

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

Complaint no. : 5869 of 2024
Order pronounced on : 08.08.2025

Anil Kumari
R/o: Khasra no-1056/2 min-05, village kapashera,
Delhi-37

Complainant

Versus

M/s Godrej Real View Developers Private Limited
Regd. office: 3rd floor, um house tower a, plot no 35-p,
gate no 1, sector 44, Gurugram-122002

Respondent

CORAM:
Shri Arun Kumar

Chairman

APPEARANCE:
Shri Yogesh Dagar (Advocate)
Shri Rohan Malik (Advocate)

**Complainant
Respondent**

ORDER

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

A. Unit and Project-related details:

2. The particulars of the project, the details of sale consideration, the amount

paid by the complainants, the date of proposed handing over of the possession, and the delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Godrej Meridien phase II", Sector 106, Gurugram
2.	Nature	Group housing project
3.	Project area	14.79 acres
4.	DTCP License	18 of 2008 dated 02.02.2008 valid upto 01.02.2030
5.	RERA registered/ not registered	Registered 06 of 2018 dated 18.05.2018 valid upto 31.12.2027
6.	Unit no.	T1-2403, 23 rd floor, tower 1 (As per page 24 of complaint)
7.	Unit area admeasuring (carpet area)	104.10 sq. ft. (As per page 24 of complaint)
8.	Allotment letter	30.08.2022 (page 49 of reply)
9.	Date of builder buyer agreement	28.10.2022 (As per page 19 of complaint)
10.	Possession Clause	7.1 <i>The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay</i>

		<i>due to Force Majeure Event. Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.</i>
11.	Due date of possession	30.09.2023 + 6 months grace period (as per possession clause on page 32 of complaint) i.e. 30.03.2024
12.	Total sale consideration	Rs. 1,95,00,034/- (as per SOA filed by complainant on 08.08.2025)
13.	Amount paid	Rs. 1,94,68,696/- (as per SOA filed by complainant on 08.08.2025)
14.	Occupation certificate	31.03.2023 (page 447 of reply)
15.	Offer of possession	NOT OFFERED

B. Facts of the complaint:

- i. That the respondent on behalf of their company have launched a residential apartment project namely Godrej Meridien by Godrej Real View Developer's Pvt Ltd. located at Sector-106, village Babupur, Gurugram, Haryana and complainant has booked residential apartment in above said project bearing no.T1-2403, on 23rd Floor, having carpet area of 104.10 square meter, exclusively area of 22.25 square meter, total area 126.35 square meter in Tower-I along with all amenities, privilege, right and benefit and right to use the common area and facilities, open/covered car parking space on behalf of

the company R.N. Creation and complainant on dated 23/08/2022 was booked.

ii. That against her booking, the complainant had transferred sum of Rs.5 lakh through NEFT bearing no. 222814156583 and when after on the same day one cheque bearing no.803592 dated 16/08/2022 amounting to Rs.4,75,000/- was deposited with the respondent, then after this payment on dated 24/08/2022 on the same day application money forms a part of booking amount. then after on dated 21/09/2022, complainant has issued a cheque bearing no. 012569 dated 21/09/2022 for amounting to Rs.9,75,004/- which was honored on respondent's account then after complainant and respondent's company has entered in agreement to sell vide agreement dated 28/10/2022 and then after complainant has issued the cheque bearing no.012607 on dated 02/12/2022 amounting to Rs. 19,58,888/-. Then after that complainant has issued cheque on dated 23/03/2023 bearing cheque no. 261680 amounting to Rs.38,57,219/- and again on dated 30/03/2023 complainant issued cheque no. 261684 amounting to Rs.38,66,103/-. Till 17/07/2023 complainant has paid amount of Rs.1,16,32,214/- and then after on dated 31/08/2023 one cheque for sum of Rs.57,99,105/- was issued complainant in your favour. As per details all the cheques which were issued by complainant were duly honored and transferred to respondent's company account a total amount of Rs.1,74,31,319/-. Complainant has paid the amount demanded by respondent on time and still she is ready to make the payment of balance amount, but respondent is not performing on their part.

iii. That as per agreement dated 28/10/2022 the total rate of the unit purchased/agreed (vide agreement to sell between the parties the rate of the unit is outcome in rupees one crore ninety five lakh thirty four rupees ninety five paise in which most of the payment of Rs.1,74,31,319/- has already been paid by complainant to the complainant in lieu of purchase of the above said

- unit with all the facilities and amenities as per agreement to sell.
- iv. That as per respondent's agreement respondent is under obligation to handover the peaceful and physical possession on or before 30/09/2023 to complainant, but respondent failed to handover the physical possession of the unit to complainant.
- v. That the complainant on various times personally approached to the respondent to handover the peaceful possession of the unit and also visited at the place on which respondent's project is going-on, but surprisingly complainant found that there is no such development as respondent has claimed at the time of entering into agreement to sell dated 28/10/2022 it seems that there is no possibility that respondent will hand-over the possession of the above said unit.
- vi. That acts of the respondent have been resorting to unwarranted, unlawful and undeserving acts to have unlawful gain to themselves and wrongful losses to complainant, which no law permits.

C. Relief sought by the complainant:

3. The complainant has sought the following relief(s):

- i. Direct the respondent to handover the peaceful and vacant possession of the apartment.
 - ii. Direct the respondent to pay delayed possession charges from the due date of possession till the date of actual handing over of possession.
4. 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) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

- i. That the respondent i.e., Godrej Real View Developers Private Ltd. which is a company incorporated under the provisions of the Companies Act, 2013 and

- having its regional office at 3rd Floor, UM House Tower A, Plot No. 35, Sector 44, Gurugram, Haryana-122002.
- ii. The respondent has been involved in the business of real estate development and hold a prominent status in the real estate market. It is known for its construction quality and infrastructure, and also for delivering quality standards of living to its customers.
 - iii. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said project was registered with the Hon'ble Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 and Haryana RERA Rules, 2017.
 - iv. At the very outset, it is stated that the present complaint is wholly misconceived, erroneous, unjustified and ridden with wilful concealment of facts to mislead and abuse the process of this Hon'ble Authority. The complainant in the present complaint has wrongly alleged delay in delivery of possession. The complainant has sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various "force majeure events" and "reasons beyond the control of the developer".
 - v. At the outset, the respondent submits that there has been no delay in the development of the said project, except for force majeure events or reasons beyond the control of the developer. In fact, the respondent acting in the best interest of the allottees including the complainant herein has put in extra resources and efforts to complete the development of the project before the extended period of completion. Accordingly, the respondent has successfully developed the project in all aspects and have secured the occupation

certificate for the project on 31.03.2023 i.e., well within the due date granted by the Hon'ble RERA Authority in the registration granted vide no. 2018/05. Consequently, upon securing the OC, the respondent has also offered possession to the complainants on 01.05.2025.

- vi. The complainant approached the respondent for booking of a unit in the project. After completely satisfying herself with the description of the project, the complainant vide application form dated 23.08.2022 applied for the allotment of a residential unit.
- vii. Subsequent to that, the respondent vides the allotment letter dated 30.08.2022 allotted a unit bearing no. T1 - 2403 in the project for a total sale consideration of Rs. 1,95,00,034.95/-.
- viii. Upon receipt of the booking amount, the respondent called upon the complainant to execute the agreement for sale. In pursuance of the same, the AFS was executed on 28.10.2022 between the parties.
- ix. In the meantime, while the project was being developed, in the year 2020, the entire world fell in the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that the pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nation-wide lockdown and other disruptions in material supply chain and labour issues. It is to be noted that even the Government of India had declared Covid-19 as a force majeure event.
- x. This Hon'ble Authority also reviewed the situation independently and released an order/circular dated 26.05.2020, wherein it has been clarified that all the registered projects under this Hon'ble Authority for which the date of completion or revised completion date or extended completion date as per registration expired on or after 25.03.2020, shall be extended automatically by 6 months, invoking force majeure clause. In view of the aforesaid, the

registration of the project automatically got extended by six months from 30.09.2023 till 31.03.2024.

xi. At this stage, it will not be out of place to mention that despite facing odds of force majeure events, the respondent kept the construction activity at full swing and received the OC on 31.03.2023.

xii. Ultimately, after completing the development of the project and after securing the necessary permissions including NOC(s) and OC for the project, the respondent offered possession of the unit to the complainants and issued an invoice dated 01.05.2025, for an amount of Rs. 20,37,237/- in addition to this, the complainants were required to pay stamp duty, registration charges, CAM & CAE charges which was due on 18.05.2025. Further, the respondent vide the said letter invited the complainants to inspect the unit and to take possession of the same within 60 days from the date of the issuance of the said letter.

xiii. Therefore, it is submitted that since the signing of the AFS, the complainant was aware of the terms and conditions mentioned therein. And despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS, the complainant has filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession.

xiv. It is to be noted that the terms and conditions agreed in the AFS do not provide for any relief to the complainant without attributing any breach on the part of the respondent.

xv. Thus, in view of the aforesaid factual scenario, the respondent cannot be held responsible for any delay in handing over the possession of the unit, in fact, the respondent is taking all the desired steps at its end to secure the interest of its allottees.

xvi. That the respondent being a customer-centric organization, has already acted in the best interest of its customer and developed the project in accordance with the ATL. Further, in view of the submissions made herein above, it is evident that the present complaint is ridden with false statements, non-disclosures and concealments, thus amounts to abuse of process of law. Thus, the present complaint is liable to be dismissed with cost.

E. Jurisdiction of the Authority:

5. 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

6. 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 the entire Gurugram District for all purposes 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

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

Section 11(4)(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 with the obligations cast upon the promoters, the allottees, and the real estate agents under this Act and the rules and regulations made thereunder.

8. Hence, given 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 relief sought by the complainant:

F.I Direct the respondent to handover the peaceful and vacant possession of the apartment.

F.II Direct the respondent to pay delayed possession charges from the due date of possession till the date of actual handing over of possession.

9. The above-mentioned reliefs 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.
10. The complainant applied for the allotment in the group housing project i.e., "Godrej Meridien Phase II" located in sector-106, Gurugram being developed by the respondent i.e., Godrej Real View Developers Private Limited. The respondent issued an allotment letter dated 30.08.2022 in favour of the complainant and thereby intimated about the allotment of unit no. T1-2403, 23rd floor, Tower-1 in the project of the respondent. Thereafter, the buyer's agreement was executed between the complainant and the respondent on 28.10.2022 at the sale consideration of Rs.1,95,00,034/-. The complainant has paid a sum of Rs.1,25,90,266/- towards the subject unit.
11. As per documents available on record, the respondent has not offered the possession of the allotted unit even after obtaining of occupation certificate from competent authority on 31.03.2023. The complainant took a plea that offer of possession was to be made in made in 2023, but the respondent has failed to handover the physical possession of the allotted unit within stipulated period of time.

12. 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

"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."

13. **Due date of handing over possession:** The promoter has proposed to handover the possession on 30.09.2023. Therefore, the due date of handing over possession comes out to be 30.09.2023. 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 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 30.09.2023 i.e. after 25.03.2020. As far as grace period of 6 months is concerned, the same is allowed. Therefore, the due date of possession comes out to be 30.03.2024.

14. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is continuing with the project and seeking delay possession charges. However, proviso to section 18 provides that where an allottees 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.

15. 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.

16. 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., 08.08.2025 is 8.90%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.90%.

17. 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—

- (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;"*

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.90% by the respondent/promoter which the same as is being granted her in case of delayed possession charges.

19. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, 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 7.1 of the buyer's agreement dated 28.10.2022, and the due date comes out as 30.03.2024. Occupation certificate was granted by the concerned authority on 31.03.2023. Copies of the same have been placed on record. 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 fulfil its obligations and responsibilities as per the buyer's agreement dated 28.10.2022 to hand over the physical possession within the stipulated period.

20. In view of the above, the complainant is entitled for delayed possession at the prescribed rate of interest @10.90% per annum from the due date of possession till valid offer of possession after obtaining occupation certificate.

G. Directions issued by the Authority:

21. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance with obligations cast upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act of 2016:

- I. The respondent is directed to pay delay possession charges at the prescribed rate of interest @ 10.90% per annum from the due date of possession i.e., 30.03.2024 till valid offer of possession or actual handing over the possession, whichever is earlier after obtaining occupation certificate plus two months, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- II. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges/interest for the period the possession is delayed.
 - III. The respondent is directed to handover the possession of the allotted unit and execute the conveyance deed thereafter.
 - IV. The respondent shall not charge anything from the complainant which is not the part of the agreement.
 - V. A period of 90 days is given to the respondent to comply with the directions given in this order failing which legal consequences would follow.
22. Complaint stands disposed of.
23. File be consigned to the Registry.

Dated: 08.08.2025



(Arun Kumar)

Chairman
Haryana Real Estate
Regulatory Authority,
Gurugram

HARERA
GURUGRAM