

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

Complaint no.: 4601 of 2024
Date of complaint: 16.09.2024
Date of order: 20.01.2026

Sarita Verma

R/O: - B-84, II Floor, Karampura, New Delhi.

Complainant

Versus

M/s Godrej Real View Developers Pvt. Ltd.

Regd. Office: 3rd floor, umm house, Tower-A,
Plot no. 35-p, gate no.1, Sector-44, Gurugram.

Respondent

CORAM:

Shri Arun Kumar
Shri Phool Singh Saini

Chairman
Member

APPEARANCE:

Shri Yash Varmani (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

provision of the Act or the Rules and regulations made thereunder or to the allottee 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 complainant, 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.	Unit no.	T1-1003, Floor-10 th (As on page no. 32 of complaint)
7.	Unit Area	104.10 sq.mtr [Carpet Area] 22.25 sq.mtr [Exclusive Area] 126.35 sq.mtr [Total Area] (As on page no. 32 of complaint)
8.	Builder Buyer Agreement	13.04.2021 (As on page no. 26 of complaint)
9.	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.</i> [Emphasis supplied] (As on page no. 39 of complaint)

10.	Due date of possession	30.09.2022 (as per possession clause)
11.	Payment plan	i. Application Money -10% of COP ii. Within 45 days of booking-70% of COP iii. Application on OC-10% of COP iv. On offer of possession-10% of COP (As on page no. 67 of complaint)
12.	Sale consideration	Rs. 1,68,01,036/- (As on page no. 32 of complaint)
13.	Amount paid	Rs.1,51,20,933/-
14.	Occupation certificate	31.03.2023 (As on page no. 80 of complaint)
15.	Possession intimation letter	08.08.2025 (page 3 of additional document filed by the respondent)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

- I. The complainant was desirous of purchasing a residential apartment in the project. Thus, through an application dated 20 March 2021, the complainant applied for a residential apartment at the 10th floor of Tower 1 in the Project (i.e., unit T1-1003, hereinafter called as the “**Unit / Apartment**”). The unit thus falls under phase 1 of the project.
- II. That as such, based on the representations/assurances of the respondent, the complainant agreed to invest in the said project i.e., purchased the unit admeasuring a total area of 126.35 sq. meters to be constructed/developed by the respondent in terms of the agreement for sale dated 13 April 2021. In pursuance thereof, it was agreed that the complainant would make a payment of **Rs. 1,68,01,036/-** as per the agreed payment milestones in the agreement for sale. At the stage of filing the present complaint, the

complainant has already paid 90% payment to the respondent, in the manner stated below:-

Date	Mode of Payment	Amount Paid (INR)
23 March 2021	Through Bank transfer (Instrument No. IDIBR52021032322813517)	17,00,000 (Rupees Seventeen Lakhs only)
3 May 2021	Through Bank transfer (Instrument No. IDIBH21123152457)	25,00,000 (Rupees Twenty-Five Lakhs only)
3 May 2021	Through Bank transfer (Instrument No. IDIBR52021050323366818)	1,00,00,000 (Rupees One Crores only)
15 March 2023	Through Bank transfer (Instrument No. IDIBR52023031532629709)	920,933 (Rupees Nine Lakhs Twenty-Thousand Nine-Hundred and Thirty-Three only)
TOTAL PAYMENT		1,51,20,933 (Rupees One Crore Fifty-One Lakhs Twenty Thousand Nine-Hundred and Thirty-three only)

The total payments made above was subject to a tax deduction at source as per Section 194A of the (Indian) Income Tax Act, 1961.

- III. That at the time of execution of the agreement for sale, the complainant was promised an extremely rosy picture of the project. The complainant was assured about the timely allotment as well as handing over of the possession of the unit on or before 30 September 2022. The complainant

was also assured that even though the respondent obtained the registration of the project under Section 5 of the RERA 2016 from this Hon'ble Authority till 30 September 2023, however, the possession of the Unit would be handed over by 30 September 2022. This commitment regarding the due date of possession being 30 September 2022 was recorded at Clause 7.1 of the agreement for sale.

- IV. That as stated above, the complainant made payments to the respondent as per the payment milestones stated under the agreement for sale. there was no delay on part of the complainant in relation to the payment of the amounts to the respondent.
- V. That Subsequently, when there was an outbreak of the global pandemic Covid-19, this Hon'ble 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 March 2023 (i.e., 30 September 2022 *plus* six months on account of Covid-19). However, the possession of the unit was not handed over to the complainant on or before 30 March 2023. Instead, the respondent had not even obtained the occupation certificate for Towers 1 and 2 of the Projects by 30 March 2023.
- VI. That on 31 March 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 complainant within 3 months from 31 March 2023 (i.e., 30 June 2023).

- VII. That the complainant 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 complainant within the due date provided for in the agreement for sale. It was further represented to the complainant 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.
- VIII. That however, despite the aforesaid assurances and despite duly receiving 90% payment for the unit, the respondent has till date failed to hand over / deliver possession of the unit to the complainant. In fact, the respondent has not even issued a possession intimation letter to the complainant in relation to 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.

C. Relief sought by the complainant:

4. The complainants have sought following relief(s):

- I. To direct the respondent to hand over the possession of the unit and other amenities promised under the agreement for sale (including the '*Convenient Shopping*' and '*Community Building*') immediately and without any further delay.
- II. To direct the respondent to pay the delayed possession charges as per Section 18 of the RERA 2016 read with Rule 15 of the RERA Rules on the amount of **INR 1,46,57,750** paid by the complainant towards the allotment of the unit (i.e., the Total Price of the Property *less* the amount paid towards EDC/ IDC and GST).
- III. To direct the respondent to pay the delayed possession charges from the due date of delivery provided in the agreement for sale plus six months on account of the Notification issued by this Hon'ble Authority for Covid-19

being a '*force majeure*' event (i.e., 30 September 2022 plus six months on account of Covid-19 till the date of handover of the possession of the Unit and other amenities promised under the Agreement for Sale (including the '*Convenient Shopping*' and '*Community Building*').

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

D. Reply by the respondent.

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" ("**Project**") 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 ("**RERA Act**") and Haryana RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/2018/05.
- ii. That 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 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 ("**OC**") 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.
- iii. That a holistic appreciation of facts would reveal that there is no delay attributable to the respondent and the facts and circumstances of the present

case are squarely covered by the clauses provided in the agreement for sale signed between the parties.

- iv. That the respondent seeks to state the following true and correct facts before raising objections to the present complaint. 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 20.03.2021 ("**Application Form**") applied for the allotment of a residential unit.
- v. That subsequent to that, the respondent vide the allotment letter ("**Allotment Letter**") dated 08.04.2021 allotted an apartment at the 10th floor of Tower 1, Unit bearing No. T1 -1003 ("**Unit**") in the Project for a total sale consideration of Rs. 1,68,01,036/-.
- vi. That upon receipt of the booking amount, the respondent called upon the complainant to execute the agreement for sale ("**AFS**"). In pursuance of the same, the AFS was executed on 13.04.2021 between the parties.
- vii. 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. 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. That the respondent has suffered due to the breaches committed by the complainants since the said respondent has continued with the construction of the apartment despite the complainants not paying the complete consideration. Due to the failure of the complainants in paying the complete consideration, the respondent has suffered immense monetary hardship.

- ix. That it is further submitted 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 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.
- x. 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**.
- xi. That at this stage, it will not be out of place to mention 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 OC on 31.03.2023.
- xii. That in view of the same, no delay is attributable to the respondent in the present case as the development of the project was majorly hampered due to

various force majeure events which was duly considered by the Authority. In view of the above, the complainant is not entitled to claim any compensation/ interest for any alleged delay in offer of possession. Further, the respondent being a customer centric organisation is taking all the desired steps to work in the interest of the complainant. However, in complete ignorance of the above, the complainant has resorted to file the present complaint in order to arm twist the respondent and surrender to the unlawful demand of seeking interest on delay in delivery of possession of the unit.

xiii. That 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. Thus, the complainant is bound by the aforesaid terms and the law of the land.

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

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

E. Jurisdiction of the authority

9. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, 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

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

Section 11..... (4) The promoter shall-

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

Section 34-Functions of the Authority:

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

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

F. Findings on the objections raised by the respondent

F.I Objection regarding the force majeure.

13. The respondent-promoter has raised the contention that the construction of the project was delayed due to reasons beyond the control of the respondent such as COVID-19 outbreak, lockdown due to outbreak of such pandemic and shortage of labour on this account. The builder buyer agreement was executed on 13.04.2021, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the designated timeframe for possession accordingly. Consequently, any extension in timeframe for handover of possession in lieu of Covid-19 cannot be granted and the due date for handover of possession remains unaltered i.e. 30.09.2022.

G. Relief sought by the complainants.

G.I To direct the Respondent to pay the delayed possession charges as per Section 18 of the RERA 2016 read with Rule 15 of the RERA Rules on

the amount of INR 1,46,57,750 (Rupees One Crore Fourty-Six Lakhs Fifty-Seven Thousand Seven Hundred and Fifty only) paid by the Complainant towards the allotment of the Unit (i.e., the Total Price of the Property *less* the amount paid towards EDC/ IDC and GST).

G.II To direct the Respondent to pay the delayed possession charges from the due date of delivery provided in the Agreement for Sale plus six months on account of the Notification issued by this Hon'ble Authority for Covid-19 being a 'force majeure' event (i.e., 30 September 2022 plus six months on account of Covid-19 till the date of handover of the possession of the Unit and other amenities promised under the Agreement for Sale (including the 'Convenient Shopping' and 'Community Building').

G.III To direct the Respondent to hand over the possession of the Unit and other amenities promised under the Agreement for Sale (including the 'Convenient Shopping' and 'Community Building') immediately and without any further delay.

14. 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. Section 18(1) Proviso reads as under:

"Section 18: - Return of amount and compensation

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

.....

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."

(Emphasis supplied)

15. Clause 7 of the buyer agreement provides for handing over of possession and is reproduced below:

"..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....."

(Emphasis supplied)

16. Admissibility of delay possession charges at prescribed rate of interest:-

The complainants 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, *ibid*. 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.”

17. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, *ibid* 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.
18. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 20.01.2026 is @ 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
19. 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—

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 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;"

20. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to them in case of delayed possession charges.
21. On consideration of the circumstances, the evidence and other record and submissions made by the parties, the authority is satisfied that the respondent is in contravention of the provisions of the Act. The buyer agreement was executed between the parties on 13.04.2021. By virtue of buyer's agreement executed between the parties, the possession of the booked unit was to be delivered on or before 30.09.2022. Accordingly, the due date of possession comes out to be 30.09.2022. Occupation certificate was granted by the concerned authority on 31.03.2023 and thereafter, the complainant sent possession letter on 08.08.2025. 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 there is failure on part of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement dated 13.04.2021 to hand over the possession within the stipulated period.
22. Section 19(10) of the Act obligates the allottees 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. The respondent offered the possession of the unit in question to the complainants only on 08.08.2025, so it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. These 2 month of reasonable time is being given to the

complainants keeping in mind that even after intimation of possession practically they have 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 the expiry of 2 months from the date of offer of possession (08.08.2025) which comes out to be 08.10.2025.

23. Further, as per Section 19(10) of Act of 2016, the allottees are under an obligation to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. The complainants are directed to take the possession of the allotted unit after making payment of outstanding dues, if any within a period of 2 months. Also, the respondent shall handover the possession of the allotted unit as per specification of the buyer's agreement entered into between the parties.

H.Directions of the Authority

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

- I. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of a delay from the due date of possession, i.e., 30.09.2022 till the date of offer of possession (08.08.2025) plus two months i.e., 08.10.2025, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules, *ibid*. The arrears of interest accrued so far shall be paid to the complainants within 90 days from the date of this order as per Rule 16(2) of the Rules, *ibid*.

- II. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.
- III. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above within a period of 30 days from the date of this order. The complainants are directed to pay outstanding dues if any remains, after adjustment of delay possession charges within a period of next 30 days.
- IV. The respondent is directed to handover the physical possession of the allotted unit to the complainants complete in all aspects of buyer's agreement.
- V. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement.
25. Complaint stands disposed of.
26. File be consigned to registry.


Phool Singh Saini
Member


Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 20.01.2026