

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

**Complaint no.:** 4370 of 2024  
**Date of decision:** 28.11.2025

1. Gaurav Agrawal
2. Rupali Soni

**Both R/o:-** Ward no.39, Agrawal Gas Store Ke Pass,  
Subhash Chowk, Old Galla Mandi, Raghuraj Nagar,  
Satna, Madhya Pradesh-485001.

**Complainants**

Versus

M/s. Godrej Highview LLP.  
**Office:** Godrej One, 5<sup>th</sup> Floor, Pirojshanagar  
Eastern Express Highway, Vikhroli, Mumbai-40007..

**Respondent**

**CORAM:**  
Arun Kumar

**Chariman**

**APPEARANCE:**  
Jaswant Kumar Katariya (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 Nature Plus"   |
| 2.    | Nature of project  | Group Housing  |
| 3.    | Location of project  | Village-Dhunela, Sector-33, Sohna, Gurugram, Haryana.  |
| 4.    | DTCP License   | License no. 01 of 2014 dated-03.01.2014  |
| 5.    | RERA registered  | Registered<br>Vide registration no. 18 of 2018<br>Dated-30.01.2018   |
| 6.    | Allotment Letter<br>[In favour of original allottee i.e., Mr. Abhishek Dhar] | 07.04.2018<br>(As on page no. 17 of complaint)   |
| 7.    | Agreement For Sale with the original allottee                                | 15.07.2018<br>(As on page no. 24 of complaint)   |
| 8.    | Unit no.   | J-0702, Floor-7 <sup>th</sup><br>(As on page no. 30 of complaint)  |
| 9.    | Unit area  | 86.03. sq.mtr [Carpet Area]<br>18.12 sq.mtr [Exclusive Area]<br>104.14 sq.mtr [Total area]<br>(As on page no. 30 of complaint) |

|     |  |   |
|-----|--|---|
| 10. | Endorsement in favour of the complainant | 10.06.2024<br>(As on page no. 21 of complaint)  |
| 11. | Possession clause                        | <p><b>Clause 6.</b></p> <p><b>POSSESSION</b></p> <p><b>6.2</b> The Developer shall offer possession of the Apartment to the Buyer for the said Apartment <b>on or before 30<sup>th</sup> day of June 2023</b> ("Completion Time Period"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer. ("Extension Event"). In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Buyer, the Developer shall refund the amounts received from the Buyer along with prescribed Interest in accordance to the Applicable Laws.</p> <p>[Emphasis supplied]</p> <p>(As on page no. 40 of complaint)</p> |
| 12. | Due date of possession                   | 30.12.2024<br>[Calculated 30.06.2023+ 6 months on account of Covid-19]  |
| 13. | Payment plan                             | Construction linked   |



|     |                        |   |
|-----|------------------------|---|
| 14. | Sale consideration     | Rs.89,17,049/-<br>(As on page no. 69 of complaint)  |
| 15. | Amount paid            | Rs.86,12,896.07/-<br>(As per Statement of Accounts dated 29.06.2024 on page no. 86-87 of complaint) |
| 16. | Occupation certificate | 03.04.2023<br>(As on page no. 384 of reply)   |
| 17. | Offer of possession    | Not offered   |

### B. Facts of the complaint

3. The complainants have pleaded the following facts:

- I. That the original allottee (Mr. Abhishek Dhar) applied on 28.01.2018 by making a booking amount of Rs.9,54,164.29/-. The original allottee was allotted an apartment bearing no. J-0702, 7<sup>th</sup> Floor, in Tower no. J, in Phase -1, having carpet area of 86.03 sq. mtrs and exclusive area of 18.12 sq. mtr (Total Area 104.14 sq. mtr) along with exclusive right to use one covered car park space vide Allotment Letter dated 07.04.2018. The apartment in question was offered for a Total Sale Consideration of Rs.89,17,049/-.
- II. That the Agreement for Sale inter-se the respondent and original allottee qua the apartment in question was duly executed on 07.08.2018. As per the clause 6.2 of the agreement, the possession of the unit in question was to be handed over to the complainant on or before 30.06.2023. Thus, the possession of the apartment in question was to be handed over by 30.06.2023.
- III. That the complainant (s) purchased the apartment from the original allottee and a Tri-partite agreement was entered into by the original

allottee, the complainant (s) and the respondent on 10.06.2024. As per this agreement, all the rights of the original allottee were given the complainant(s) by the original allottee. The respondent transferred all the rights of the original allottee to the complainant(s). The complainant (s) has also taken a loan of Rs.1,02,00,000/- from the HDFC Bank for the purpose of payments to the respondent and the original allottee.

- IV. That initially the respondent kept the complainants in dark and regularly informed the complainants that the respondent will hand over the possession by 30.06.2023 as per agreement. The respondent has thus failed to deliver possession of the unit on or before the due date of possession. There was delay in the construction as per assurance and plan of the respondent.
- V. That the complainant had paid a sum of Rs.86,12,896/- excluding taxes which has been duly received and acknowledged by the respondent. Being highly aggrieved and frustrated by the entire circumstances and faced by the miserable attitude of the respondent, , the complainants are left with no other option but to approach the Authority, for issuance of the order to the respondent pay to the complainant Delayed Possession Charge and compensation.

**C. Relief sought by the complainants:**

4. The complainants have sought following reliefs:
- Direct the respondent to pay the delayed possession charges on the amount paid by the complainants towards the allotment of the unit.
  - Direct the respondent to pay Rs.5,50,000/- for causing mental, physical harassment, frustration and grievance to the complainants.



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 is in the process of developing a multi-storied group housing colony in phase wise manner by the name of "Godrej Nature Plus" comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 18.744 acres in Sector 33, Tehsil Sohna, Gurugram, Haryana.
- II. The complainants have sought interest on delay in delivery of possession of the unit and the same has been done in complete ignorance of various "*force majeure events*" and "*reasons beyond the control of the Developer*". Further, the complainants have suppressed material facts and documents while alleging delay in delivery of possession. The complainants have concealed from the Authority the Application Form signed by them, in which the agreed completion time period for the unit is 26.01.2026. In view thereof, the present complaint is premature and therefore, liable to be dismissed.
- III. That a residential unit bearing no. J-0702 on the 7<sup>th</sup> Floor in Tower-J of the project ("Unit") was allotted to Mr. Abhishek Dhar on 07.04.2018 for the total sale consideration of Rs.89,17,049/- and later on 07.08.2018 Agreement for Sale was executed between the respondent and Mr. Abhishek Dhar. However, Mr. Abhishek Dhar became desirous of assigning/transferring the unit in favour of the complainants.
- IV. Accordingly, both the parties submitted a joint request to the respondent for transfer of allotment in relation to the unit in favour of

the complainants. The respondent based on the representations and warranties of the parties, allotted the unit in favour of the complainants. In pursuance of the same, following documents were executed between the parties:

- a. *Application Form dated 10.07.2024.*
- b. *Assignment Deed dated 10.07.2024.*
- c. *Endorsement Form*

- V. The complainants agreed to pay the remaining amount of Rs.3,18,529.46/- towards the sale consideration of the unit to the respondent as per the agreed payment plan. Further, the date of handover of the possession was revised to 26.01.2026. As per Clause 14 of the Application Form, the respondent is obligated to offer possession of the unit to the complainants on or before 26.01.2026. 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 and/or (iii) due to noncompliance on the part of the applicant including on account of any default on the part of the applicant.
- VI. That 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. That the respondent was also equally affected since its hands were also tied due to the nationwide lockdown and disruptions in the material supply chain and labour issues. It is reiterated that even the Government of India had declared Covid-19 as a *force majeure* event.
- VII. That the Authority also reviewed the situation independently and released an order dated 26.05.2020, wherein it has been clarified that



all the registered projects with the Authority shall be extended automatically by 6 months, invoking force majeure clause. In view of the aforesaid, the registration of the project automatically got extended from 30.06.2023 to 30.12.2023.

VIII. 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.*

IX. That the business of construction is labour intensive and shortage of labour and material due to covid and reasons beyond the control of the developer/respondent had led to slowdown of construction, thereby affecting the pace and schedule of construction of the project. In this regard, reliance is also placed on the persuasive value of the judgment of Hon'ble UP REAT (Appellate) in "*Central Government Employees Welfare Housing Org. Vs Rajender Mohan Saxena*" Appeal No. 197/2023,



in which the Hon'ble Appellate Tribunal has granted a benefit of zero period to the developer for both the waves of covid-19 (i.e., First and Second Wave). The Hon'ble Appellate Court granted approximately one and a half year to the project situated in NCR Region keeping in mind the devastating effect of both the waves of Covid 19.

- X. 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.
- XI. 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.

- XII. 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:

| DATE OF ORDER | DATE OF REVOCATION | NUMBER OF DAYS |
|---------------|--------------------|----------------|
| 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             |
| 16.12.2024    | 27.12.2024         | 12             |
| 03.01.2025    | 05.01.2025         | 03             |
| 09.01.2025    | 12.01.2025         | 04             |
| 15.01.2025    | 17.01.2025         | 04             |
| 29.01.2025    | 03.02.2025         | 06             |
|               |                    | Total - 130    |

- XIII. 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 Occupation Certificate on 03.04.2023.
- XIV. That the terms and conditions agreed in the Application Form 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. In light of the above, the complainants are not entitled to any relief as prayed in the complaint under reply and the present complaint is liable to be dismissed as baseless and misconceived.



XV. Thus, 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. The present complaint is liable to be dismissed for want of cause of action.

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.I 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 original allottee and the respondent on 15.07.2018. As per clause 6 of the Agreement dated 15.07.2018, the due date for offer of possession of the unit was 30.06.2023.

**6. Possession**

- 6.2** *The Developer shall offer possession of the Apartment to the Buyer for the said Apartment **on or before 30<sup>th</sup> day of June 2023** ("Completion Time Period"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer. ("Extension Event"). In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Buyer, the Developer shall refund the amounts received from the Buyer along with prescribed Interest in accordance to the Applicable Laws.*

*[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 30.12.2023.
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 pay the delayed possession charges on the amount paid by the complainants 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 2<sup>nd</sup> 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 complainants intend to continue with the project and are 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 6.2 of the Agreement For Sale, the possession of the unit was to be handed over to the complainants on or before 30.06.2023 and the same is reproduced below:

*".....6*

**6.2 POSSESSION**

*The Developer shall offer possession of the Apartment to the Buyer for the said Apartment **on or before 30<sup>th</sup> day of June 2023** ("Completion Time Period"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer. ("Extension Event"). In case the Developer is unable to offer possession on or before the Completion Time Period for any reasons other than those set out in the foregoing, then on demand in writing by the Buyer, the Developer shall refund the amounts received from the Buyer along with prescribed Interest in accordance to the Applicable Laws.*

*[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 **30.01.2023**.

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

The complainants intends to continue with the project and are 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., 28.11.2025 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 6.2 of the agreement dated 15.07.2018, the due date was agreed to be 30.06.2023. 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 30.12.2023 and the respondent has failed to offer possession of the unit to the complainants till date. However, the Authority observes that the respondent obtained the Occupation Certificate from the concerned authorities on 03.04.2023 but has not issued the "Offer of possession" to the complainants till date, despite obtaining the Occupation certificate more than 2 years back.
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 15.07.2018 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 03.04.2023 but the respondent has not offered possession of the unit to the complainants till date.

26. In the present complaint, allotment of the subject unit was made in favour of the original allottee i.e., Mr. Abhishek Dhar on 07.04.2018 and thereafter, the Agreement For Sale was executed between the original allottee and the respondent on 15.07.2018. The unit was endorsed in the name of the complainants on 10.06.2024.
27. The respondent contends that, in terms of the Application Form allegedly executed by the complainants, the agreed date for completion of the unit is 26.01.2026, and therefore the present complaint is premature. The Authority, however, observes that the said Application Form does not constitute an executed contractual document. The present matter concerns the endorsement of the subject unit in favour of the complainants, who have accordingly stepped into the position of the original allottees. Nevertheless, it would not be appropriate to award delayed-possession interest to the complainants for any period prior to their entry into the project, as they have borne the consequences of delay only from that point onward. The respondent has obtained the Occupation certificate before the due date of possession but failed to offer the possession of the unit till date and even failed to give the clear reasoning for not doing so. In terms of Section 18 of the Act, 2016, the respondent has failed to give timely possession of the unit to the complainants. Therefore, in the interest of natural justice, the delay possession charges shall be payable from the date of endorsement of the unit in the favour of the complainants till actual handing over of possession.
28. 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. 10.06.2024 till the actual handing over of possession of the unit, as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.

**G.II Direct the respondent to pay Rs.5,50,000/- for causing mental, physical harassment, frustration and grievance to the complainants.**

29. The complainants are seeking the above mentioned relief w.r.t compensation.

The Hon'ble Supreme Court of India in Civil Appeals no. 674445-679 of 2021 titled as **M/s Newtech Promoters and Developers Ltd. V/s State of UP (Supra)** has held that an allottee is entitled to claim compensation and litigation charges under Section 12, 14, 18 and Section 19 which is to be decided by the Adjudicating Officer as per Section 71 and the quantum of compensation and litigation charges shall be adjudicated by the adjudicating officer having due regards to the factors mentioned in Section 72. Therefore, the complainants may approach the adjudicating officer for seeking the relief of compensation.

**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 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 the date of endorsement i.e., **10.06.2024** till the date of actual handing over of possession of the unit, 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.



31. Complaint as well as applications, if any, stand disposed of accordingly.
32. File be consigned to registry.

Dated: 28.11.2025

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



**HARERA**  
GURUGRAM