.54 – 55 of complaint **Plus** Rs.1,35,314/- dated 27.08.2024 of Axis Bank account statement at page 57 of complaint]	**OFP:** 21.08.2024 [Page 59 – 67 of complaint] **PH:** 28.08.2024 [Page 68 of complaint] **CD:** 28.08.2024 [Page 69 – 90 of complaint]
3.	CR/821/2026 Anurag Tiwari V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2 **DOF:**	307 on 3rd Floor in Tower – 7 (2BHK, Type-A) 591.15 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) [As mentioned in clause J of	**AL:** **18.05.2019** [Page 26 – 31 of complaint] **ABA:** **21.06.2019** [Page 32 – 73 of complaint]	**TSC:** **Rs.24,38,746/-** [As mentioned in clause 2.1 of ABA at page 39 of complaint] **AP:** **Rs.25,83,559/-** [As per Statement of account dated 21.08.2024 at	**OFP:** 21.08.2024 [Page 82 – 89 of complaint] **PH:** 05.09.2024 [Page 90 – 91 of complaint] **CD:** 16.12.2024

	06.03.2026 **RR:** 08.05.2026	ABA at page 37 of complaint]		page no. 78 – 79 of complaint **Plus** Rs.1,37,274/- dated 03.09.2024 as confirmed by respondent via email dated 04.09.2024 at page 80 of complaint]	[As submitted along with WS filed by respondent]
4.	CR/822/2026 Gaurav Goyal V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2 **DOF:** 06.03.2026 **RR:** 08.05.2026	1105 on 11th Floor in Tower – 4 (2BHK, Type-C) 578.27 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) [As mentioned in clause J of ABA at page 36 of complaint]	**AL:** **29.05.2019** [Page 26 – 31 of complaint] **ABA:** **10.06.2019** [Page 32 – 53 of complaint]	**TSC:** **Rs.23,86,710/-** [As mentioned in clause 2.1 of ABA at page 37 of complaint] **AP:** **Rs.25,33,564/-** [As per Statement of account dated 20.03.2025 at page no. 68 – 70 of complaint]	**OFP:** 21.08.2024 [Page 71 – 80 of complaint] **PH:** 28.08.2024 [Page 81 – 82 of complaint] **CD:** 17.02.2025 [As submitted along with WS filed by respondent]
5.	CR/823/2026 Sanjay Kumar Singh V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2 **DOF:** 06.03.2026 **RR:** 08.05.2026	301 on 3rd Floor in Tower – 4 (2BHK, Type-B) 580.54 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) [As mentioned in clause J of ABA at page 36 of complaint]	**AL:** **18.05.2019** [Page 26 – 31 of complaint] **ABA:** **21.06.2019** [Page 32 – 54 of complaint]	**TSC:** **Rs.23,95,882/-** [As mentioned in clause 2.1 of ABA at page 37 of complaint] **AP:** **Rs.25,37,287/-** [As per Statement of account dated 21.08.2024 at page no. 55 – 58 of complaint **Plus** Rs.1,35,384/- dated 02.09.2024 via NEFT at page 57 of complaint]	**OFP:** 21.08.2024 [Page 59 – 63 of complaint] **PH:** 02.09.2024 [Page 64 – 65 of complaint] **CD:** 25.06.2025 [As submitted along with WS filed by respondent]
6.	CR/825/2026 Lovneet Kumar V/S M/s Pyramid Infratech Private Limited – R1 M/s BD Facility Management LLP – R2	402 on 4th Floor in Tower – 1 (2BHK, Type-A) 591.15 sq. ft. (Carpet area) & 100 sq. ft. (balcony area)	**AL:** **28.05.2019** [Page 26 – 31 of complaint] **ABA:** **11.06.2019** [Page 32 – 54 of complaint]	**TSC:** **Rs.24,38,746/-** [As mentioned in clause 2.1 of ABA at page 37 of complaint] **AP:** **Rs.25,74,679/-** [As per Statement of account dated	**OFP:** 21.08.2024 [Page 58 – 67 of complaint] **PH:** 30.08.2024 [Page 68 of complaint] **CD:**

	DOF: 06.03.2026 **RR:** 08.05.2026	[As mentioned in clause J of ABA at page 36 of complaint]		15.12.2025 at page no. 56 – 57 of complaint]	23.12.2024 [As submitted along with WS filed by respondent]

Relief(s) sought by the complainants:

a. Direct the respondent no.1 to pay delayed possession charges to the complainants on the principal amount paid, from the due date of possession till the date of actual handing over of the possession of the unit at the prescribed rate as per RERA, 20116 and HRERA Rules, 2017;
b. 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;
c. 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;
d. 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;
e. Direct the respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate;
f. 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. 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';
h. Direct the respondents to vacate the Community Hall/Centre building and not occupy it in future;
i. Direct the respondents to charge renovation cost as per actuals and not on monthly basis;
j. Any other relief as the Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

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
RR	Reply received by the respondent
AL	Allotment Letter
ABA	Apartment Buyer's Agreement
TSC	Total sale consideration
AP	Amount paid by the allottee/s
OFP	Offer for Possession
PH	Physical Handover
CD	Conveyance Deed

4. The aforesaid complaints were filed against the promoter on account of violation of the apartment buyer's agreement and allotment letter against the allotment of units in the project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession 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(s)/allottee(s) are similar. Out of the above-mentioned case, the particulars of lead case ***CR/779/2026*** titled as ***Akhilesh Singh and Priyanka Gour VS. M/s Pyramid Infratech Private Limited & M/s BD Facility Management LLP*** are being taken into consideration for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

A. Project and unit related details:

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

CR/779/2026 titled as ***Akhilesh Singh and Priyanka Gour VS. M/s Pyramid Infratech Private Limited & M/s BD Facility Management LLP***

S.No.	Particulars	Details
1.	Name and location of the project	"Pyramid Fusion Homes" situated at Village Palra, Sector 70A, Gurugram.
2.	Nature of the project	Affordable Group Housing Project
3.	Project area	5.11875 Acres
4.	DTCP license no.	84 of 2018 dated 10.12.2018 Valid up to 09.09.2026

5.	Name of licensee	M/s Pyramid Infratech Private Limited
6.	RERA Registered/ not registered	**Registered** vide no. 10 of 2019 dated 21.02.2019 valid up to 20.02.2023 + 6 months Covid = (20.08.2023)
7.	RERA Extension	Extension No. 10 of 2023 dated 08.05.2023 Extended up to 20.08.2024
8.	Unit no.	305 on 3rd Floor in Tower – 5 (2BHK, Type-D) (As mentioned in clause J of ABA at page 36 of complaint)
9.	Unit area admeasuring	598.53 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) (As mentioned in clause J of ABA at page 36 of complaint)
10.	Date of allotment letter	25.11.2020 (As per page no. 28 – 33 of the complaint)
11.	Date of apartment buyer's agreement	24.02.2021 (As per page no. 34 – 53 of the complaint)
12.	Possession clause as per apartment buyer's agreement	**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 environmental clearance, (hereinafter referred to the as "the commencement date"), whichever is later.*** **[Emphasis Supplied]** (As per page no.41 of complaint)
13.	Possession Clause	**1(IV) of the Affordable Housing Policy, 2013**

	(as per 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 --3later.*** *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.*
14.	Date of approval of building plan	23.01.2019 (As per DTCP official website as well as mentioned in clause E of apartment buyer's agreement at page 35 of complaint)
15.	Date of environmental clearance	03.08.2019 (As per page no. 45 – 55 of reply)
16.	Due date of possession	**29.02.2024** [30.08.2023 + 6 months] (Note: Due date of possession is calculated from the date of environment clearance being later i.e., comes to 30.08.2023 Plus grace period of 6 months on account of covid-19)
17.	Total sale consideration	Rs.24,65,562/- (As mentioned in clause 2.1 of ABA at page 37 of complaint)
18.	Amount paid	Rs.26,40,548/- (As per Statement of account dated 20.01.2026 at page no. 54 – 55 of complaint)
19.	Occupation certificate	14.08.2024 **[For Tower No. 1, 3, 4, 5, 6 & 7 (G + 14th Floor)]** (As per DTCP Website)
20.	Offer of possession	21.08.2024 (As per page no. 56 – 65 of complaint)
21.	Possession letter	10.10.2024 (As per page no. 66 – 67 of complaint)
22.	Conveyance Deed	10.10.2024 (As per page no. 68 – 89 of complaint)

B. Facts of the complaint:

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

I. That the complainants are respectable and law-abiding citizens currently residing at Flat no. 305, 3rd Floor, Tower no.5, Pyramid Fusion Homes, Sector 70A, Gurugram-122101, Haryana.

II. That the complainants are allottees within the meaning of Section 2(d) of The Real Estate (Regulation and Development) Act, 2016. The respondent no.1, M/s Pyramid Infratech Private Limited is a limited company incorporated under the Companies Act, 1956 and is inter alia engaged in the business of providing real estate services. The respondent no.2 is a Limited Liability Partnership Company who has been roped in by the respondent no.1 to delegate its statutory obligations to maintain the project in question on its behalf.

III. That somewhere around 2019, the respondent no.1 advertised about the launch of its new affordable group housing project launched under the Haryana Affordable Housing Policy, 2013 notified by the Government of Haryana namely "Pyramid Fusion Homes" located in Village Palra, Sector-70A, Gurugram, Haryana. The said respondent no.1 painted a rosy picture of the project in their advertisement making tall claims and representing that the project would be a strategically located township wherein the homes would be having a breath of fresh air with excellent connectivity to Southern Peripheral Road, convenience of shopping within the complex, great metro connectivity, amongst others.

IV. That relying on the abovesaid representations of the respondent no.1 and on the lookout for a cost-effective abode for themselves, the complainants applied for allotment of a residential unit in the said project by submitting an application form and paying an amount of Rs.1,22,206/- towards the said unit on 25.11.2020.

V. That thereafter, a successful allotment was drawn in favour of the complainants. Accordingly, vide allotment letter dated 25.11.2020 (Customer Code- PF/676/WD/14), the respondent no.1 allotted the residential unit bearing no. 305(2BHK-Type D), located on 3rd Floor, in Tower-5, admeasuring carpet area of 598.53 sq. ft. and balcony area of 100 sq. ft. for a total sale consideration of Rs.24,68,562/-.

VI. That thereafter, an apartment buyer's agreement was executed between the complainant and the respondent no.1 on 24.02.2021 for the unit in question wherein under clause 8, the respondent no.1 undertook to complete construction and handover possession within 4 years from the date of approval of building plans (23.01.2019) or grant of environment clearance (30.08.2019), whichever later, i.e. by 30.08.2023.

VII. That in order to effectively make payments, the complainants took loan and accordingly the complainants kept making payment in accordance with the demands raised by the respondent no.1 in the hope of getting possession of their dream home. Later, somewhere around December, 2022, the complainants visited the project site only to be taken aback by the construction status. To the utter shock of the complainants, the project was still nowhere nearing completion despite lapse of almost 3 years from the date of booking and the project launch and despite taking considerable payment. This left the complainants devastated and feeling aggrieved, the complainants approached the respondent no.1 thereby highlighting their misconduct and seeking a concrete response over the construction status, but the respondent no.1 assured that the construction would resume soon and would be delivered as per schedule. The Respondent no.1 assured that the construction would be carried forward in full swing and project will be complete soon. Having deposited a substantial amount with the Respondent no.1, the Complainants had no option but to believe the

representations made by the former. It is imperative to mention here that while the respondent no.1 delayed the possession handover and project completion on account of excuses like pandemic or other apparently unavoidable circumstances, they never acknowledged the instances of delay in construction and subsequent delay in disbursement on part of bank on account of construction milestone not being achieved. It is to be noted that the burden of proof to establish that the entire delay was due to force majeure lies heavily upon the respondent no.1.

VIII. That thereafter, when no intimation of possession was received by the Complainants on or before the due date, they visited the project site but were stunned to see that snail paced construction work was going on at the project site within only 5-6 labourers present and the project seemed far from handover. To this, the Complainants took a serious note and approached the representatives of the Respondent no.1 and explained that the Respondent no.1 is not taking good efforts to develop the project and there is every apprehension he will not be able to handover the physical possession in the near future as the scheduled date had already elapsed. It was also duly raised by the Complainants time and again that due to the tardy construction status and the delay in achieving the construction milestones, the Bank had been refusing to disburse the loan amount. To this, the Respondent no.1 replied that they will complete the project and will hand over the unit soon and any failure to pay would result in cancellation of unit while also charging delay payment interest due to delay by the Bank in disbursing the amount which was actually due to the respondent no.1's own fault by delaying the construction.

IX. That the respondent no.1 kept raising payment demands and the complainants kept making payment in accordance with said demands only in the hope of getting possession of their unit and fearing cancellation of

their unit as threatened by the respondent no.1 time and again. Till date, the complainants have made a payment of Rs.26,40,548/- as against the total sale consideration of Rs.24,68,562/-, in accordance with the demands raised by the respondent no.1, i.e. 100% payment.

X. That thereafter, after the delay of 12 months, the Respondent no.1 sent an 'Offer of possession' letter dated 21.08.2024 wherein the Complainants were informed that the Occupation Certificate had been received. It is imperative to note here that the RERA project registration validity extension was given to the Respondent no.1 uptil 20.08.2024 and it was only a strategic move on part of the Respondent no.1 to send out the offer letter on 21.08.2024. To the utter shock of the Complainants, along with the said letter, the Respondent no.1 had sought a payment demand of Rs. 1,82,758/- apart from the Stamp duty charges of Rs. 1,46,800/-, Registration charges of Rs. 12,510/- and Admin charges of Rs. 23,364/-. The said payment demand was completely arbitrary and unjust as the same was never disclosed to the Complainants at the time of booking and even at the time of execution of agreement and is in complete violation of the Haryana Affordable Housing Policy'2013. A breakup of the arbitrary demands under various heads in the said final demand letter is as follows:

- 'Labour cess' amounting to Rs. 11,653/-;
- 'Meter cost & installation charges' amounting to Rs. 13,715/-;
- 'Electricity connection charges including @ 18% GST' amounting to Rs. 97,601/-;
- 'CCTV charges including @18% GST' amounting to Rs. 11,736/-;
- 'Interest Free Maintenance Security(IFMS)' amounting to Rs. 15,000/-;
- '12 months advance against Operation & Servicing Charges including @18% GST' amounting to Rs. 33,053/-;
- 'renovation' deposit of Rs. 20,000/- and per month deposit of Rs. 2,000/- during period of renovation;
- Admin charges including GST@ 18%, amounting to Rs. 23,364/-;

XI. The above charges were over and above the Stamp duty and Registration fees. It is further to note that it was specifically mentioned in the Offer of

possession letter that all the above charges were payable within 15 days from issuance of said letter else the Respondent no.1 would be entitled to levy interest/holding charges/non-occupancy/operation and servicing charges from the complainant.

XII. That at the very outset, the said charges have been arbitrarily imposed as neither the description of the same nor any quantification was given to the complainants at the time of booking regarding these charges being a part of the sale transaction and falling due at the time of possession while also being in complete contrast to the rules laid down under the Haryana Affordable Housing Policy, 2013. Accordingly, the complainants visited the office of the respondent no.1 company in order to point out that said charges were completely unfair and were never disclosed at the time of booking or execution of agreement and also against the aforesaid policy. It was further pointed out that the maintenance and upkeep of the entire project is the legal liability of the respondent no.1 till 5 years from the receipt of occupation certificate and accordingly, said unfair charges could not be levied especially when they do not find any placement in the apartment buyer's agreement or in the policy.

XIII. That with respect to the Labour cess, the same cannot be charged by the respondent no.1 as it is solely the respondent no.1's responsibility to disburse said amount. As far as the meter cost and installation charges are concerned, they are included within the total cost of the unit in question and cannot be levied separately. Further, IFMS charges cannot be charges within the period of 5 years considering that it is the respondent no.1's responsibility to provide free of cost maintenance until 5 years. With respect to the operation and servicing charges, a proper breakup was supposed to be given by the respondent no.1 and it could not cover the heads that form a part of maintenance. Regarding the CCTV charges, same

cannot be levied and without prejudice to the contentions of the complainants herein, even if levied, it must be reasonable and, in any case, till date only few CCTV cameras have been installed in the society and collection of the hefty amount of Rs.11,736/- from every single apartment owner on account of installation of CCTV charges is absolutely unjustified and unreasonable. Regarding the Admin charges, the respondent no.1 had specifically informed at the time of booking as well as by way of allotment letter that no administrative charges could be levied for the unit in question at the time of handover and the Apartment buyer's agreement being absolutely silent about the same thus justifying the fact that same could not be levied from the allottees. Accordingly, it was clearly asserted by the complainants that without sufficient explanation, said charges are completely unjustified but the respondent no.1 failed in satisfying the complainants over such unjust levy of additional charges rather threatened imposition of interest as well as holding charges. Having no other option after having parted with a considerable chunk out of their hard-earned money, the complainants had to pay said amount under protest and complete handing over formalities.

XIV. That the complainants had asked the respondent no.1 to pay the delayed possession charges for which the complainants were entitled on account of delay in handing over possession in violation of the apartment buyer's agreement to which the latter verbally replied that the delay in handing over possession of the flat was beyond the control of respondent no.1.

XV. That having no alternative other than taking possession despite cost escalation as well as refusal on part of respondent no.1 to pay the delayed possession charges, the complainants were constrained to accept possession and the same is evident vide letter titled as 'Acceptance of possession' dated 10.10.2024. At the time of possession, the complainants

were forced to sign a one-sided standard 'Operation and servicing agreement'. It is pertinent to note that the said agreement bared various unfair maintenance charges sought to be imposed upon the allottees of the project in the garb of 'Utility, operation and service usage' and the same was strongly disputed by the complainants who also refused to execute the same but the respondent no.1 refused to handover possession and execute conveyance deed for the unit if the same was not signed. This was followed by long pursuance for registration of conveyance deed which was finally done later.

XVI. That the sole responsibility to maintain the project in question till the handover of the maintenance to residents welfare association is upon the builder/promoter, and the same has been clearly laid down in the Haryana Affordable Housing Policy, 2013 that the onus to maintain the project for 5 years from the date of receipt of occupation certificate lies solely upon the builder/promoter. Further, the builder/promoter is given an allowance of 4% commercial component in the project to enable him to maintain the project free of cost for 5 year's time period and it is their sweet will to manage themselves or through a third party. The buyers cannot be forced to enter into a contract with a third party. However, the respondent no.1 chose to rope in a facility management company in the name of B D Facility Management LLP to manage the maintenance of the project and forced the allottees including the complainants to sign an agreement titled as 'Operation and Servicing Agreement' with B D Facility Management LLP. It is imperative to note that the allottees cannot be made bound to execute any agreement with any third party especially when the primary obligation to maintain the project lies upon the builder and even if a third party is appointed by the builder, it does not take away the legal liability of the builder/promoter.

XVII. That the 'Operation and Servicing Agreement' which the respondent no.1 forced the complainants to sign in the garb of handing over physical possession of the unit is absolutely unfair, one-sided and aimed at duping the complainants of their hard-earned money. It aims at imposition of various unfair charges upon the allottees on a monthly basis under the name and style of 'operational and service charge' which actually is a clandestine way of seeking maintenance charges from the allottees which the respondent no.1 is legally barred from seeking. The various payment heads which the respondent no.1 seeks to impose upon the allottees by way of said agreement and accompanying occupant manual are in stark violation of Office order/Notification dated 31.01.2024 issued by the Directorate of Town and Country Planning, Haryana and accordingly, the respondent no.1 must be directed to withdraw said charges and must be heavily penalized for the same. It is the obligation of the respondent no.1 to maintain the project and to upkeep the lifts, generator sets, STP and other facilities without unduly levying charges from innocent buyers for said maintenance especially when the quality of maintenance in the project is highly compromised with negligible security staff in place and poorly maintained facilities in place.

XVIII. That the respondents have been charging exorbitant amount from the complainants in the name of 'Operational and service charge' as well as 'Common area electricity' (CAE) without any valid breakup or bifurcation of the expenses and without justifying the monthly bill being issued to the allottees. Further, it is a legal mandate upon the builder to issue individual consumption based bills with proper breakup and in a detail prescribed format and not a blanket monthly bill. The same is evident from the fact that the bill of supply issued to the complainants on monthly basis bear no bifurcation of the CAE charges and a blanket amount of Rs. 3.90/- per sq.

ft. of the carpet area is being charged from each allottee in the name of 'operational and servicing charge' as well as 'common area electricity charges' without any breakup and without any legal sanctity. Moreover, the respondents also aim to raise said charges @ 10% on yearly basis without any proper justification of the same.

XIX. That the malafide conduct and ill will of the respondent no.1 is evident from the fact that they have occupied the community hall of the project and have been using it for their own office purpose and anganwadi purpose, in complete contrast to the fact that common areas belong to the allottees and cannot be legally occupied by the builder/promoter. It is further to note that the security deployment at the project site is inadequate with negligible security staff in place. Moreover, there are innumerable concerns that the residents have been facing regarding poor maintenance especially poor STP maintenance and consequence depleting water quality thus compromising the basic hygiene.

XX. That the complainants kept reiterating to the respondent no.1 that the delay in handover of possession as well price escalation had caused extreme mental agony as well as financial hardship to him and to request them to withdraw the unfair charges being imposed on him on monthly basis, but to no avail. Accordingly, by way of the present complaint, the complainants seek delayed possession charges owing to the delay in handing over possession in accordance with the builder buyer agreement along with other reliefs.

XXI. That the complainants showed utmost faith in the respondent no.1 company despite lapse on latter's part in adhering to their obligations as per said agreement. However, the respondent no.1 miserably failed in not only completing the project as per schedule but also sought unjustifiable

charges and forced the complainants to pay them in order to take possession.

XXII. That the complainants have been severely exploited at the hands of the respondents. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainants have gone through till date, thereby duping the complainants of their hard-earned money and subjecting them to great mental trauma.

XXIII. That the present complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainants along with interest at the rate prescribed as per RERA, 2016 and HRERA Rules, 2017 from the due date of possession, along with other reliefs mentioned hereinbelow. Hence, this complaint.

XXIV. The complainants also reserves their right to file separate complaint for compensation as and when required before the appropriate forum/ authority.

C. Relief sought by the complainant: -

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

a. Direct the respondent no.1 to pay delayed possession charges to the complainants on the principal amount paid, from the due date of possession till the date of actual handing over of the possession of the unit at the prescribed rate as per RERA, 20116 and HRERA Rules, 2017;

b. 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;

c. 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;

d. 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;
e. Direct the respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate;
f. 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. 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';
h. Direct the respondents to vacate the Community Hall/Centre building and not occupy it in future;
i. Direct the respondents to charge renovation cost as per actuals and not on monthly basis;
j. Any other relief as the Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

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 a Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent is contesting the complaint on the following grounds:

i. That the complainants have 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 no.1 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 no.1 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. It is submitted that 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 complainants are apparent that after conclusion of the entire transaction, they chose to remain silent for such a long period and have approached this authority to extort money.

iii. That the complainants, upon the handover of possession, the allottees have accorded their 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 10.10.2024 along with the acceptance of possession letter, executed by the complainants clearly records her satisfaction to the unit, project and affirms her no-claim against the company. Thus, the respondent no.1 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.

iv. 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.

v. That the instant complaint is sham and bogus. That the complainants have not come before this Authority with clean hands and have suppressed vital and material facts from this Authority. That the complaint deserves to be dismissed at the very threshold. The correct facts are set out in the succeeding paras of the present reply.

vi. 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 said charges are 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.

vii. Thus, the complainants, in order to get additional facilities and amenities, electricity meter, cess, 33KV connection etc. as charged for by the respondent no.1, was duty bound to pay these other charges on pro rata basis. The respondent no.1 has levied these charges on pro rata basis and the complainants have 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

complainants were bound to pay electricity connection charges and other similar infrastructure or utility-based charges.

viii. That the complainants had approached the respondent no.1 and applied for allotment of an apartment, under the Affordable Housing Policy-2013 in the project "Pyramid Fusion Homes", located at Sector-70A, Gurugram.

ix. That thereafter, the draw of lots was conducted by the respondent no.1, in terms of the Affordable Housing Policy, on 16.05.2019, wherein the complainants was a successful allottee.

x. That pursuant thereto, the respondent no.1 issued the allotment letter dated 25.11.2020, in favour of the complainants, thereby allotting, Unit No. 305 (2BHK-Type D), admeasuring carpet area of 598.53 sq. ft. and 100sq.f.t balcony area, located on 3rd Floor, in Tower 5 of the project.

xi. 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.

xii. 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.

xiii. That in the allotment letter, the respondent no.1 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.

xiv. That the apartment buyer's agreement was executed in the present case on 24.02.2021. 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.

xv. Additionally, the Operation and Servicing Agreement dated 10.10.2024, more particularly Clauses 2(iii), (iv) and (v), duly executed and accepted by the complainants, also provided for payment of additional charges for the additional services being provided by the respondent no.1 in the project, which include the installation of CCTV cameras, phone software for prepaid electricity service and other such services. The complainants, in the Affidavit-cum-Undertaking dated 28.08.2024 had also accepted and undertaken to pay such charges.

xvi. 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.

xvii. 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.

xviii. 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) 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.

xix. 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.

xx. It is respectfully submitted that due to the Court orders, Government policy/guidelines, decisions a total of 199 days have been lost and the respondent no.1 is entitled for the extension of 199 days for delivery of possession of the flat to the complainants.

xxi. In a publication in online news website namely mint dated 07.10.2022 wherein ithas 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 Hon'ble Authority may kindly

consider grant of benefit of extension to the respondent no.1 on account of time consumed in re-mobilization of the various construction activities and the respondent no.1 craves leave of this Hon'ble Authority to consider a period of additional 90 days for the purpose of re-mobilization, during the affected period stated in detailed in previous Para.

xxii. 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.

xxiii. That the respondent no.1 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 no.1 is seeking for any exemption or waiver for the period, after the due date, considering the benefit of the above-mentioned extended periods.

xxiv. 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".

xxv. The respondent no.1, 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.

xxvi. The respondent no.1 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.

xxvii. The apartment buyer's agreement herein is based on the "Model Buyer's Agreement" as provided under the RERA Act, and rules thereunder.

xxviii. A comparative of both, the model buyer's agreement as well as the duly executed agreement between the complainants and the respondent no.1 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 no.1 and the respondent no.1 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.

xxix. 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.

xxx. 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.

xxxi. 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.

xxxii. 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.

xxxiii. 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 no.1 had already offered possession of the unit in question to the complainants vide offer of possession dated 21.08.2024. Pursuant thereto, the complainants have made the requisite payments and completed the handover formalities and the physical possession was handed over to the complainants vide possession certificate dated 10.10.2024. It is also worthwhile that at the

time of taking the possession, the complainants also executed an Affidavit and Undertaking, thereby according their complete satisfaction to the unit and discharging the respondent no.1 from all claims, demands, damages or any other liability.

xxxiv. That after execution of the possession certificate dated 10.10.2024 and obtaining of possession of the unit in question, the complainants is left with no right, entitlement or claim against the respondent no.1. The instant complaint is a gross misuse of process of law. The contentions advanced by the complainants in the false and frivolous complaint are barred by estoppel.

xxxv. The complainants have preferred the instant complaint in complete contravention of their earlier representations and documents executed by them. The complainants have filed the instant false and frivolous complaint in order to mount undue pressure upon respondent no.1 in order to make it succumb to her unjust and illegitimate demands.

xxxvi. That the construction of the tower in which the unit in question is situated is complete and the respondent no.1 has already offered possession of the unit in question to the complainants. Therefore, there is no default or lapse on the part of the respondent no.1 and there in no equity in favour of the complainants. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent no.1. The allegations levelled by the complainants are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.

12. All other averments made in complaint are 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 objections raised by the respondent:

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

18. The respondent/promoter has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction due to orders passed by Haryana State Pollution Control Board, lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour, 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:

> ***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.*

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 29.02.2024. Granting any other additional relaxation would undermine the objectives of the said policy. It is well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent no.1 to pay delayed possession charges to the complainants on the principal amount paid, from the due date of possession till the date of actual handing over of the possession of the unit at the prescribed rate as per RERA, 20116 and HRERA Rules, 2017;

G.II 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.III Any other relief as the Hon'ble Authority may deem fit and proper in the facts and circumstances of the case.

22. On the above-mentioned reliefs sought by the complainants are being taken together as the findings in one relief will definitely affect the result of the other reliefs.

23. 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. Vide allotment letter dated 25.11.2020, the complainants were allotted unit bearing no. 305 on 3rd Floor in Tower – 5 (2BHK, Type-D) with balcony area of 100 sq. ft. and carpet area of 598.53 sq. ft. Thereafter, the apartment buyer agreement was executed on 24.02.2021 inter-se parties for a sale consideration of Rs.24,65,562/- against which the complainants have paid an amount of Rs.26,40,458/-.

24. 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 complainants on 21.08.2024. Thereafter the respondent handed over the possession of the unit on 10.10.2024. Following the same conveyance deed was executed between the parties on 10.10.2024. 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.

25. 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.

26. 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.*

27. 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.
28. 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.
29. **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.

> ***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.*
>
> ***[Emphasis Supplied]***

30. 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 29.02.2024.

31. **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]***
>
> *(1) 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.*

32. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the rules, has determined the prescribed rate of

interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

33. 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., 18.09.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

34. 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;"*

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

36. 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.

37. 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.

38. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 29.02.2024 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

G.IV 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.V 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.VI Direct the respondents to refund IFMS charges and charge only after completion of 5 years from date of Occupation Certificate;

G.VII Direct the respondents to vacate the Community Hall/Centre building and not occupy it in future;

G.VIII Direct the respondents to charge renovation cost as per actuals and not on monthly basis;

39. 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 10.10.2024. 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.IX 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.X 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';

40. 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 allotees as per consumptions.

41. 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.

H. Directions of the Authority:

42. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under Section 34(f) of the Act:

i. The respondent no.1 /promoter is directed to pay interest to the complainant(s) against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 29.02.2024 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

ii. The arrears of such interest accrued within a period of 90 days from date of this order as per Rule 16(2) of the Rules.

iii. The complainant(s) are also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iv. The rate of interest chargeable from the allottee(s) 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(s), 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 the complainant(s)/ allottee(s) for delay if any between six (6) months Covid-19 period from 01.03.2020 to 01.09.2020.

v. The respondents are directed to charge the maintenance/ use/ utility charges from the complainants/ allottee(s) as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

43. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.

44. Complaint as well as applications, if any, stand disposed off accordingly.

45. True certified copies of this order shall be placed in the case file of each matter.

46. Files be consigned to registry.

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

Dated: 18.09.2026