

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

Complaint no.: 4599 of 2024

Date of decision: 26.11.2025

1. Malik Ram

2. Sarita Verma

Both R/o:- 1/339, Vikram Khand,
Gomti Nagar, Lucknow.

Complainants

Versus

M/s. Godrej Real View Developers Pvt. Ltd.

Office: 3rd Floor, UM House, Tower-A, Plot no. 35-P,
Gate no. 1, Sector-44, Gurugram-122002.

Respondent

CORAM:

Ashok Sangwan

Member

APPEARANCE:

Yash Varmani (Advocate)

Rohan Malik (Advocate)

Complainants

Respondent

ORDER

1. The present complaint has been filed by the complainants/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 as provided under the provision 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	"Godrej Meridien-I"
2.	Location of project	Sector-106, Gurugram
3.	Nature of project	Group Housing
4.	DTCP License	License no. 18 of 2008
5.	HRERA registered	Registered Vide registration no. 05 of 2018 Dated-18.05.2018
6.	Allotment letter	Not on record
7.	Unit no.	T2-0202, Floor-2nd (As on page no. 38 of complaint)
8.	Unit Area	102.97 sq.mtr [Carpet Area] 24.12 sq.mtr [Exclusive Area] 127.09 sq.mtr [Total Area] (As on page no. 38 of complaint)
9.	Agreement For Sale	27.09.2019 (As on page no. 31 of complaint)
10.	Possession clause	CLAUSE 7

		POSSESSION OF THE UNIT: 7.1 Schedule for possession of the said Unit: <i>The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and the units falling under Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay 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> [Emphasis supplied] (As on page no 45 of complaint)
11.	Due date of possession	30.03.2023 [30.09.2022+6 months on account of Covid-19]
12.	Payment plan	Construction Linked (As on page no. 73 of complaint)
13.	Sale consideration	Rs.1,75,11,532.90/- (As on page no. 39 of complaint)
14.	Amount paid	Rs.1,73,86,558/-

		(As per Payment receipts annexed on page no. 81-88 of complaint) [Note: Vide proceedings dated 01.10.2025, the same was inadvertently mentioned as Rs.1,51,20,93/-]
15.	Occupation certificate	31.03.2023 (As on page no. 328 of reply)
16.	Offer of possession	13.05.2024 (As on page no. 330 of reply)
17.	Conveyance Deed	25.11.2024 (As on page no. 340 of reply)
18.	Possession Handover Letter	27.11.2024 (As on page no. 375 of reply)

B. Facts of the complaint

3. The complainants have pleaded the following facts:

- I. That the complainants were desirous of purchasing a residential apartment in the project. Thus, through an application dated 22.08.2019, the complainants applied for a residential apartment at the 2nd floor of Tower-2 in the project (i.e., unit T2-0202, hereinafter called as the "unit / apartment"). The unit thus falls under Phase 1 of the project.
- II. Based on the representations/assurances of the respondent, the complainants agreed to invest in the said project i.e., purchased the unit

admeasuring a total area of 127.09 sq. mtrs to be constructed/developed by the respondent in terms of the "Agreement for Sale" dated 27.07.2019.

- III. In pursuance thereof, it was agreed that the complainants would make a payment of Rs.1,75,11,532 (Rupees One Crore Seventy-Five Lakhs Eleven Thousand Five-Hundred and Thirty-Two only) as per the agreed payment milestones in the Agreement for Sale. At the stage of filing the present complaint, the complainants have already paid 100% payment to the respondent, in the following manner as stated below: -

Date	Mode of Payment	Amount Paid (INR)
17 August 2019	Card swipe	1,00,000 (Rupees One Lakh only)
22 August 2019	Through Bank transfer (Instrument No. IDIBH19231144780)	16,51,153 (Rupees Sixteen Lakh Fifty-One Thousand One Hundred and Fifty-Three only)
23 October 2019	Through Bank transfer (Instrument No. IDIBR520191023193 13401)	17,20,713 (Rupees Seventeen Lakhs Twenty Thousand Seven Hundred and Thirteen only)
29 November 2019	Through Bank transfer (Instrument No. IDIBR520191101193 69075)	50,00,000 (Rupees Fifty Lakhs only)
29 November 2019	Through Bank transfer (Instrument No. IDIBR520191101193 69049)	50,00,000 (Rupees Fifty Lakhs only)
10 October 2022	Through Bank transfer (Instrument No. IDIBR520220825298 09725)	446,037 (Rupees Four Lakhs Forty-Six Thousand and Thirty-Seven only)
14 February 2023	Through Bank transfer (Instrument No. IDIBR520230214321 95177)	17,51,154 (Rupees Seventeen Lakhs Fifty-One Thousand One Hundred and Fifty-Four only)

17 May 2024	Through Bank transfer (Instrument No. IDIBR520240515390 19754)	17,17,501 (Rupees Seventeen Lakhs Seventeen Thousand Five-Hundred and One only)
TOTAL PAYMENT		1,73,86,558 (Rupees One Crore Seventy-Three Lakhs Eighty-Six Thousand Five-Hundred and Fifty-Eight only)

- IV. At the time of execution of the Agreement for Sale, the complainants were promised an extremely rosy picture of the project and the complainants were assured about the timely allotment as well as handing over of the possession of the unit on or before 30.09.2022. The complainants were also assured that even though the respondent obtained the registration of the project under Section 5 of the Act, 2016 till 30.09.2023. However, the possession of the unit would be handed over by 30.09.2022. This commitment regarding the due date of possession being 30.09.2022 was recorded at Clause 7.1 of the Agreement for Sale.
- V. That on 29.11.2019, the complainants paid an amount of Rs.1,17,20,713/- to the respondent in advance of the payment milestones specified under the Agreement for Sale. However, prior to this payment, the complainants had missed a single due date to make one payment (i.e., payment of 10% of the Total Price of the Unit within 75 days of the booking) – the due date in this respect was 04.11.2019 and there was a delay of 25 days on part of the complainant for making the payment.
- VI. Pursuant to this delay, the respondent charged an interest of Rs.11,860.90 from the complainants for a delay of 25 days. That barring the aforesaid due date of 04.11.2019 wherein there was a delay of 25 days in making the payment by the complainants, all other amounts were paid to the respondent in advance to the respective due dates.

- VII. Subsequently, when there was an outbreak of the global pandemic Covid-19, this Authority issued the Notification No. 9/3-2020 HARERA/GGM (Admn) whereby the registration and completion date of real estate projects in *inter alia* Gurugram were extended by a period of six (6) months by invoking the '*force majeure*' clause. Therefore, the due date for handing over the possession of the unit would be 30.03.2023 (i.e., 30.09.2022 *plus* six months on account of Covid-19). However, the possession of the unit was not handed over to the complainants on or before 30.03.2023. Instead, the respondent had not even obtained the Occupation Certificate for Towers 1 and 2 of the projects by 30.03.2023.
- VIII. That on 31.03.2023, the respondent obtained the occupation certificate for Towers 1 and 2 of the project from the Director General of the Town & Country Planning Department of the government of Haryana. In this respect, Clause 7.2 of the Agreement for Sale provided that the respondent would offer the possession of the unit within 3 months from the date of obtaining the Occupation Certificate. In this respect, the respondent failed to offer the possession of the unit to the complainants within 3 months from 31.03.2023 (i.e., 30.06.2023).
- IX. The complainants from time to time, had verbal discussions with the representatives of the respondent wherein, it was represented to the complainant that all requisite licences, approvals and permissions have been duly acquired by the respondent. Further, the progress of the project and unit are such that the possession of the unit would be offered to the complainants within the due date as provided in the "Agreement for Sale". It was further represented to the complainants that the construction of the project was going in full swing, and that there was no

impediment causing any sort of delay in timely delivery of possession of the unit.

- X. That on 15.05.2024, the respondent issued a letter for "Offer of Possession" to the complainants in relation to the unit. Further, the respondent *inter alia* stated that if the complainants are not able to take the possession of the unit within 60 days from the date of the "Possession Intimation Letter", then they shall be liable to pay all costs and expenses along with the Holding Charges which may be incurred by the respondent for the maintenance of the unit.
- XI. That on 17.05.2024, the complainants made the payment of the balance amount towards 10% of the Total Price of the unit to the respondent. To reiterate and emphasize, the respondent had missed the following due dates provided for handing over the possession of the unit to the complainants i.e.:
- (a) The due date of 30.03.2023 as per the Agreement for Sale read with the Covid-19 Notification issued by this Hon'ble Authority (i.e., six months from 30.09.2022), and
 - (b) The due date of 3 months from the date of the occupation certificate (i.e., 30 June 2023 which was 3 months from 31.03.2023 when the occupation certificate was obtained by the respondent).
- XII. That on 04.06.2024, the complainants wrote an email to the respondent stating that they visited the unit on 01.06.2024 and realized that a lot of work was still pending in the unit.
- XIII. However, despite the aforesaid assurances and duly receiving complete payment for the unit, the respondent has till date failed to hand over/deliver possession of the unit. Further, the registration certificate granted by the Authority to "Phase 1" of the project clearly stated that "Phase 1 of the project" included the 'Convenient Shopping' and 'Community Building' (i.e., the clubhouse). However, both these buildings have not been handed over by the respondent till date.

XIV. In this regard, ignoring the repeated requests made by the complainant about the delayed possession charges, the respondent has still not provided any clarification on the payment of the delayed possession charges on account of such delay in hand over of the unit and the 'Convenient Shopping' and 'Community Building' as per Section 18 of the Act, 2016. Hence, the present complaint.

C. Relief sought by the complainants:

4. The complainants have sought following reliefs:

- i. Direct the respondent to hand over possession of the unit and other amenities as promised under the Agreement For Sale (including the "Convenient Shopping" and "Community Building") immediately and without any further delay.
 - ii. Direct the respondent to pay the delayed possession charges on the amount paid by the complainant towards the allotment of the unit.
5. On the date of hearing, the Authority explained to the respondents /promoter about the contravention 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

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

- I. 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.
- II. That 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 complainants herein have 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. Consequently, upon securing the Occupation Certificate, the respondent offered possession to the complainant on 13.05.2024 and thereafter executed Conveyance Deed on 25.11.2024 and handed over the physical possession of the unit to the complainants on 27.11.2024

- III. That the complainants approached the respondent for booking of a unit in the project and after completely satisfying themselves with the description of the project, the complainants vide Application Form dated 22.08.2019 applied for the allotment of a residential unit.
- IV. Subsequent to that, the respondent vide the Allotment Letter dated 23.08.2019, allotted a unit bearing no. T2 - 0202 in the project for a total sale consideration of Rs.1,75,11,532/-.
- V. Upon receipt of the booking amount, the respondent called upon the complainants to execute the Agreement For Sale. In pursuance of the same, the Agreement For Sale was executed on 27.09.2019 between the parties.
- VI. At this stage, before going further into facts as they transpired, it is important to highlight certain agreed terms and conditions of the AFS and Application Form, which was read and agreed upon by the complainant:

Clause 7.1: Schedule for possession of the said Unit;

The Developer shall offer possession of the units falling in 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 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 Developer shall be entitled to the extension of time for delivery of possession of the Unit.

Relevant clauses under Application Form

• **Clause 14:**

The Developer shall offer possession of the units falling in Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ("Completion Time Period"). The Completion Time period shall stand reasonably extended on account of (i) any force majeure events and/or; (ii) reasons beyond the control of the Developer and/or; its agents (iii) due to non-compliance on the part of the Applicant including on account of any default on the part of the Applicant. For the Purpose of this Application Form, "Force Majeure" event shall mean (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/or other public competent authority/court.

- VII. 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.
- VIII. This 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 the 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.

IX. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid -19 pandemic and thereafter, are mentioned herein below:

- a. *Due to second wave of covid, the construction workers went back to their hometowns. Movement of labourers to construction sites was further worsened due to closing of borders and lockdown imposed by other state governments. Other labourer issues such as 14 days quarantine, social distancing, frequent sanitisation of workplace etc. In view of the second wave, the Hon'ble Panchkula Authority granted respite to the Developers for 3 months (01.04.2021 to 30.06.2021) on the account of force majeure event i.e., specific to "second wave of covid 19". It is also a matter of common knowledge that second wave of covid 19 was much graver than the first wave and thus, the damage and slowdown that was caused due to second wave in the project was way more than 3 months.*
- b. *Acute shortage of imported material, raw material in the market owing to interstate import restrictions. Contractors refusing to execute works at site in view of increased prices in raw material like copper, aluminium etc.*
- c. *Market recession and negative customer sentiment towards real estate.*

X. That the business of construction is labour intensive and shortage of labour and material due to Covid and reasons beyond the control of the respondent had led to slowdown of construction, thereby affecting the pace and schedule of construction of the project and thereby its expected handover dates. The Hon'ble Appellate Court granted approximately one and a half year (exactly 20 months and 28 days) to the project situated in NCR Region keeping in mind the devastating effect of both the waves of Covid 19. The argument of second wave is captured in paragraph no. 7 of the said judgement.

XI. That the adverse effects of Covid -19, which admittedly is a force majeure event and its effects in all spheres of life including the real estate sector are being faced even today. In fact, its crippling effects till June 2022 were duly recognised by the Hon'ble Supreme Court in a suo

motu action in which the Hon'ble Supreme Court granted extension in limitation on court filings, let alone construction activities which are more labour-intensive activities. Therefore, it is clear that the timeline for delivery of possession stood extended due to force majeure events and the respondent is not in breach of any of its obligations.

- XII. Furthermore, it is submitted that post the resumption of the construction activity, the respondent had tried its best to resume the pace of work of project in order to deliver the complainant's unit within the stipulated timelines.
- XIII. That apart from the restrictions imposed by the authorities in view of Covid 19, various other authorities (including courts, pollution control boards/Air Quality management authorities) also banned construction activities in NCR Region. Vide Order dated 29.10.2018 ban was from 01.11.2018 to 10.11.2018, Order dated 24.12.2018 ban was from 24.12.2018 to 26.12.2018, Order dated 11.10.2019 ban was from 11.10.2019 to 31.12.2019, Order dated 04.11.2019 ban was from 04.11.2019 to 16.11.2019, Order dated 16.11.2021 ban was from 16.11.2021 to 21.11.2021 and Order 24.11.2021 ban period was 24.11.2021 to 20.12.2021 passed by various concerned authorities/courts, banning/ restricting various construction activities such as work time restrictions, use of DG sets at construction sites. These orders could not be anticipated. That total ban period under these orders is 140 days.
- XIV. In addition to the above, there were restrictions/ban on construction activities in view of the Stage -III of Graded Response Action Plan ("GRAP") in NCR region. Total ban period in terms of these orders is 130

days. A table capturing details of all the GRAP Orders banning construction activity in NCR is provided below:

<i>DATE OF ORDER</i>	<i>DATE OF REVOCATION</i>	<i>NUMBER OF DAYS</i>
29.10.2022	14.11.2022	17
04.12.2022	07.12.2022	04
30.12.2022	04.01.2023	06
06.01.2023	15.01.2023	10
02.11.2023	28.11.2023	27
22.12.2023	01.01.2024	11
14.01.2024	18.01.2024	05
14.11.2024	05.12.2024	22
		Total - 101

- XV. That despite facing odds of force majeure events (Covid -19), the respondent kept the construction activity at full swing (in permissible limits) and received the Occupation Certificate on 31.03.2023.
- XVI. Ultimately, after completing the development of the project and after securing the necessary permissions including NOC(s) and Occupation Certificate for the project, the respondent offered possession of the unit to the complainants vide letter dated 13.05.2024 and vide email dated 15.05.2024.
- XVII. Thereafter, on 25.11.2024 the complainants and the respondent duly executed the Conveyance Deed and handed over physical possession of the unit on 27.11.2024.
- XVIII. Therefore, since the signing of the AFS and Application Form, the complainants were aware of the terms and conditions mentioned therein. 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 and Application Form, the complainants have filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession. The aforesaid is being

done in spite of occurrence of "*force majeure event*" (outbreak of covid 19, declared as force majeure event) and the reasons beyond the control of the developer.

XIX. That the terms and conditions agreed in the AFS do not provide for any relief to the complainants without attributing any breach on the part of the respondent. Thus, the complainants are bound by the aforesaid terms and the law of the land.

XX. 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. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

7. Copies of all the documents have been filed and placed on record. The authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents.

E. Jurisdiction of the authority

8. The Authority observed that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I. Territorial jurisdiction

9. 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

10. 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; made thereunder.

11. 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 objections raised by the respondent:

F.1 Objection regarding Force Majeure circumstances.

12. The respondent has taken an objection that the construction of the project was delayed due to force majeure conditions such as various orders passed by the concerned authorities (including courts, pollution control boards/Air Quality management authorities), outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which the construction activities came to stand still, and the said period be excluded while calculating the due date. In the present case, the 'Agreement For Sale' was executed between the parties on 27.09.2019. As per clause 7 of the Agreement dated 03.11.2022, the due date for offer of possession of the unit was 30.09.2022.

7. Possession

7.1 The Developer shall offer possession of the units falling in Phase-I on or before 30.09.2022 and units falling in Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay 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.

[Emphasis supplied]

12. The Authority vide notification no. **9/3-2020** dated **26.05.2020** have provided an extension of 6 months for projects having completion date on or after 25.05.2020, on account of force majeure conditions due to the outbreak of Covid-19 pandemic and the same is also allowed to the respondent in lieu of the notification of the Authority. Thus, the due date of possession comes out to be 30.03.2023.
13. The respondent has submitted that due to various orders of the Authorities and court, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, shortage of labour etc., but these were for a short period of time and are the events happening every year. The respondent was very much aware of these event and thus, the promoter/ respondent cannot be given any further leniency based on the aforesaid reasons.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to hand over possession of the unit and other amenities as promised under the Agreement For Sale (including the "Convenient Shopping" and "Community Building") immediately and without any further delay.

G.II Direct the respondent to pay the delayed possession charges on the amount paid by the complainant towards the allotment of the unit.

14. The above said reliefs are interconnected, thus are being dealt together. In the present complaint, the complainants booked a unit in the project namely "Godrej Meridien-I", being developed by the respondent in Sector-106, Gurugram. The complainant was allotted a unit bearing no. T2-0202 on 2nd Floor in Tower-2, in the project "Godrej Meridien-I" situated in Sector 106 of the respondent for a sale consideration of Rs.1,75,11,532.90/- and the complainant has paid a sum of Rs.1,73,86,558/- till date. The Agreement For Sale was executed between the parties on 27.09.2019.
15. In the present complaint, the complainant 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

"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."

16. Due date of handing over possession and admissibility of grace period:

As per clause 7.1 of the Agreement For Sale executed between the complainant and the respondent, the possession of the unit was to be handed over to the complainants on or before 30.09.2022 and the same is reproduced below:

".....7

7. 1 POSSESSION

The Promoter assures to hand over possession of the Apartment for Residential alongwith parking (if applicable) to the Allottee on or before 30th day of June 2023 ("as may be mentioned in customer BBA") unless there is delay or failure due to "Force Majeure", war, flood, drought, fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature, reasons beyond the control of the Promoter, Court orders, Government Policy/guidelines, decisions affecting the regular development of the real estate project (Force Majeure). If, the completion of the

Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential.

[Emphasis supplied]

17. The Authority vide notification no. **9/3-2020** dated **26.05.2020** have provided an extension of 6 months for projects having completion date on or after 25.05.2020, on account of force majeure conditions due to the outbreak of Covid-19 pandemic and the same is also allowed to the respondent in lieu of the notification of the Authority. Thus, the due date of possession comes out to be **30.03.2023**.

18. Admissibility of delay possession charges at prescribed rate of interest:

The complainant intends to continue with the project and is seeking delay possession charges. However, 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."

19. 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.

20. 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., 26.11.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.
21. 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;"*
22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.
23. 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 agreement dated 27.09.2019, the due date was agreed to be 30.09.2022. Also the grace period of 6 months is granted to the respondent on account of Covid-19. Occupation certificate was granted by the concerned authority on 30.03.2023 and the respondent

offered possession of the unit to the complainant on 13.05.2024. However, the Authority observes that the respondent obtained the Occupation Certificate from the concerned authorities on 31.03.2023 and thereafter, issued the "Offer of possession" to the complainant on 13.05.2024 (as annexed on page no. 330 of reply). The Conveyance Deed has been executed in favour of the complainants on 25.11.2024 and the Possession Handover Letter has been issued on 27.11.2024.

24. The Authority is of the view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the agreement for sale dated 27.09.2019 to hand over the possession within the stipulated period.
25. 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 31.03.2023 but the respondent offered possession of the unit to the complainant only on 13.05.2024, after a delay of more than one year. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 months 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 the delay possession charges shall be payable from the due date of possession till offer of possession plus two months, after receiving the Occupation certificate or actual handing over of possession, whichever is earlier.

26. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such the complainant is entitled to delayed possession at prescribed rate of interest i.e., 10.85 % p.a. w.e.f. 30.03.2023 till the expiry of 2 months from the date of offer of possession or actual handover whichever is earlier, as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

H. Directions of the Authority

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

- i. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay from due date of possession i.e., **30.03.2023** till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

28. Complaint as well as applications, if any, stand disposed of accordingly.

29 File be consigned to registry.

Dated: 26.11.2025

(Ashok Sangwan)
Member
Haryana Real Estate
Regulatory Authority,
Gurugram