

**BEFORE THE HARYANA REAL ESTATE REGULATORY
AUTHORITY, GURUGRAM**

Date of Order: **20.08.2026**

NAME OF THE BUILDER		PYRAMID INFRATECH PRIVATE LIMITED	
PROJECT NAME		"URBAN HOMES II"	
S. No.	Case No.	Case title	APPEARANCE
1.	CR/136/2026	Zeeshan Ali Quazi V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate
2.	CR/137/2026	Param Veer Arora V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate
3.	CR/149/2026	Shiv Kumar Singh Yadav V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate
4.	CR/203/2026	Anshul Gautam V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate
5.	CR/135/2026	Amit Arora V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate
6.	CR/157/2026	Narender Kumar Juneja V/S Pyramid Infratech Private Limited	Sh. Ashwani Kumar Singla Advocate Sh. Dhruv Rohtagi Advocate

CORAM:

Shri Phool Singh Saini

Member

ORDER

1. This order shall dispose of all the 6 complaints titled as above filed before this authority 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 provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.

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, "Urban Homes-II" situated at Sector-86, Gurugram being developed by the respondent/promoter i.e., M/s Pyramid Infratech Private Limited. The terms and conditions of the builder buyer's agreements fulcrum of the issue involved in all these cases pertains to delay possession charges and litigation costs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Project Name and Location		Pyramid Infratech Private Limited at "Urban Homes-II" situated in Sector- 86, Gurugram.				
Occupation certificate: Obtained on 25.09.2020						
Complaint No. & Case Title	CR/136/2026 Zeeshan Ali Quazi V/S Pyramid Infratech Private Limited	CR/137/2026 Paramveer Arora V/S Pyramid Infratech Private Limited	CR/149/2026 Shiv Kumar Singh Yadav V/S Pyramid Infratech Private Limited	CR/203/2026 Anshul Gautam V/S Pyramid Infratech Private Limited	CR/135/2026 Amit Arora V/S Pyramid Infratech Private Limited	CR/157/2026 Narender Kumar Juneja V/S Pyramid Infratech Private Limited
Reply status	19.03.2026	19.03.2026	19.03.2026	19.03.2026	19.03.2026	19.03.2026
Unit no.	201, 2 nd floor & Tower-05	104, 1 st floor & Tower-10	201, 2 nd floor & Tower-05	708, 7 th floor & Tower-05	1005, 10 th floor & Tower-01	1204, 12 th floor & Tower-04



	(As per page no. 48 of the reply)	(As per page no. 48 of the reply)	(As per page no. 48 of the reply)	(As per page no. 48 of the reply)	(As per page no. 48 of the reply)	(As per page no. 52 of the reply)
Area admeasuring	515.57 sq. ft. (Super area) & 100 sq. ft. (Balcony area) (As per page no. 48 of the reply)	339.28 sq. ft. (Super area) & 47.36 sq. ft. (Balcony area) (As per page no. 48 of the reply)	515.57 sq. ft. (Super area) & 100 sq. ft. (Balcony area) (As per page no. 48 of the reply)	503.41 sq. ft. (Super area) & 100 sq. ft. (Balcony area) (As per page no. 48 of the reply)	503.41 sq. ft. (Super area) & 100 sq. ft. (Balcony area) (As per page no. 48 of the reply)	503.41 sq. ft. (Super area) & 100 sq. ft. (Balcony area) (As per page no. 52 of the reply)
Date of execution of agreement for sale	16.09.2017 (As per page no. 47 of the reply)	27.01.2016 (As per page no. 47 of the reply)	16.09.2017 (As per page no. 47 of the reply)	12.03.2016 (As per page no. 47 of the re)	15.04.2016 (As per page no. 47 of the reply)	04.03.2021 (As per page no. 48 of the reply)
Due date of handing over of possession	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)
Offer of possession	22.10.2020 (As per page no. 18 of the complaint)	22.10.2020 (As per page no. 90 of the reply)	22.10.2020 (As per page no. 18 of the complaint)	22.10.2020 (As per page no. 90 of the reply)	22.10.2020 (As per page no. 18 of the complaint)	22.10.2020 (As per page no. 18 of the complaint)
Possession Certificate	Not on record	17.12.2020 (As per page no. 18 of the complaint)	12.11.2020 (As per page no. 19 of the complaint)	01.12.2020 (As per page no. 19 of the complaint)	Not on record	Not on record
Conveyance Deed	28.05.2025	29.11.2024 (As per page no.	28.05.2025	25.11.2024	27.11.2024	04.12.2024



	(As per page no. 87 of the reply)	92 of the reply)	(As per page no. 87 of the reply)	(As per page no. 93 of the reply)	(As per page no. 99 of the reply)	(As per page no. 94 of the reply)
Total Consideration / Total Amount paid by the complainant(s)	TSC: Rs.21,12,280/- (As per page no. 59 of the reply) AP: Rs.21,12,280/- (As per page no. 90 of the reply)	TSC: Rs.13,80,800/- (As per page no. 65 of the reply) AP: Rs.13,80,800/- (As per page no. 96 of the reply)	TSC: Rs.21,12,280/- (As per page no. 59 of the reply) AP: Rs.21,12,280/- (As per page no. 90 of the reply)	TSC: Rs.20,63,640/- (As per page no. 65 of the reply) AP: Rs.20,63,640/- (As per page no. 96 of the reply)	TSC: Rs.20,63,640/- (As per page no. 65 of the reply) AP: Rs.20,63,640/- (As per page no. 102 of the reply)	TSC: Rs.22,77,522/- (As per page no. 55 of the complaint) AP: Rs.23,45,711/- (As per page no. 56 of the complaint)

The complainant in the above complaint(s) has sought the following reliefs:

1. Direct the respondent to pay delay possession charges from 22.01.2020 (due date as per the policy by which possession must have been given to the complainant) on 07.12.2020 at the prescribed rate.
2. Direct the respondent to pay the litigation cost of Rs.30,000/- to the complainant.

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

Abbreviation Full form

TSC Total Sale consideration

AP Amount paid by the allottee(s)

4. The aforesaid complaints were filed by the complainants against the promoter on account of contraventions alleged to have been committed by the promoter in relation to Section 11(4)(a) of the Act, 2016 and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and litigation costs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent/promoter in terms of Section 34(f) of the Act which mandates the Authority to ensure compliance of the obligations cast upon the promoter, 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 also similar. Out of the above-mentioned case, the particulars of lead case **CR/136/2026 titled as Zeeshan Ali Quazi Vs M/s Pyramid Infratech Private Limited** are being taken into consideration for determining the reliefs of the allottee(s) qua, delay possession charges and litigation costs.

A. Project and unit related details

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

S. No.	Particulars	Details
1.	Name and location of the project	"Urban Homes II" at Sector-86, Gurugram
2.	Nature of the project	Affordable group housing
3.	Project area	5.2875 acres
4.	DTCP license no.	154 of 2014 dated 09.09.2014 valid up to 21.01.2020
5.	Name of licensee	Satpal Singh and 4 others
6.	RERA Registered/ not registered	Registered vide no. 253 of 2017 dated 03.10.2017 valid up to 28.02.2020
7.	Unit no.	201, 2 nd floor & Tower-05 (As per page no. 48 of the reply)
8.	Unit area admeasuring	515.57 sq. ft. (Carpet area) & 100 sq. ft. (balcony area) (As per page no. 48 of the reply)
9.	Date of approval of building plans	25.05.2015 (As per page no. 48 of the reply)
10.	Allotment letter	09.09.2015 (As per page no. 16 of the complaint)
11.	Date of Environment Clearance	22.01.2016 (As per page no. 36 of the reply)





12.	Date of execution of apartment buyer's agreement	16.09.2017 (As per page no. 47 of the reply)
13.	Payment plan	Time linked payment plan
14.	Possession clause	3. POSSESSION 3.1 Subject to force majeure circumstances, intervention of Statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under part hereof and apartment buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (herein after referred to as the "commencement date"), whichever is later. (As per page no. 50 of the reply)
15.	Due date of possession	22.01.2020 (Note: Due date to be calculated 4 years from the date of environment clearance i.e., 22.01.2016, being later)
16.	Total sale consideration	Rs.21,12,280/- (As per page no. 59 of the reply)
17.	Amount paid by the complainant	Rs.21,12,280/- (As per page no. 90 of the reply)
18.	Occupation certificate	25.09.2020 (As per page no. 81 of the reply)
19.	Offer of possession	22.10.2020 (As per page no. 18 of the complaint)
20.	Conveyance deed	28.05.2025 (As per page no. 87 of the reply)

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B. Facts of the complaint

8. The complainants have made the following submissions:

- I. That the complainant is a citizen of India by birth and has the Constitutional right to invoke the jurisdiction of the Hon'ble Authority.
- II. That the respondent got approvals from competent authorities and floated an affordable housing project called Pyramid Urban Homes-II, Sector 86 Gurugram. Date of commencement of the project which has already been held by the Hon'ble Adjudicating Officer of the Authority is 22.01.2016.
- III. That the complainant booked a dwelling unit under Affordable Housing Policy 2013, in 2015 and was allotted flat no.-201, Tower-05 in Pyramid Urban Homes-II, Sector 86, Gurugram.
- IV. That there were so many non-compliances to the Policy, the complainant approached a voluntary consumer association named Fight Against Injustice Forum (a body corporate registered u/s 8 of the Companies Act, 2013). The said association filed a complaint on behalf of 30 aggrieved persons, including the complainant vide number 2884/2021 before the Hon'ble Adjudicating Officer HARERA Gurugram. The Hon'ble AO in his orders has observed as under:

"Apart from afore discussed claims the complainant has also prayed for penalty from respondent no. 1 on account of delay in handing over possession of units. The power to entertain the claim for "delayed possession charges" is with the Authority and not with the Adjudicating Officer. All this has been clarified by the Apex Court of India in case titled M/s New Tech Promoters and Developers Pvt Ltd vs State of UP and ors etc. and Civil Appeal number 6745-6749 of 2021. The complainant may approach the Authority to seek this relief, if same wants. This forum has no jurisdiction to entertain prayer of 'delay possession charges' Same is thus declined."

- V. That, however there was a clerical error in the order dated 19.09.2022 and the complainant filed a rectification application u/s. 39 of the Act, 2016 which was duly contested by the respondent viz: Pyramid Infratech Pvt. Ltd. The final orders were passed on the 25.09.2023. In accordance



with the above orders the present complaint is now being preferred before this Hon'ble Authority.

- VI. That the policy was framed with intent to encourage the planning and completion of Group Housing projects wherein apartments of 'predefined size' are made available at 'pre-defined rates' with a 'targeted time frame'. So there everything is predefined under the policy. Neither the allottee/ complainant nor the builder/respondent has any leverage/ discretion. This being a policy cannot be overridden by any indenture unless amended by the Government of Haryana.
- VII. That the policy, with a view to control delay in completion and delay in offering the possession incorporated a mandatory, non-negotiable clause (1)(iv), reproduced hereunder:
- All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the date of commencement of project for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project. In accordance with the above provisions the project must be completed within a period of 4 years from the date of approval of building plan or grant of environmental clearance, whichever is later, which in this case is 22.01.2016.*
- VIII. That as per information available with the complainant, the building plans were approved on 25.05.2015 and the environment clearance was issued on 22.01.2016. Out of both, the later date is 22.01.2016. Hence, the date of the commencement of the project is 22.01.2016. The project (Pyramid Urban Homes-II) was required to be completed and possession offered on or before 22.01.2020. Every single day after 22.01.2020 is delay in possession.
- IX. That the respondent is unnecessarily taking pleas of COVID-19 which was announced effective 25.03.2020, much after the stipulated date of completion. As such the respondent cannot take benefit of zero period.



The date of offer of possession as per letter dated 22.10.2020 is 07.12.2020.

- X. That the total unit price is Rs.22,28,841/-. This amount is eligible for delay payment charges @10% p.a. on daily outstanding (as SBI computes for it MCLR).
- XI. That the delay period interest @11% on simple rate of interest basis @11% (SBI does not compute and charge interest linked with MCLR with this formula):

SUM	Rs.22,28,841/-
Days	320
Rate	11%
Interest	Rs.214945.76/-

- XII. Thus, delay possession charges with this formula are Rs.2,14,945.76/-
- XIII. That the present complaint is within limitation. The cause of action arose on 22.01.2020, being the due date for possession of the flat, whereas possession was actually handed over only on 01.01.2021. Ordinarily, the limitation period of three years under Limitation Act, 1963 would have expired on 21.11.2023. However, in Writ Petition (Civil) No. 3 of 2020, the Hon'ble Supreme Court, by orders dated 23.03.2020 and subsequent directions culminating in order dated 10.01.2022, directed that the period from 15.03.2020 to 28.02.2022 shall stand excluded for the purposes of limitation. Consequently, only 53 days of limitation had elapsed prior to 15.05.2020, and the balance period of 2 years and 312 days recommenced from 01.03.2022, thereby extending the limitation up to 08.01.2025.
- XIV. That further, the applicant pursued remedy before the Adjudicating Officer from 01.09.2021 to 25.09.2023, in which prayer for delayed



possession charges was dismissed for want of jurisdiction in view of the judgment of the Hon'ble Supreme Court in M/s Newtech Promoters and Developers Pvt. Ltd. v. State of U.P. & Ors., Civil Appeal Nos. 6745-6749 of 2021. In terms of Section 14 of the Limitation Act, 1963, the time (754 days in this case from 01.09.2021 to 25.09.2023) spent in bona fide proceedings before a forum lacking jurisdiction is liable to be excluded. Accordingly, the limitation period stands further protected. Thus, 754 days are to be added to the 08.01.2025 i.e., limitation is now available up to 01.02.2027. In view of the above, the present complaint is well within limitation and maintainable.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
- Direct the respondent to pay delay possession charges from 22.01.2020 (due date as per the policy by which possession must have been given to the complainant) on 07.12.2020 at the prescribed rate.
 - Direct the respondent to pay the litigation cost of Rs.30,000/- to the complainant.
10. On the date of hearing, the Authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to Section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

11. The respondent has contested the complaint on the following grounds:
- That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement and the Affordable Group Housing Policy, as shall be evident from the submissions made in the following paras of the present reply. The



respondent craves leave of this Hon'ble Authority to refer and rely upon the terms and conditions set out in the buyer's agreement in detail at the time of hearing of the present complaint, so as to bring out mutual obligations and responsibilities of the respondent as well as the complainant.

- II. That the complainant is estopped by her own acts, conduct, acquiescence, laches, omissions etc. from filing the present complaint. It is submitted that the complainant has been enjoying the said unit without any demur/protest. The possession was offered to the complainant on 22.10.2020 upon payment of sale consideration. The lack of bonafide of the complainant is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, she chose to remain silent for such a long period and has approached this authority to extort money. Thus, it is abundantly clear that the execution of conveyance deed was without any undue influence and coercion. The present complaint is an afterthought with malafide intent to enrich themselves. Mere allegation of coercion does not suffice. There is nothing on record to suggest that there was any coercion or undue influence at the time of handing over of the possession, as has been alleged. The present complaint is not maintainable in view of the fact that the conveyance deed has already been executed and the respondent is absolved of all or any liability towards delayed possession charges, even in terms of Section 11(4) of the Act, 2016.
- III. That the complainant, upon the handover of possession and execution of the conveyance deed, has accorded his/ her satisfaction to the services provided by the developer and voluntarily discharged the developer of all its liabilities under the buyer's agreement. The possession certificate dated 01.02.2021 along with the acceptance of

possession letter, executed by the complainant clearly records her satisfaction to the unit, project and affirms her no-claim against the company. Thus, the respondent is discharged of all liabilities, including the claim of delay possession charges, compensation or refund of any charges, which are being claimed by way of present complaint.

- 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 Hon'ble 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 complainant had approached the respondent and applied for allotment of an apartment, under the Affordable Housing Policy, 2013 in the project "Pyramid Urban Homes-II", located at Sector-86, Gurugram. Thereafter, the draw of lots was conducted by the respondent, in terms of the Affordable Housing Policy, on 28.08.2015, wherein the complainant was a successful allottee.
- VI. That pursuant thereto, the respondent issued the allotment letter dated 09.09.2015, in favour of the complainant, thereby allotting unit no. 201 (2 BHK-Type C) admeasuring carpet area of 515.57 sq. ft. located on 2nd Floor in Tower-5 of the project.
- VII. That the parties executed the buyer's agreement on 16.09.2017. It needs to be noted that the BBA was a standard BBA as per the Affordable Housing Policy, 2013 and there cannot be different clauses for each buyer.



- VIII. That in terms of clause 3 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. The Environment Clearance was received on 22.01.2016, hence, the tentative due date of possession was 22.01.2020.
- IX. That the buyer's agreement in the present transaction was executed prior to the coming into force of the Act, 2016 and the Rules thereunder. Thus, the complainant is estopped from claiming any equity on the grounds of the applicability or enforceability of the Act, 2016 on the terms and condition of the buyer's agreement.
- X. That the construction and development of the project, when it was nearing completion 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.
- XI. That the respondent had completed the development of the project and applied for the grant of occupation certificate on 19.09.2019. However, there was delay on the part of the concerned department, which may have been due to several factors, including COVID-19, which has resulted in the issuance of occupation certificate as late as on 25.09.2020. Thus, the respondent cannot be penalized for this delay, when it had completed the development earlier within the due timelines and submitted its application for grant of occupation certificate on 19.09.2019.

- XII. That the respondent promoter cannot be penalized for complying with such court orders, government notifications and orders banning construction activities during such period, more so, when the due date for possession had not lapsed and ought to be granted extension for such period of delay.
- XIII. That despite the above genuine challenges, faced during the construction of the project in question, the construction of the project/allotted unit in question already stood completed and the respondent had already offered possession of the unit in question to the complainant after receipt of the occupation certificate dated 25.09.2020, vide offer of possession dated 22.10.2020. Pursuant thereto, the complainant made the requisite payments, but with delay and completed the handover formalities and the physical possession was handed over to the complainant vide possession certificate dated 01.02.2021. The conveyance deed of the unit also stands executed in favour of the complainant on 28.05.2025. It is also worthwhile that at the time of taking the possession, the complainant also executed an Affidavit and Undertaking, thereby according his/ her complete satisfaction to the unit and discharging the respondent from all claims, demands, damages or any other liability.
- XIV. That taking into consideration, the totality of circumstances, the purported due date of possession as per clause 3 of the agreement was 22.01.2020, while the occupation certificate has been received on 25.09.2020, due to the above explained force majeure circumstances. Hence, it can be seen there is not any substantial delay and the delay so caused is liable to be exempted for the reasons explained herein above.
- XV. That the complainant has preferred the instant complaint in complete contravention of their earlier representations and documents executed by them. The complainant has filed the instant false and frivolous

complaint in order to mount undue pressure upon respondent in order to make it succumb to her unjust and illegitimate demands.

- XVI. That the construction of the tower in which the unit in question is situated is complete and the respondent has already offered possession of the unit in question to the complainant. Therefore, there is no default or lapse on the part of the respondent and there is no equity in favour of the complainant. It is evident from the entire sequence of events, that no illegality can be attributed to the respondent. The allegations levelled by the complainant are totally baseless. Thus, it is most respectfully submitted that the present complaint deserves to be dismissed at the very threshold.
- XVII. That without prejudice to the aforesaid preliminary objections and the contention of the respondent that unless the question of maintainability is first decided, the respondent ought not to be called upon to file the reply on merits to the complaint, this reply is being filed by way of abundant caution, with liberty to file such further reply as may be necessary, in case the complaint is held to be maintainable.
12. 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:

13. 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

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

14. 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.

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

F. Finding on objections raised by the respondent:

F.I Objection regarding force majeure circumstances.

16. The respondent-promoter raised the contention that the construction of the project was delayed due to force majeure conditions such as demonetization, orders of various courts, non-payment of instalment by different allottees of the project and COVID-19 outbreak etc. But all the pleas advanced in this regard are devoid of merit. Therefore, it is nothing but obvious that the project of the respondent was already delayed, and no extension can be given to the respondent in this regard. The events taking place such as restriction on construction due to weather conditions were for a shorter period of time and are yearly one and do not impact on the project being developed by the



respondent and the promoter is required to take the same into consideration while launching the project. Though some allottees may not be regular in paying the amount due but the interest of all the stakeholders concerned with the said project cannot be put on hold due to fault of on hold due to fault of some of the allottees. Thus, the promoter/respondent cannot be given any leniency based on aforesaid reasons and the plea advanced in this regard is untenable.

G. Findings on the relief sought by the complainant:

G.I Direct the respondent to pay delay possession charges from 22.01.2020 (due date as per the policy by which possession must have been given to the complainant) on 07.12.2020 at the prescribed rate.

17. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

"Section 18: - Return of amount and compensation

18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —

.....
Provided 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 the possession, at such rate as may be prescribed."

(Emphasis supplied)

18. Clause 3.1 of the agreement for sale dated 16.09.2017 provides for handing over of possession and is reproduced below:

3. POSSESSION

3.1 Subject to force majeure circumstances, intervention of Statutory authorities, receipt of occupation certificate and allottee having timely complied with all its obligations, formalities or documentation, as prescribed by developer and not being in default under part hereof and apartment buyer's agreement, including but not limited to the timely payment of installments of the other charges as per the payment plan, stamp duty and registration charges, the developer proposes to offer possession of the said apartment to the allottee within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (herein after referred to as the "commencement date"), whichever is later.

19. **Due date of handing over possession:** As per the possession clause, the respondent/promoter has proposed to hand over the possession of the



subject unit within a period of 4 years from the date of approval of building plans or grant of environment clearance, whichever is later, on or before 31.01.2023. In the present complaint, the building plans were approved on 25.05.2015 and the date of environment clearance is 22.01.2016. Thus, the due date is to be calculated 4 years from the date of environment clearance i.e., 22.01.2016. Therefore, the due date of possession comes out to be 22.01.2020.

20. 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.

21. 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. 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., 20.08.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.

22. The definition of term 'interest' as defined under Section 2(z) of the Act provides that the rate of interest chargeable from the allottees by the

promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, 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—

- (i) 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;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

23. 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 delay possession charges.
24. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 3.1 of the apartment buyer's agreement executed between the parties on 16.09.2017, the possession of the subject unit was to be delivered by 22.01.2020. It is important to note that till date, the respondent/promoter has obtained occupation certificate from the competent Authority on 25.09.2020. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to hand over the possession within the stipulated period.
25. The following table concludes the time period for which the complainant-allottee is entitled to delayed possession charges in terms of proviso to section 18(1) of the Act:



S.no.	Complaint no.	Due date of possession	Offer of possession	Possession Certificate	Period for which the complainant is entitled to DPC
1.	CR/136/2026	22.01.2020	22.10.2020	Not on record	w.e.f. 22.01.2020 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier
2.	CR/137/2026	22.01.2020	22.10.2020	17.12.2020	w.e.f. 22.01.2020 to 17.12.2020, being earlier
3.	CR/157/2026	22.01.2020	22.10.2020	12.11.2020	w.e.f. 22.01.2020 to 12.11.2020, being earlier
4.	CR/203/2026	22.01.2020	22.10.2020	01.12.2020	w.e.f. 22.01.2020 to 01.12.2020, being earlier
5.	CR/135/2026	22.01.2020	22.10.2020	Not on record	w.e.f. 22.10.2020 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier
6.	CR/157/2026	22.01.2020	22.10.2020	Not on record	w.e.f. 22.10.2020 till offer of possession plus 2 months after obtaining OC or handing over of possession, whichever is earlier



26. 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 at prescribed rate i.e., 10.80% p.a. on the amount paid, for every month of delay from the due date of possession i.e., 22.01.2020 till the expiry of 2 months from the date of offer of possession plus two months after obtaining OC or handing over of possession whichever is earlier as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

G.II Direct the respondent to pay the litigation cost of Rs.30,000/- to the complainant.

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

H. Directions of the authority:

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

- i. The respondent is directed to pay interest to the complainant 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., 22.01.2020 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. The due date of possession and the date of entitlement of delay possession charges are detailed in table given in para no. 25 of this order. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.

- ii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.

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

30. Complaints stand disposed of.

31. Files be consigned to registry.



(Phool Singh Saini)

Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.08.2026