

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

Complaint no. : 2240 of 2025
Date of Decision : 12.02.2026

1. Mr. Alok Wadhwa

2. Mrs. Radhika Wadhwa

Both R/O: Dharampura, Gali no.1, house no.
129/8, Bahadurgarh, Jhajjar, HR-124507

Complainants

Versus

M/s. GODREJ PROPERTIES LIMITED

Registered office address:- Godrej One, 5TH
Floor, Pirojshanagar, Eastern Expressway
Highway, Vikhroli, Mumbai-400079.

Also At:- 3rd Floor UM House, Plot 35, Sector 44,
Gurugram-122002

Respondent

CORAM:

Shri Phool Singh Saini

Member

APPEARANCE:

Shri Gaurav Rawat (Advocate)

Shri Nikhil Kumar (Advocate)

Complainants

Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees dated 06.05.2025 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 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 the project	Godrej Habitat,														
2.	Nature of the project	Group Housing Project														
3.	RERA Registered/ not registered	GGM/317/49/2019/11 DATED 08.03.2019 Extended till 23rd Aug, 2026 dated 19.11.2024														
4.	License no. and validity	18 of 2018 dated 05.03.2018														
5.	Unit no.	0005, Ground floor, tower-1, Sector-3 [pg.32 of complaint]														
6.	Unit area admeasuring	146.03 sq. mtr.(carpet area) [pg.32 of complaint]														
7.	Date of booking	06.09.2023														
8.	Date of allotment	09.09.2023 [pg.32 of complaint]														
9.	Date of Buyer's Agreement	19.01.2024 [Page 46 of complaint]														
10.	Payment Plan	<table border="1"> <thead> <tr> <th>MILESTONE</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Booking amount</td> <td>10%</td> </tr> <tr> <td>Within 90 days of booking</td> <td>20%</td> </tr> <tr> <td>By January15, 2024 or On Completion of Superstructure</td> <td>30%</td> </tr> <tr> <td>On Completion of flooring work in the unit</td> <td>10%</td> </tr> <tr> <td>On Application of OC</td> <td>25%</td> </tr> <tr> <td>On Intimation of Possession</td> <td>5%</td> </tr> </tbody> </table> [Pg.91 of complaint]	MILESTONE	Description	Booking amount	10%	Within 90 days of booking	20%	By January15, 2024 or On Completion of Superstructure	30%	On Completion of flooring work in the unit	10%	On Application of OC	25%	On Intimation of Possession	5%
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11.	Possession clause	7.1 Schedule for possession of the said Unit: <i>"The developer shall offer possession of units falling in the Project on or before August 2024 with additional grace period of upto 12 (twelve) months as may be approved by Real Estate Regulatory Authority or such extended period as may be granted by RERA ("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 projects, reasons beyond the control of the Developer and/or its agents, due to non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s).</i> [Page 61 of complaint]
12.	Due date of possession	31 st August 2025 [including grace period of 12 months]
13.	Total sale consideration	Rs.2,32,48,503/- [Pg.32 of complaint]
14.	Amount paid by the complainant	Rs.1,39,49,101/- [As per statement of account dated 07.04.2025]
15.	Occupation certificate /Completion certificate	Not obtained
16.	Notice of possession	Not offered

B. Facts of the complaint:

3. The complainants have made following submissions by filing the present complaint: -

- a. That relying on various representations and assurances given by the respondent's company and on belief of such assurances, complainants booked a unit in the project by paying a booking amount towards the booking of the said unit bearing no.0005, ground floor, tower-1, in Sector-3, Gurugram having carpet area



146.03 Sq. Meter and exclusive area 32.08 sq. meter, to the respondent dated 06.09.2023 and the same was acknowledged by the respondent.

- b. That the respondent confirm the booking of the unit to the complainants vide allotment letter dated 09.09.2023, providing the details of the project, confirming the booking of the unit dated 06.09.2023, allotting a unit no.0005, ground floor, Tower-1 (hereinafter referred to as 'unit') measuring carpet area 146.03 Sq. Meter and exclusive area 32.08 Sq. meter in the aforesaid project of the developer for a total sale consideration of the unit i.e. Rs.2,32,48,503/- and other Specifications of the allotted unit and providing the time frame within which the next instalments was to be paid.
- c. That a unit buyer's agreement was executed between the complainants and respondent on 19.01.2024.
- d. As per clause 7.1 of the buyer's agreement the respondent had -The developer shall endeavour to handover possession of the unit on or before August, 2024 with additional grace period of upto 12 months. The respondent got the said project registered before the Authority on 08.03.2019, which was valid till 25.02.2023 i.e., respondent was under obligation to complete the construction by 25.02.2023. Respondent failed to complete the construction by 25.02.2023, hence got the extension till 24.08.2024 but again failed to complete and applied for further extension till 23.08.2026. Therefore, due date of possession comes out to be August, 2024. In the present case respondent is not liable for the grace period of 12



months as already held in complaint no. 6546 of 2022 decided on 21.03.2023.

- e. Complainants having dream of its own unit in NCR signed the agreement in the hope that the unit will be delivered on or before August,2024. The complainants were also handed over one detailed payment plan which was construction linked plan. It is unfortunate that the dream of owning a unit of the complainants were shattered due to dishonest, unethical attitude of the respondent.
- f. At the time of execution of the agreement the complainants had objected towards the highly titled and one-sided clauses of the agreement, however, the respondent turned down the concerns of the complainants and curtly informed that the terms and conditions in the agreement are standard clauses and thus, no change can be made. A bare perusal of the agreement reveals that the terms and conditions imposed on the complainants were totally biased in so far as the disparity between the bargaining power and status of the parties, titled the scale in the favour of the respondent.
- g. Since the respondent was in dominant position, they fabricated the agreement according to their whims and fancies.
- h. That the payment plan was designed in such a way to extract maximum payment from the buyers viz a viz or done/completed. The complainants approached the respondent and asked about the status of construction and also raised objections towards non-completion of the project. That such arbitrary and illegal practices have been prevalent amongst builders before the advent of RERA,



wherein the payment/demands/ etc. have not been transparent and demands were being raised without sufficient justifications and maximum payment was extracted just raising structure leaving all amenities/finishing/facilities/common area/road and other things promised in the brochure, which counts to almost 50% of the total project work.

- i. That During the period the complainants went to the office of respondent several times and requested them to allow them to visit the site but it was never allowed saying that they do not permit any buyer to visit the site during construction period, once complainants visited the site but was not allowed to enter the site. The complainants even after paying amounts still received nothing in return but only loss of the time and money invested by them.
- j. The complainants contacted the respondent on several occasions and were regularly in touch with the respondent. The respondent was never able to give any satisfactory response to the complainants regarding the status of the construction and was never definite about the delivery of the possession. The complainants kept pursuing the matter with the representatives of the respondent by visiting their office regularly as well as raising the matter to when will they deliver the project and why construction is going on at such a slow pace, but to no avail. Some or the other reason was being given in terms of shortage of labour etc.
- k. The respondent despite having made multiple tall representations to the complainants, the respondent has chosen deliberately and



contemptuously not to act and fulfil the promises and have given a cold shoulder to the grievances raised by the cheated allottees.

- l. The respondent have completely failed to honour their promises and have not provided the services as promised and agreed through the brochure, BA and the different advertisements released from time to time. Further, such acts of the respondent is also illegal and against the spirit of RERA Act, 2016 and HRERA Rules, 2017.
- m. The fact is that the complainants have never delayed in making any payment and has always made the payment rather much before the construction linked plan attached to the BBA.
- n. The purpose of quoting this example is that not only the BBA is one sided heavily loaded in favour of the respondent but even the settlement-cum-amendment agreement is also heavily loaded in favour of the respondent. Needless to mention that such one-sided agreements have been held to be unconstitutional and hence in valid by the Honourable Supreme Court and the Honourable High Courts in number of cases.
- o. That respondent instead of replying to the query of the complainants kept on raising the illegal demands from the complainants. Complainants having no option and in hope of getting the physical possession of the unit filling the present complaint. Despite making the entire payment on time till date respondent has failed to hand over the physical possession of the unit.

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- p. The Respondent has played a fraud upon the complainants and have cheated them fraudulently and dishonestly with a false promise to complete the construction over the project site within stipulated period. The respondent had further malafidely failed to implement the BBA executed with the Complainants. Hence, the complainants being aggrieved by the offending misconduct, fraudulent activities, deficiency and failure in service of the respondent is filing the present complaint.
- q. The complainants have suffered a loss and damage in as much as they had deposited the money in the hope of getting the said Unit. They have not only been deprived of the timely possession of the said Unit but the prospective return they could have got if they had invested in fixed deposit in bank. Therefore, the compensation in such cases would necessarily have to be higher than what is agreed in the buyer's agreement.
- r. That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017. The complainants have suffered on account of deficiency in service by the respondent and as such the respondents fully liable to cure the deficiency as per the provisions of the Act, 2016 and the Rules, 2017.
- s. That the present complaint sets out the various deficiencies in services, unfair and/or restrictive trade practices adopted by the respondent in sale of their unit and the provisions allied to it. The modus operandi adopted by the respondent, from the respondents'



point of view may be unique and innovative but from the allottee point of view, the strategies used to achieve its objective, invariably bears the irrefutable stamp of impunity and total lack of accountability and transparency, as well as breach of contract and duping of the allottee, be it either through not implementing the services/utilities as promised in the brochure or through not delivering the project in time.

- t. That the complainants is the one who has invested their earning in the said project and are dreaming of a unit and the respondent has not only cheated and betrayed them but also used their hard earned money for their enjoyment.
- u. That the complainants being an aggrieved person filing the present complaint under section 31 with the Authority for violation/contravention of provisions of this Act as mentioned in the preceding paragraph.
- v. That as per section 18 of the RERA Act. 2016, the promoter is liable to pay Delay Possession Charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale. That the Complainants hereby make a submission before the Authority under section 34 (f) to ensure compliance/obligations cast upon the promoter as mentioned above. It is requested that necessary directions be issued to the promoter to comply with the provisions and fulfil obligation under section 37 of the Act.
- w. That the complainants are entitled to get delay possession charges with interest at the prescribed rate from date of application/



payment to till the realization of money under section 18 & 19(4) of Act. The complainants are also entitled for any other relief which they are found entitled by the Authority.

- x. That the project in question is ongoing as defined under Rule 2(o) of the Rules ibid and does not fall in any of the exception provided under the Rules.
- y. The complainants after losing all the hope from the respondent's company, having their dreams shattered of owning an unit & having basic necessary facilities in the vicinity of Project and also losing considerable amount, are constrained to approach the Authority for redressal of their grievance.

It is stated that the present complaint is within the prescribed period of limitation.

- z. That the complainants have not filed any other complaint before any other forum against the erring respondent and no other case is pending in any other court of law.

C. Relief sought by the complainant:

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

- I. Direct to respondent to hand over the **possession** of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.
- II. Direct the respondent to kindly handover the possession of the unit after completing in all aspect to the complainants and not to force to deliver an incomplete unit.



- III. Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainants by the respondent in spite of the fact that the complainants desires to take the possession.
- IV. Direct the respondent to pay the balance amount due to the complainants from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the conveyance deed/ sale deed.
- V. Direct the respondent to get the conveyance deed executed.
- VI. Direct the respondent not to raise the demand without reaching the agreed milestone for the payment.
- VII. Direct the respondent not to charge penal interest from complainant.
- VIII. Restrain the respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.
- IX. Direct the respondent not to ask for the monthly maintenance charges for a period of 12 months or more before giving actual possession of unit completed in all aspects.
- X. Direct the respondent to not to charge anything irrelevant which has not been agreed to between the parties like Interest Free Maintenance Security Deposit, sinking fund, labour cess, electrical meter charges, Fixed Deposit towards the HVAT, PLC, Electrification Charges, water connection charges, Sewerage



charges, Compound wall/ fencing Charges, welfare cess, Advance maintenance @ 24 months, registration and pasting fee, miscellaneous charges refundable IFM against construction etc etc., which in any case is not payable by the complainants.

- XI. Direct the respondent not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.
 - XII. Direct the respondent to provide the exact lay out plan of the said unit.
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:
- a. The respondent is in the process of developing a multi-storied group housing colony by the name "**Godrej Habitat**" ("**Project**") comprising of 384 residential units, 68 EWS units and 5 commercial shops along with amenities, facilities, services, etc at Sector 03, Gurugram. The Respondent has registered the Project with the Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 ("**Act**"). The Project registration number of Godrej Habitat is RC/REP/HARERA/GGM/317/49/2019/11.
 - b. The present complaint is wholly misconceived, erroneous, unjustified and ridden with wilful concealment of facts to mislead and abuse the process of the Authority. The complainants in the



present complaint have wrongly alleged delay in delivery of possession. The complainants have sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various "*force majeure events*" and "*reasons beyond the control of the Developer*".

- c. 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.
- d. That the complainants being the educated persons, after satisfying themselves with the Project, vide application form dated 06.09.2023 applied for the allotment of unit no.T1-0005 in the Project for a total consideration of Rs.2,32,48,503/-. Subsequent to that, the respondent vide the allotment letter dated 09.09.2023 allotted the unit to the complainants for a total sale consideration of Rs.2,32,48,503/-.
- e. Upon receipt of the booking amount of Rs.21,97,650.30, the respondent called upon the complainants to execute the Agreement For Sale ("AFS"). In pursuance of the same, the AFS was executed on 19.01.2024 between the parties.
- f. 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 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".

- g. 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 25.02.2023 to 25.08.2023.
- h. 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:
- i. 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.



- ii. 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.
 - iii. Market recession and negative customer sentiment towards real estate.
- i. At this juncture, it is imperative to highlight that 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 and thereby its expected handover dates. 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 (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.
- j. 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.

- k. 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 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 128 days.
- l. 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	NO. 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
11.11.2025	26.11.2025	15
		Total- 145

- m. That post the resumption of the construction activity, the respondent had tried its best to resume the pace of work at the Project in order to deliver the complainant's Unit in time bound manner. Thus, in view of the aforesaid difficulties as well as the disruptions caused by the second wave of covid 19, the respondent filed an application seeking an extension of the registration of the Project on the ground of force majeure. In the said application, the respondent detailed the challenges and difficulties encountered during the development of the Project. In view of the aforesaid, the Authority upon due consideration of the application and the relief sought therein, was pleased to extend the registration of the Project until 24.08.2024 and thereafter till 23.08.2026, vide extension order dated 11.12.2023 & 19.11.2024.
- n. At this stage, it is pertinent to mention that the Authority extended the registration of the Project only upon finding that the regular development of the Project was affected due to force majeure events. That since the right of the allottees under Section 18(1) are strictly governed by terms of the AFS, following terms are to be considered by the Authority.



- o. In the backdrop of the aforesaid factual scenario, the respondent seeks liberty to highlight the following relevant clauses of the AFS which are germane for effective adjudication of the present dispute:
- i. As per the definition clause of the AFS, force majeure shall mean (a) war, flood, fire, draught, cyclone, earthquake or any other calamity caused by the nature affecting regular development of the Project, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/or other public competent authority/court affecting the regular development of the Project.
 - ii. As per clause 7.1 of the AFS, the developer shall offer the possession of the unit falling in the Project on or before August 2024 with additional grace period of up to 12 months as may be approved by the Real Estate Regulatory Authority ("RERA") or such extended period as may be granted by RERA ("Completion Time Period") as per the agreed terms and conditions unless there is delay due to Force Majeure Events, Court Orders, Government Policy/Guidelines, decisions affecting the regular development of the Real Estate Project, reasons beyond the control of the Developer and/or its agent, due to non-compliance on the part of the allottee(s) including on account of any default on the part of the allottee(s). If the completion of the Project is delayed due to the above conditions, then the Allottee(s) agrees that the Developer shall be entitled to the extension of time of delivery of possession of the unit.



- iii. Clause 7.6 of the AFS deals with the cases in which compensation, if any, to be given to the Complainants. The said clause categorically excludes liability of the Respondent to pay any compensation in case of occurrence of a force majeure event affecting the timelines for offer of possession.
- p. That there are similar clauses in the model agreement introduced as Haryana Real Estate (Regulation and Development) Rules, 2017 by the RERA Authority.
- q. Therefore, while signing of the application form/AFS, the complainants were aware of the terms and conditions mentioned therein. And despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS, the Complainants have now malafidely filed this complaint seeking possession along with interest on alleged delay in offer of possession. The aforesaid is being done due to of occurrence of "force majeure event" (outbreak of covid 19, declared as force majeure event). The complainants are trying to mislead this Hon'ble Authority by concealing material facts and stating wrong, incorrect and incomplete facts.
- r. The terms and conditions agreed in the application form/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.
- s. 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.

- t. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived. The present complaint is liable to be dismissed for want of cause of action. In this regard, it is submitted that the terms and conditions of the AFS signed and agreed by the complainants clearly show that the complainants are not entitled to claim any interest, penalties, compensation for any delay in completion time period /offer of possession as the respondent is taking every effective step to deliver the Unit. Further, clause 7.1 of the AFS states that "The Developer shall offer the possession of the Unit falling in the Project on or before August 2024 with additional grace period of up to 12 months as may be approved by the Real Estate Regulatory Authority ("RERA") or such extended period as may be granted by RERA". From a bare perusal of the possession clause, it is clear that "such extended period as may be granted by RERA" would include in itself the extensions of registration granted by the Authority on occurrence of force majeure events i.e., the extension orders dated 11.12.2023 and 19.11.2024. In other words, it is submitted that the Authority has already observed that the Project was adversely affected by force majeure events like covid 19 while extending the registration. Thus, in view of the same, the present complaint is liable to be rejected for want of cause of action.
- u. The definition of "force majeure" provided in the AFS includes in itself any notices, orders, or rules made/passed by the competent authority. It is respectfully submitted that having agreed to the



aforesaid definition; the complainants cannot allege that there has been a breach on the part of the respondent. In fact, when the Authority extended the completion date of the Project, inter alia, invoking Section 6 read with Section 34(f) and 37 of the Act, passing of such an order is already covered within the definition of “force majeure” as agreed between the parties. Hence, no delay can be attributed up on the respondent in the present complaint, and the same is liable to be dismissed.

- v. That the complainants are guilty of suppressing material facts and have approached the with unclean hands.
- w. That the respondent being a customer centric organisation has already acted in the best interest of its customer. Further, in view of the submissions made herein above, it is evident that the present complaint is ridden with false statements, non-disclosures and concealments, thus amounts to abuse of process of law. Hence, the present complaint is liable to be dismissed on this count alone.
- x. In the view of the above-mentioned factual scenario, the interest on delay in delivery of possession of the unit sought by the complainants on basis of the false and frivolous grounds raised in complaint are baseless and are without any substantial proof placed on record by the complainants. Therefore, granting relief in favour of the complainants without being the respondent at default will defeat the letter, intent and spirit of the RERA Act and the legislation, which protects the interest of the Allotees as well as the interest of the Respondent.



y. Therefore, in view of the above stated facts in preliminary submissions and objections to the maintainability of the complaint, the complaint of the complainants needs to be dismissed with costs and no relief be granted to the complainant.

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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

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

F. Findings on the objection raised by respondent:

F.I. Objection regarding Covid-19

13. The builder buyer agreement was executed in year 2024, 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., 31.08.2025.

G. Findings on the relief sought by the complainant.

G.I Direct to respondent to hand over the possession of the said unit with the amenities and specifications as promised in all completeness without any further delay and not to hold delivery of the possession for certain unwanted reasons much outside the scope of BBA.



- G.II Direct the respondent to kindly handover the possession of the unit after completing in all aspect to the complainants and not to force to deliver an incomplete unit.**
- G.III Direct the respondent to pay the interest on the total amount paid by the complainants at the prescribed rate of interest as per RERA from due date of possession till date of actual physical possession as the possession is being denied to the complainants by the respondent in spite of the fact that the complainants desires to take the possession.**
- G.IV Direct the rrespondent to pay the balance amount due to the complainants from the respondent on account of the interest, as per the guidelines laid in the RERA, 2016, before signing the conveyance deed/ sale deed.**
14. The above-mentioned reliefs G.I to G.IV sought by the complainants are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.
15. In the present complaint, the complainants intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

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

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

(Emphasis supplied)

16. Clause 7.1 of the buyer's agreement dated 19.01.2024 provides for handing over of possession and is reproduced below:

7.1 Schedule for possession of the said Unit:

*"The developer shall offer possession of units falling in the Project on or before **August 2024 with additional grace period of upto 12 (twelve) months** as may be approved by Real Estate Regulatory*



Authority or such extended period as may be granted by RERA ("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 projects, reasons beyond the control of the Developer and/or its agents, due to non-compliance on the part of the Allottee(s) including on account of any default on the part of the Allottee(s).

17. Due date of handing over possession: As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit Project on or before August 2024 with additional grace period of upto 12 (twelve) months. Therefore, the due date of possession comes out to be August, 2025.

18. Admissibility of delay possession charges at prescribed rate of interest: Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under.

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

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., 12.02.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80 %.

21. The definition of term 'interest' as defined under Section 2(za) of the Act provides that the rate of interest chargeable from the allottees by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottees, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default;*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

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

23. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the buyer's agreement executed between the parties on 19.01.2024, the possession of the subject unit was to be delivered by August 2024



with additional grace period of upto twelve months as may be approved by Real Estate Regulatory Authority or such extended period as may be granted by RERA. Therefore, the due date of possession comes out to be August 2025 including additional grace period of 12 months. It is important to note that till date, the respondent/promoter has not obtained occupation certificate from the competent Authority. The Authority is of the considered view that there is delay on the part of the respondent to offer physical possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per buyers' agreement dated 19.01.2024 to hand over the possession within the stipulated period.

24. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the respondent is established. As such, the allottee shall be paid, by the promoter, interest at prescribed rate i.e., 10.80% p.a. on the amount paid, for every month of delay from the due date of possession August, 2025 till offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
25. The respondent is directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above and also to clarify the complainants under the head of "other charges" within a period of 30 days from date of this order. The complainants is directed to pay outstanding dues if any remain, after adjustment of delay possession charges within a period of next 30 days.



26. The respondent shall handover the possession of the allotted unit to the complainants as per the specifications of buyer's agreement within thirty days after obtaining occupation certificate from the competent authority.

G.V Direct the respondent to get the conveyance deed executed

27. As per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to get the conveyance deed executed in favour of the complainant(s). Whereas as per section 19(11) of the Act of 2016, the allottee(s) are also obligated to participate towards registration of the conveyance deed of the unit in question.

28. Section 17 (1) of the Act deals with duties of promoter to get the conveyance deed executed and the same is reproduced below:

"17. Transfer of title.-

(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate."

29. The authority observes that OC in respect of the project where the subject unit is situated has not been obtained by the respondent promoter till date. As on date, conveyance deed cannot be executed in respect of the subject unit, however, the respondent promoter is contractually and legally obligated to execute the conveyance deed upon receipt of the occupation certificate/completion certificate from



the competent authority. In view of above, the respondent shall execute the conveyance deed of the allotted unit within 3 months from the final offer of possession after the receipt of the OC from the concerned authority and upon payment of requisite stamp duty by the complainants as per norms of the state government.

G.VI Direct the respondent not to raise the demand without reaching the agreed milestone for the payment.

G.VII Direct the respondent not to charge penal interest from complainant.

G.VIII Restrain the respondent from raising fresh demand for payment under any head, which is not the part of the payment plan as agreed at the time of booking.

G.IX Direct the respondent not to ask for the monthly maintenance charges for a period of 12 months or more before giving actual possession of unit completed in all aspects.

G.X Direct the respondent to not to charge anything irrelevant which has not been agreed to between the parties like Interest Free Maintenance Security Deposit, sinking fund, labour cess, electrical meter charges, Fixed Deposit towards the HVAT, PLC, Electrification Charges, water connection charges, Sewerage charges, Compound wall/ fencing Charges, welfare cess, Advance maintenance @ 24 months, registration and pasting fee, miscellaneous charges refundable IFM against construction etc., which in any case is not payable by the complainants.

30. The above-mentioned reliefs G.VI. to G.X. sought by the complainants are being taken together, as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

31. **Maintenance Charges:** The complainants raised an objection towards the amount raised towards maintenance charges. This issue has already



been dealt with by the Authority in complaint bearing no. **4031 of 2019** titled as **"Varun Gupta Vs. Emaar MGF Land Limited"** decided on **12.08.2021**, wherein it was held that the respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year.

32. Also, as per the clause 11.3 of the buyer's agreement the complainants agreed to pay the maintenance charges for one-year on and from the possession notice expiry date or the date of execution of Conveyance Deed. The relevant clause of the buyer's agreement is extracted below:

"The Allottee agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall pay Maintenance Charge (calculated at the estimated rate) for a period of one (1) year, which amount shall be adjusted against the actual Maintenance Charges applicable and chargeable to all the Unit owners in the Project from the time of handover."

33. Hence, the respondent is well within his rights to charge for the maintenance as per the agreed terms of the buyer's agreement executed between the parties.

34. The Authority is of the view that the respondent shall not charge anything from the complainants which is not part of the buyer's agreement executed between the parties. Thus, certain illegal demands raised in the offer of possession shall not be payable by the complainants. And if already paid by the complainants shall be refunded back to them.



35. On Consideration of documents available on record and pleadings made by the parties, the Authority observes that as per Schedule V annexed with buyer's agreement dated 19.01.2024 the total consideration of Rs.2,32,48,503/- is including power-backup charges, fire-fighting charges, site infrastructure charges, EDC/IDC and government taxes shall be as per applicable laws. The same can be charged by the respondent as per the agreement.

36. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement executed between the parties on 19.01.2024. The respondent is also not entitled to claim holding charges from the complainants/allottees at any point of time even after being part of the builder buyer agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

G.XI Direct the respondent not to force the complainants to sign any Indemnity cum undertaking indemnifying the builder from anything legal as a precondition for signing the conveyance deed.

37. The respondent is obligated not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019** titled as "**Varun Gupta V. Emaar MGF Land Limited**" decided on 12.08.2021.

G.XII Direct the respondent to provide the exact lay out plan of the said unit.

38. The Authority observes that that as per Section 11(3)(a) of the RERA Act of 2016, developers are mandated to provide allottees with sanctioned plans, layout plans, and specifications at the time of booking and the



issuance of the allotment letter. This disclosure ensures that homebuyers have comprehensive information about the proposed project from the outset. So, the respondent-builder is directed to provide all the necessary approvals layouts obtained from the competent authority to the complainant.

H. Directions of the authority

39. Hence, the Authority hereby passes this order and issue the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoters as per the functions entrusted to the Authority under Section 34(f) of the Act of 2016:

- I. The respondent is directed to pay delay possession charges at the prescribed rate of interest @ 10.80% per annum for every month of delay from the due date of possession i.e., August, 2025 till offer of possession plus two months after obtaining occupation certificate from the competent authority or actual handing over of possession whichever is earlier as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
- II. The rate of interest chargeable from the allottees by the respondent, 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



within a period of 30 days from date of this order. The complainants are directed to pay outstanding dues if any remain, after adjustment of delay possession charges within a period of next 30 days. The respondent shall handover the possession of the allotted unit to the complainants as per the specifications of buyer's agreement executed between the parties after obtaining occupation certificate from the competent authority.

- IV. The respondent is obligated not to place any condition or ask the complainants to sign an indemnity of any nature whatsoever, which is prejudicial to their rights as has been decided by the authority in complaint bearing no. **4031 of 2019** titled as **"Varun Gupta V. Emaar MGF Land Limited"** decided on 12.08.2021.
- V. The respondent-builder is directed to provide all the necessary approvals, layouts plans obtained from the competent authority to the complainants within a period of 30 days from the date of this order.
- VI. The respondent is directed to execute conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after handing over possession to the complainants.
- VII. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement. The respondent is also not entitled to claim holding charges




from the complainants/allottees at any point of time even after being part of the builder buyer agreement as per law settled by Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

VIII. A period of 90 days is given to the respondent to comply with the directions given in this order and failing which legal consequences would follow.

40. Complaint stands disposed of.

41. File be consigned to registry.



Phool Singh Saini
(Member)

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.02.2026

HARERA
GURUGRAM