BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**6105 of 2025**
Date of complaint	:	**06.05.2025**
Date of decision	:	**08.09.2026**

Mrs. Shilpi Tripathi
R/o- Flat no. DX-70, Kendriya Vihar, Sector 56, Gurugram-122011, Haryana — **Complainant**

Versus

1. M/s Pyramid Infratech Private Limited.
Regd. Office At: H-38, M2K White House, Sector-57, Gurugram.
Also at: Unit no. 501, 504-508, 5th Floor, Unitech Trade Centre, Sector 43, Gurugram-122002, Haryana — **Respondent**

CORAM:
Shri Arun Kumar — **Chairman**
APPEARANCE:
Ms. Yamini (Advocate) — **Complainant**
Shri Dhruv Rohatgi (Advocate) — **Respondent**

ORDER

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

A. Unit and project related details

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

S. No.	Particulars	Details
1.	Name of project	Pyramid Fusion Homes
2.	Nature of project	Affordable Group Housing
3.	Location	Village-Palra, Sector-70A, Gurugram, Haryana.
4.	Project Area	5.11875 acres
5.	RERA Registered	Registered Vide registration no. 10 of 2019 Dated-21.02.2019
6.	DTCP License	License no. 84 of 2018 Dated-10.12.2018
7.	Allotment letter	04.06.2019 (As on page no. 21 of complaint)
8.	Apartment Buyer's Agreement	07.08.2019 (As on page no. 25 of complaint)
9.	Unit no.	1005, Floor-10th, Tower No.-5 (As on page no. 28 of complaint)
10.	Unit area	598.53 sq.ft. [Carpet Area] 100 sq.ft. [Balcony Area] (As on page no. 28 of complaint)
11.	Building plans approvals	23.01.2019
12.	Environmental Clearance	30.08.2019
13.	Possession clause	**Clause 1(iv) of Affordable Housing Policy, 2013**

		The possession of the unit has to handed over within a period of 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later.
14.	Due date of possession	01.03.2024 Calculated 4 years from the date of EC which comes out to 30.08.2023 + 6 months on account of Covid-19]
15.	Sale consideration	Rs.24,44,120/- (As on page no. 28 of complaint)
16.	Amount paid	Rs.26,22,448/- (As per S.O.A dated 19.09.2024 on page no. 62-63 of complaint)
17.	Tri-partite Agreement [Executed between complainant, respondent and Canara Bank]	04.09.2020 (As on page no. 53 of complaint) [An amount of Rs.15,00,000/- was sanctioned]
18.	Occupation certificate	14.08.2024 [As per the TCP, Haryana website]
19.	Offer of possession	21.08.2024 (As on page no. 64 of complaint)
20.	Possession Letter	03.09.2024 (As on page no. 76 of complaint)
21.	Conveyance Deed	25.11.2024 [Note: The respondent in its reply has submitted the same at page no. 18)

B. Facts of the complaint

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

i. That the complainant, Mrs. Shilpi Tripathi is a respectable and law abiding citizen currently residing at Flat no. DX-70, Kendriya Vihar, Sector 56, Gurugram-122011, Haryana. That the complainant is an allottee within the meaning of Section 2(d) of The Real Estate (Regulation and Development) Act, 2016. The respondent company, 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.

ii. That somewhere around 2018-19, the respondent 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" (*hereinafter called as 'the project' in question*) located in Village Palra, Sector-70A, Gurugram, Haryana. The said respondent 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.

iii. That relying on the abovesaid representations of the respondent company and on the lookout for a cost-effective abode for herself and her family, the complainant 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 vide cheque bearing no. 192736 dated 23.03.2019, drawn on SBI Bank.

iv. That thereafter, a draw of lots was conducted by the respondent and a successful allotment was drawn in favour of the complainant. Accordingly, vide allotment letter dated 04.06.2019, the respondent

allotted the residential unit bearing no. 1005(2BHK-Type D), located on 10th 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. 26,03,267/-

v. That thereafter, an apartment buyer's agreement was executed between the complainant and the respondent on 07.08.2019 for the unit in question wherein under clause 8, the respondent 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.

vi. That in order to effectively make payments, the complainant took loan and accordingly the complainant kept making payment in accordance with the demands raised by the respondent in the hope of getting possession of their dream home. It is to be noted that the construction was much behind the promised schedule and the same was pointed out to the respondent time and again but the respondent simply turned deaf ears towards the persistent queries and requests of the complainant. Later, in the event of COVID-19 pandemic, the complainant requested the respondent to delay the payment demand raised during the zero-period keeping in mind the heavy impact of the pandemic, but to no avail as the respondent paid no heed to the genuine requests of the complainant failing which the complainant along with other buyers was constrained to file a complaint to PMO, CM Haryana and to HRERA Gurugram.

vii. That subsequently, right from 2021-23, the complainant visited the project site only to be taken aback by the construction status. To the utter shock of the complainant, the project was still nowhere nearing completion despite lapse of more than 3-4 years from the date of booking and the project launch and despite taking considerable payment. This left the complainant devastated and feeling aggrieved, the complainant

approached the respondent thereby highlighting their misconduct and seeking a concrete response over the construction status, but the respondent assured that the construction would resume soon and would be delivered as per schedule. The respondent orally 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, the complainant had no option but to believe the representations made by the former. That while the respondent 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 or on account of pandemic. 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.

viii. That thereafter, when no intimation of possession was received by the complainant on or before the due date, she visited the project site but was 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 complainant took a serious note and approached the representatives of the Respondent and explained that the respondent 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. To this, the respondent 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.

ix. That the respondent kept raising payment demands and the complainant kept making payment in accordance with said demands only in the hope of getting possession of their unit and fearing cancellation of her unit as threatened by the respondent time and again. Till date, the complainant has made a payment of Rs.26,22,448/- as against the total sale consideration of Rs.26,03,267/-, in accordance with the demands raised by the respondent, i.e., 100% payment.

x. That thereafter, the respondent sent an 'offer of possession' letter dated 21.08.2024 wherein the complainant was informed that the occupation certificate had been received. However, to the utter shock of the complainant, along with the said letter, the respondent had sought a payment demand of Rs. 2,02,131/- apart from the stamp duty charges of Rs. 1,22,400/-, 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 complainant 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;

The above charges were over and above the stamp duty, registration fees and admin charges. 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 would be entitled to levy interest/holding charges/non-occupancy/operation and servicing charges from the Complainant.

xi. 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 complainant 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 complainant visited the office of the respondent 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 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.

xii. That with respect to the Labour cess, the same cannot be charged by the respondent as it is solely the respondent'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'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 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 Complainant 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. Accordingly, it was clearly asserted by the complainant that without sufficient explanation, said charges are completely unjustified but the respondent failed in satisfying the complainant 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 complainant had to pay said amount under protest and complete handing over formalities.

xiii. That the complainant had asked the respondent to pay the delayed possession charges for which the complainant was 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.

xiv. That having no alternative other than taking possession despite cost escalation as well as refusal on part of respondent to pay the delayed possession charges, the complainant took possession and the same is evident vide letter titles as 'possession certificate' dated 03.09.2024. At

the time of possession, the complainant was forced to sign a one-sided standard 'operation and servicing agreement'. This was followed by long pursuance for registration of conveyance deed which was finally done on 25.11.2024.

xv. That all through this while, the complainant kept reiterating that the delay in handover of possession as well price escalation had caused extreme mental agony as well as financial hardship to him. Accordingly, by way of the present complaint, the complainant seeks delayed possession charges owing to the delay in handing over possession in accordance with the builder buyer agreement along with other reliefs.

xvi. That it is pertinent to mention here that the complainant showed utmost faith in the respondent company despite lapse on latter's part in adhering to their obligations as per said agreement. However, the respondent miserably failed in not only completing the project as per schedule but also sought unjustifiable charges and forced the Complainant to pay them in order to take possession.

xvii. That the complainant has been severely exploited at the hands of the builder/respondent. The aforesaid series of events clearly portray the amount of harassment and mental agony the complainant has gone through till date, thereby duping the complainant of her hard-earned money and causing them great mental trauma.

xviii. That the present complaint has been filed in order to seek delayed possession charges on the principal amount paid by the complainant 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.

xix. The complainant also reserves her right to file separate complaint for compensation as and when required before the appropriate forum/ authority.

C. Relief sought by the complainant:

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

I. Direct the respondent to pay delayed possession charges to the complainant on the principal amount paid, from the due date of possession till the date of actual handing over at the prescribed rate as per RERA, 2016 and HRERA Rules, 2017;

II. Direct the respondent to charge delayed payment, if any, at the prescribed rate and to refund the delayed payment interest charged on account of delay in disbursal by bank as well as grant exemption on account of delay in payment during COVID-19 pandemic period;

III. Direct the respondent to refund labour cess, meter cost and installation charges, electricity connection charges levied arbitrarily from the complainant;

IV. Direct the respondent to install CCTV cameras in the entire project and furnish actual bills for said installation and charge CCTV charges reasonably as per actual costing on pro-rata basis;

V. Direct the respondent to refund ifms charges and charge only after completion of 5 years from date of occupation certificate;

VI. Direct the respondent to levy operation and servicing charge 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';

VII. Direct the respondent to charge renovation cost as per actual and not on monthly basis;

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

D. Reply by the respondent dated 29.10.2025:

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

i. That the complainant has got no locus standi or cause of action to file the present complaint. The present complaint is based on an erroneous interpretation of the provisions of the Act as well as an incorrect understanding of the terms and conditions of the buyer's agreement and the Affordable Group Housing Policy, as shall be evident from the submissions made in the following paras of the present reply. The respondent craves leave of the 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. That the complainant has been enjoying the said unit without any demur/protest. That the possession was offered to the complainant on 21.08.2024 upon payment of sale consideration. The lack of bonafide of the complainant is apparent that after conclusion of the entire transaction on the execution of the conveyance deed and the completion of all obligations of the respondent, she chose to remain silent for such a long period and has approached this authority to extort money. Thus, it is abundantly clear that the execution of conveyance deed was without any undue influence and coercion. The 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 said allegation is nothing but an afterthought. It is a settled law that a party alleging Fraud/ undue influence or coercion has to prove the same. Now, at this stage, the complainant is estopped in law and in facts to raise any new allegations.

iii. That the complainant, upon the handover of possession and execution of the conveyance deed, the allottee has accorded 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 03.09.2024 along with the acceptance of possession letter, executed by the complainant clearly records her satisfaction to the unit, project and affirms her no-claim against the company. 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 complainant has even accorded his/her satisfaction and non-claim of compensation in the recitals of the conveyance deed dated 25.11.2024. Thus, the complainant cannot now be allowed to retract from their affirmations and claim any compensation, more so, when there has been no delay in handing over the possession and the unit has been handed over within the due date of possession, taking into consideration the force majeure circumstances.

v. That the present complaint seeking refund of certain charges towards labour cess, meter cost and installation charges, electricity connection charges, IFMS charges, delayed payment interest etc. is not maintainable, more so, when the conveyance deed of the unit already stands executed

and the complainant has accorded her satisfaction in the terms of the conveyance deed.

vi. Furthermore, it needs to be highlighted that the respondent had clearly mentioned in the buyer's agreement that the total price of the apartment includes only the price of land, construction of the common areas, internal development charges, infrastructure augmentation charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles and firefighting equipment, free maintenance for 5 years etc. It is also categorically mentioned that the same is subject to proportionate sharing of costs of electricity, water, manpower and consumables for providing common services and facilities in the project and services availed in the apartment.

vii. Thus, the complainant, in order to get additional facilities and amenities, electricity meter, cess, 33KV connection etc. as charged for by the respondent, was duty bound to pay these other charges on pro rata basis. The respondent has levied these charges on pro rata basis and the complainant has duly paid the same. The relief of refund is now barred by estoppel. That it was also an agreed term in Clause 2.4 that the complainant was bound to pay electricity connection charges and other similar infrastructure or utility based charges.

viii. That the complainant had approached the respondent and applied for allotment of an apartment, under the Affordable Housing Policy-2013 in the project "Pyramid Fusion Homes", located at Sector-70A, Gurugram. That thereafter, the draw of lots was conducted by the respondent, in terms of the Affordable Housing Policy, on 16.05.2019, wherein the complainant was a successful allottee.

ix. That pursuant thereto, the respondent issued the allotment letter dated 04.06.2019, in favour of the complainant, thereby allotting, unit No. 1005 (2BHK-Type D), admeasuring carpet area of 598.53 sq.ft. and 100sq.f.t balcony area, located on 10th Floor, in Tower 1 of the project.

x. That it is relevant to submit 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. 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.

xi. That in the allotment letter, the respondent had also clearly disclosed the action plan of schedule of development of the project and the payment plan, in terms of the Affordable Group Housing Policy of 2013. That the apartment buyer's agreement was executed in the present case on 27.05.2019.

xii. 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. Additionally, the Operation and Servicing Agreement dated 03.09.2024, more particularly Clauses 2(iii), (iv) and (v), duly executed and accepted by the Complainant, also provided for payment of additional charges for the additional services being provided by the Respondent in the project, which include the installation of CCTV cameras, phone software for prepaid electricity service and other such services. The Complainant, in the Affidavit-cum-Undertaking dated 02.09.2024 had also accepted and undertaken to pay such charges.

xiii. 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.

xiv. 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.

xv. 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.

xvi. That due to the Court orders, Government policy/guidelines, decisions a total of 199 days have been lost and the respondent is entitled for the extension of 199 days for delivery of possession of the flat to the complainant. The number of days affected are tabulated hereunder:

Sr. No.	Year	Authorities Order/Directions	Period affected because of direction/order	Total days
1.	2019	Commissioner,Municipal Corporation, Order dated 11th October 2019 Environment Pollution (Prevention & Control) Authority for NCR direction dated November 01.2019	11.10.2019 to 31.12.2019	82
2.	2019-2020	Hon'ble Supreme Court order dated 04.11.2019 in the W.P. Civil No.13029/1985 M.C Mehta VS Union of India & ors (Civil) No.13029/1985	04.11.2019 to 14.02.2020	102 days – overlap period of 58 days = 44 days
3.	2022	GRAP 3 Ban	29.10.2022 to 14.11.2022	16 days
4.	2022	GRAP 3 Ban	04.12.2022 to 07.12.2022	3 days
5.	2023	GRAP 3 Ban	30.12.2022 to 04.01.2023	5 days
6.	2023	GRAP 3 Ban	06.01.2023 to 15.01.2023	9 days
7.	2023	GRAP 3 Ban	02.11.2023 to 28.11.2023	26 days
8.	2023-24	GRAP 3 Ban	22.12.2023 to 01.01.2024	10 days
9.	2024	GRAP 3 Ban	14.01.2024 to 18.01.2024	4 days

		TOTAL		**199 days**

xvii. In a publication in online news website namely mint dated 07.10.2022 wherein it has been published that a one-month ban on the construction activities would delay the project by 3-4 months on account of re-mobilization of the labour, machinery, resumption of supplies of various materials etc. Accordingly, the Authority may kindly consider grant of benefit of extension to the Respondent on account of time consumed in re-mobilization of the various construction activities and the respondent craves leave of the Authority to consider a period of additional 90 days for the purpose of re-mobilization, during the affected period.

xviii. That 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.

xix. That the respondent herein was faced with the above-mentioned challenges of COVID-19 outbreak, non-availability of labour during the said period, Government notifications, NGT orders etc., during the intervening period, i.e. "4 years from the date of approval of building plan or grant of environmental clearance, whichever is later. Thus, it is a clear case, where the due date of possession had not lapsed, when the project was hit by such force majeure circumstances. It is not a case, where the respondent is seeking for any exemption or waiver for the period, after the due date, considering the benefit of the above-mentioned extended periods.

xx. That the various Authorities across the country, including our neighbouring Panchkula Authority, has granted extensions on such genuine hindrances and there ought to be uniformity in such extensions

granted. Moreover, grant of such genuine exemptions aid and help in achieving the purpose and objective of the RERA Act, which includes "Promoting the real estate sector".

xxi. That the respondent promoter, is faced with a peculiar situation, where it is sandwiched between a Double-Edged Sword. On one hand, due to unforeseen, force majeure circumstances, the builder is obstructed from continuing construction due to COVID-19 and its effects, non-availability of labour during COVID period, NGT orders and Government notifications and orders banning construction activities, whereby any non-compliance is marred with heavy penalties, while on the other hand, any delay, in which exemption for such genuine hinderances are not considered, then promoter is burdened with heavy delay possession charges.

xxii. 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. That despite facing these tough challenges, the Respondent has completed the project and not abandoned.

xxiii. That the apartment buyer's agreement herein is based on the "model buyer's agreement" as provided under the RERA Act, and rules thereunder. A reference herein is drawn to Clause 7.1 of statutory form of Agreement for sale as annexed to Rule 8(1) of the Haryana Real Estate (Regulation and Development) Rules, 2017.

xxiv. That a comparative of both, the model buyer's agreement as well as the duly executed agreement between the Complainant and the Respondent would reflect that the recognition and acceptance is given to Force Majeure situations for grant of extension. Thus, there is no arbitrariness or high handedness on the part of the Respondent and the respondent

herein is asking and praying for just and equitable extension for the period of such delay, caused due to COVID-19, remobilization of labour, government bans and notifications as well as NGT Orders banning construction activities.

xxv. That 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.

xxvi. That 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

xxvii. 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.

xxviii. 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.

xxix. That despite the above genuine challenges, faced during the construction of the project in question, the construction of the project/allotted unit in question already stood completed and the respondent had already offered possession of the unit in question to the complainant vide offer of possession dated 21.08.2024. Pursuant thereto, the complainant has made the requisite payments and completed the handover formalities and

the physical possession was handed over to the complainant vide possession certificate dated 03.09.2024. The conveyance deed of the unit also stands executed in favour of the complainant on 25.11.2024. That at the time of taking the possession, the complainant also executed an affidavit and undertaking, thereby according their complete satisfaction to the unit and discharging the respondent from all claims, demands, damages or any other liability.

xxx. That after execution of the possession certificate dated 03.09.2024, obtaining of possession of the unit in question and execution of the conveyance deed, the complainant is left with no right, entitlement or claim against the respondent. The transaction between the complainant and the respondent stands concluded and no right or liability can be asserted by the complainant from the respondent. The instant complaint is a gross misuse of process of law. The contentions advanced by the complainant in the false and frivolous complaint are barred by estoppel.

xxxi. 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.

xxxii. That the construction of the tower in which the unit in question is situated is complete and the respondent has already offered possession of the unit in question to the complainant. Therefore, there is no default or lapse on the part of the respondent and there in no equity in 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.

xxxiii. That all the facts and submissions set out in the complaint are incorrect, and are denied as if the same are specifically set out herein and traversed, except those which are specifically admitted herein. Further, the contents of the preliminary objections, set out hereinabove, should be deemed to be incorporated in reply to all paras of the complaint as well as in reply to the list of dates

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

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

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

E.II Subject-matter jurisdiction

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

Section 11.....

(4) The promoter shall-

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

Section 34-Functions of the Authority:

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

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainant.

F.I. Direct the respondent to pay delayed possession charges to the Complainant on the principal amount paid, from the due date of possession till the date of actual handing over at the prescribed rate as per RERA, 2016 and HRERA Rules, 2017;

13. In the present complaint, the complainant booked a unit in the Affordable Group Housing project "Pyramid Fusion Homes", Village-Palra, Sector-70A, Gurugram, Haryana, being developed by the respondent herein and was allotted a unit bearing no1005, Floor-10th, Tower No.-5, admeasuring area of 598.53 sq. mtr. carpet area and 100 sq.ft. [Balcony Area], vide apartment buyers agreement executed between the complainants and the respondent dated 07.08.2019 for the sale consideration of Rs.24,44,120/-.

14. In the present complaint, the complainants intend 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)

15. As per Clause 1(iv) of the Affordable Housing Policy, 2013, which talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -:

Clause 1(iv) of Affordable Housing Policy, 2013
The possession of the unit has to handed over within a period of 4 years from the date of approval of building plans or grant of environmental clearance, whichever is later.

16. **Due date of handing over possession:** The Authority observes that as per Clause 1(iv) of the Affordable Housing Policy, 2013, the respondent/ promoter has proposed to deliver the possession of the said unit by 01.03.2024 [which is calculated 4 years from the date of Environment clearance which comes out to 30.08.2023 + 6 months on account of Covid-19]. Hence, the due date of handing over possession comes out to be 01.03.2024.

17. **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.

18. 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.

19. 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., 08.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80 %.

20. The definition of term 'interest' as defined under Section 2(za) 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;"

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

22. 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 1(iv) of the Affordable Housing Policy, 2013, the respondent/ promoter has proposed to deliver the possession of the said unit by 01.03.2024 [which is calculated 4 years from the date of Environment clearance which comes out to 30.08.2023 + 6 months on account of Covid-19]. The respondent assures to offer the possession of the unit on 01.03.2024. Therefore, the due date of handing over of possession comes to be 01.03.2024.

23. In the present case, the complainant was offered possession by the respondent on 21.08.2024 i.e., after obtained occupation certificate on 14.08.2024 from the competent authority. Further, the registered conveyance deed was also executed in favour of the complainant on 25.11.2024 and physical possession letter was issued to the of the complainant on 03.09.2024. The respondent has failed to handover possession of the subject unit within prescribed time. Accordingly, the Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the apartment buyer's agreement executed dated 07.08.2019 executed between the parties.

24. 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 offered possession of the unit in question to the complainant only on 21.08.2024. So, it can be said that the complainant came to know about

the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This two month of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has 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. It is further clarified that that the delay possession charges shall be payable from the due date of possession i.e., 01.03.2024 till the date of offer of possession i.e., 21.08.2024 plus two months i.e., 21.10.2024.

25. 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., 01.03.2024 till valid offer of possession i.e., 21.08.2024 plus two months i.e., 21.10.2024, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

F.II. Direct the respondent to charge delayed payment, if any, at the prescribed rate and to refund the delayed payment interest charged on account of delay in disbursal by bank as well as grant exemption on account of delay in payment during COVID-19 pandemic period;

F.III. Direct the respondent to refund labour cess, meter cost and installation charges, electricity connection charges levied arbitrarily from the complainant;

F.IV. Direct the respondent to install CCTV cameras in the entire project and furnish actual bills for said installation and charge CCTV charges reasonably as per actual costing on pro-rata basis;

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

F.VI. Direct the respondent to levy operation and servicing charge 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';

F.VII. Direct the respondent to charge renovation cost as per actual and not on monthly basis.

26. The above-mentioned reliefs F.II to F.VII sought by the complainant are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

27. On consideration of documents available on record and submissions made by the parties, the Authority observes that the respondent offered possession of the unit to the complainant on 21.08.2024, after obtaining the occupation certificate from the competent authority on 14.08.2024. The conveyance deed was also executed in favour of the complainant on 25.11.2024. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes, registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly discharged except the facts recorded in the conveyance deed.

28. It is pertinent to mention here that complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has 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 preferential location charges or any other charges. Also, it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means.

29. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016.

H. Directions of the authority

30. 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/promoter is directed to pay interest to the complainant against the paid-up amount at the prescribed rate, i.e., 10.80% p.a. for every month of delay from the due date of possession, i.e., 01.03.2024, till valid offer of possession i.e., 21.08.2024 plus two months i.e., 21.10.2024, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by

the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

III. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid

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

32. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.09.2026