

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

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| Complaint no. | : | 5346 of 2024 |
| Date of order | : | 12.12.2025 |

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| Sandeep Singh Bisht R/0: C6/D1, IIT Campus, Hauz Khas, New Delhi- 110016. | Complainant |
| Versus | |
| M/s Godrej Highview LLP Regd. office: Godrej One, 5 th floor. Pirojshanagar, Eastern Express Highway, Vikhroli, Mumbai-400079 | Respondent |

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| CORAM: | |
| Arun Kumar | Chairman |
| APPEARANCE: | |
| K.K Kohli (Advocate) | Complainant |
| Rohan Malik (Advocate) | 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 29 of the Haryana Real Estate (Regulation and Development) Rules, 2017 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 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 the project, the details of sale consideration, the amount paid by the complainant, date of proposed handing over the possession and delay period, if any, have been detailed in the following tabular form:

| S. N. | Particulars | Details |
|-------|-------------------------------------|--|
| 1. | Name and location of the project | "Godrej Nature Plus", Sector 33, Gurugram |
| 2. | Nature | Group housing project |
| 3. | Project area | 18.74 acres |
| 4. | DTCP License | 01 of 2014 dated 03.01.2014 |
| 5. | RERA registered/ not registered | Registered 18 of 2018 dated 30.01.2018 valid upto 30.01.2028 |
| 6. | Unit no. | J-0604, 6 TH FLOOR, tower J (As per page 28 of complaint) |
| 7. | Unit area admeasuring (carpet area) | 104.14 sq. m. (As per page 33 of complaint) |
| 8. | Allotment letter | 07.04.2018 (page 29 of complaint) |
| 9. | Date of Builder Buyer agreement | 22.06.2018 (As per page 39 of complaint) |
| 10. | Possession Clause | 6.1 <i>The Developer shall offer possession of the units comprised in Tower-E, G, H, J, T3, T4 to the buyer on or before 30.06.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event. Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. II, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be</i> |

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| | | <i>entitled to the extension of time for delivery of possession of the Unit.</i> |
| 11. | Due date of possession | 30.06.2023 + 6 MONTHS (as per possession clause) |
| 12. | Total sale consideration | Rs. 95,39,849/- (page 31 of complaint) |
| 13. | Amount paid | Rs.92,51,376/- (as per SOA on page 90 of complaint) |
| 14. | offer of possession | NOT OFFERED |
| 15. | Occupation certificate | 03.04.2023 (page 410 of reply) |

B. Facts of the complaint:

3. The complainant vide complaint have made the following submissions: -

- i. That the respondent no. 1 being M/S Godrej Highview LLP, is a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008, having its registered office at 5th Floor, Godrej One, Piroj shah Nagar, Eastern Express Highway, Vikhroli, Mumbai, Maharashtra - 400079 and its regional office at 3rd Floor, UM House Tower A, Plot No. 35, Sector-44, Gurugram, Haryana-122002.
- ii. That the respondent company issued an advertisement announcing a residential project called "Godrej Nature Plus" at Sector 33, Sohna, Gurugram, Haryana and thereby invited application from the prospective buyers for the purchase / allotment in the said project.
- iii. That the complainant induced by the assurances and representations made by the respondent, signed an application form for one unit on 25.02.2018 and made a payment towards booking of a unit no. J - 0604, Tower J in project Godrej Nature Plus situated at Sector 33, Sohna, Gurugram, Haryana measuring 86.03 sq. meters against a total area of 104.14sq. meters. The total cost being Rs. 95,39,850.

- iv. That on 22.06.2018, the complainant executed an agreement for sale for the said unit bearing no J 0604, Tower J, in project Godrej Nature Plus situated at Sector 33, Sohna, Gurugram, Haryana and the same was registered at Tehsil Sohna on 22.06.2018.
- v. That the possession, therefore, had to be given to the complainants by the respondent by 30.06.2023.
- vi. That since the time of booking, the complainant has been in communication with the representative of the respondent regularly seeking clarity concerning the status of the project and the delivery date but unfortunately the representatives of the respondent have been giving vague response.
- vii. That as is evident from the progress report of the respondent, the project of the respondent looks far from complete. The possibility of completion in the near future also seems to be remote.
- viii. That the complainant has been diligently making the payments as per the demands of the respondent company hoping that the possession will be ultimately delivered to them soon. But their hopes have been utterly shattered as the respondent has failed to intimate the complainant of any date of delivery of possession of the plot. That perturbed by the lingering silence on the part of the respondent, the complainant has preferred the present complaint before the Hon'ble authority to issue necessary directions to the respondent to immediately handover the possession of the unit to the complainant along with relevant delay possession charges for the delay.
- ix. "The developer must be held accountable to its representation. A flat purchaser who invests in a flat does so on an assessment of its potential. The amenities which the builder has committed to provide impinge on the quality of life for the families of purchasers and the potential for

appreciation in the value of the flat. The representation held out by the developer cannot be dismissed as chaff. True, in a situation such as the present it may be difficult for the court to quantify the exact nature of the compensation that should be provided to the flat buyers. The general appreciation in land values results in an increase in the value of the investment made by the buyers. Difficulties in determining the measure of compensation cannot however dilute the liability to pay. A developer who has breached a clear representation which has been made to the buyers of the amenities which will be provided to them should be held accountable to the process of law. To allow the developer to escape their obligation would put a premium on false assurances and representations made to the flat purchasers. Hence, in factoring in the compensation which should be provided to the flat buyers who are concerned in the present batch of appeals, we would necessarily have to bear this issue in mind."

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
 - i. To pay interest at the prescribed rate of 10.75% per annum for every month of delay on the amount paid by the complainant.
 - ii. To handover the unit in a habitable condition and to execute the conveyance deed.
 - iii. To not to charge anything from the complainants which is not the part of buyer's agreement.
 - iv. To not charge maintenance charges till the time the physical possession together with the amenities and the conveyance deed is handed over to the complainants.
 - v. To not levy any arbitrary charges, excess VAT deductions, etc. without handing over physical possession.

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 respondent:

6. The respondent vide reply contested the complaint on the following grounds:
- a) The respondent is in the process of developing a project by the name of "Godrej Nature Plus" on a land measuring 18.744 acres approx. at Sector 33 in Tehsil Sohna, Gurugram, Haryana. The project comprises of 1094 multi-storied apartment(s) and 19 shops along with amenities, facilities, services etc. The respondent was registered the project with this Hon'ble Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 and RERA Registration Certificate has been granted by Haryana Real Estate Regulatory Authority vide certificate no. 18 of 2018, dated 30.01.2018.
 - b) At the very outset, it is stated that the present complaint is wholly misconceived, erroneous, unjustified and ridden with wilful concealment of facts to mislead and abuse the process of this Hon'ble Authority. The complainant in the present complaint has wrongly alleged delay in delivery of possession. The complainant has sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various "force majeure events" and "reasons beyond the control of the developer".
 - c) The respondent seeks to state the following brief facts before raising the objections to the present complaint. That the complainant being the educated person, after satisfying himself with the project, vide application form dated 27.02.2018 applied for the allotment of J-0604 in the project for a sale consideration of Rs. 95,39,849/-.

- d) Pursuant to receipt of the requisite payment, the respondent allotted the said unit in favour of the complainant vide allotment letter dated 07.04.2018. Thereafter, the respondent called upon the complainant to execute the agreement for sale. In pursuance of the same, the AFS was executed on 22.06.2018 between the parties.
- e) 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.
- f) 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.
- g) 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 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.

- h) In addition to the above, there were restrictions/ban on construction activities in view of the Stage - III of Graded Response Action Plan 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 |

- i) 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 and received the OC on 03.04.2023.
- j) Therefore, it is submitted that since the signing of the AFS, the complainant was aware of the terms and conditions mentioned therein. And despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS, the complainant has filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession. The aforesaid is being done in spite of occurrence of

"force majeure event". The complainant is trying to mislead this Hon'ble Authority by suppressing material facts and stating wrong, incorrect and incomplete facts.

7. 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:

8. The respondent raised a preliminary submission/objection that the authority has no jurisdiction to entertain the present complaint. The objection of the respondent regarding rejection of complaint on ground of jurisdiction stands rejected. 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

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's as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11(4)(a)

Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the

case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

Section 34-Functions of the Authority:

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

F. Finding on objections raised by the respondent:

F.I Objections regarding force majeure.

12. The respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as construction ban, orders passed by various Authorities including orders passed by National Green Tribunal (hereinafter, referred as NGT), lockdown due to outbreak of Covid-19 pandemic.
13. The Authority, after careful consideration, finds that in the present case, the project falls under the Affordable Housing Policy, 2013, which contains specific stipulations regarding the completion of the project. As per Clause 1(iv) of the said Policy:

"All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the 'date of commencement of project' for the purpose of this policy. The licenses shall not be renewed beyond the said 4-year period from the date of commencement of project."

14. The respondent/promoter, having applied for the license under the Affordable Housing Policy, was fully aware of these terms and is bound by them. The Authority notes that the construction ban cited by the respondent, was of a short duration and is a recurring annual event, usually implemented by the National Green Tribunal (NGT) in November. These are known occurring events, and the respondent being a promoter, should have

accounted for it during project planning. Hence, all the pleas advanced in this regard are devoid of merits.

15. In accordance with the said policy the respondent was obligated to handover the possession of the allotted unit on or before 30.06.2023 unless there is delay due to force majeure event. So, the due date of subject unit comes out to be 30.06.2023. Further **as per HARERA notification no. 9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion/due date on or after 25.03.2020.** The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 30.06.2023 i.e., after 25.03.2020. Therefore, an extension of 6 months is to be given over and above the due date for handing over possession **in view of notification no. 9/3-2020 dated 26.05.2020**, on account of force majeure conditions due to the outbreak of Covid-19 pandemic. So, in such case the due date for handing over of possession comes out to 30.12.2023.

G. Findings on the relief sought by the complainant.

- G.I To pay interest at the prescribed rate of 10.75% per annum for every month of delay on the amount paid by the complainant.**
- G.II To handover the unit in a habitable condition and to execute the conveyance deed.**
- G.III To not to charge anything from the complainants which is not the part of buyer's agreement.**
- G.IV To not charge maintenance charges till the time the physical possession together with the amenities and the conveyance deed is handed over to the complainants.**
- G.V To not levy any arbitrary charges, excess VAT deductions, etc. without handing over physical possession.**
16. In the present complaint, the complainant 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)

17. Clause 6.1 of the buyer's agreement provides for handing over of possession and is reproduced below:

6.1. Possession

The Developer shall offer possession of the units comprised in Tower- E, G, H, J, T3, T4 to the buyer on or before 30.06.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event. Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

(Emphasis supplied)

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., 12.12.2025 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 complainant shall be charged at the prescribed rate i.e., **10.85%** by the respondent/ promoter which is the same as is being granted to it in case of delayed possession charges.
23. On consideration of the circumstances, the documents, submissions made by the parties and based on the findings of the Authority regarding contraventions as per provisions of Rule 28, the Authority is satisfied that the respondent is in contravention of the provisions of the Act. By virtue of clause 6.1 of the agreement executed between the parties on 22.06.2018 the possession of the subject apartment was to be delivered on or before 30.06.2023 unless there is delay due to force majeure event. Therefore, the

due date of handing over possession is 30.06.2023. The grace period of 6 months is allowed in the present complaint for the reasons mentioned above. Therefore, the due date of handing over possession comes out to be 30.12.2023. The respondent has failed to handover possession of the subject apartment within prescribed time. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. The Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainant as per the terms and conditions of the buyer's agreement dated 22.06.2018 executed between the parties.

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 for every month of delay from due date of possession i.e., 30.12.2023 till offer of possession after obtaining occupation certificate plus two months or actual handover of possession, whichever is earlier, at prescribed rate i.e., 10.85 % p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

H. Directions of the Authority:

25. 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 functions entrusted to the Authority under Section 34(f) of the Act of 2016:
- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 30.12.2023 till offer of possession plus two months or actual handover of possession,

whichever is earlier, as per section 18(1) of the Act read with rule 15 of the rules.

- ii. The respondent is directed to execute the registered conveyance deed in favour of the complainant within 3 months from the date of obtaining the occupation certificate.
- iii. The respondent shall not charge anything from the complainant which is not the part of the builder buyer's agreement.
- iv. 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.

26. Complaint stands disposed of.

27. File be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025

HARERA
GURUGRAM