

PROCEEDINGS OF THE DAY		81
Day and Date	Friday and 13.02.2026	
Complaint No.	MA NO. 876/2025 in CR/46/2025 Case titled as Rakesh Joshi VS Godrej Real View Developers Private Limited	
Complainant	Rakesh Joshi	
Represented through	Complainant in person	
Respondent	Godrej Real View Developers Private Limited	
Respondent Represented	None	
Last date of hearing	Application u/s 39 of the Act	
Proceeding Recorded by	Naresh Kumari and HR Mehta	

Proceedings

The present complaint was heard on 12.12.2025, the proceedings of the day dated 12.12.2025 is reproduced for reference:

"The complainant is seeking handover of the vacant possession of the unit.

The counsel for the respondent states that the offer has already been made to the complainant on receipt of occupation certificate on 31.03.2023. conveyance deed has also been executed on 05.12.2024."

The complainant has filed an application dated 29.12.2025 under Section 39 of the Act, 2016, seeking rectification in proceedings dated 12.12.2025.

- The Authority has passed an order for "possession of the unit", while the complaint was for "delay possession compensation" as mentioned on page 7 of the complaint.
- Granting "delayed possession compensation" was pronounced by the Authority in the hearing on 12.12.2025, which was also agreed by the respondents.
- Reference to previous judgement under complaint no. 4599 of 2024 by



HARERA
GURUGRAM

HARYANA REAL ESTATE REGULATORY AUTHORITY
GURUGRAM

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MANO ^{xq#xzke} 876/2025 in CR/46/2025

New PWD Rest House, Civil Lines, Gurugram, Haryana

नया पी. डब्ल्यू. डी. - विश्रम गृह, सिविल लाईंस, गुरुग्राम, हरियाणा

Authority was also cited in the hearing on 12.12.2025.

Heard.

None present on behalf of the respondent. Pleadings are on record.

Before proceeding with the matter, it would be appropriate to refer to the provisions of Section 39 of the Act, 2016 under which the present application has been preferred.

Section 39: Rectification of orders

"The Authority may, at any time within a period of two years from the date of the order made under this Act, with a view to rectifying any mistake apparent from the record, amend any order passed by it, and shall make such amendment, if the mistake is brought to its notice by the parties:

Provided that no such amendment shall be made in respect of any order against which an appeal has been preferred under this Act:

Provided further that the Authority shall not, while rectifying any mistake apparent from record, amend substantive part of its order passed under the provisions of this Act."

The arguments in the present complaint were heard and matter was disposed of on 12.12.2025.

The Authority observes that vide proceedings dated 12.12.2025, the Authority has merely recorded the contentions of both the parties and the matter was disposed of without giving any observation/ direction on merits of the case. Also, it is important to note that the said order is yet to be uploaded on the website of the Authority.

In view of the above, the application under Section 39 of the Act, 2016, stands dismissed, being not maintainable at this stage.

The rectification application stands dismissed accordingly. File be consigned to registry after uploading detailed order dated 12.12.2025.


Arun Kumar
Chairman
13.02.2026

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

Complaint no.: 46 of 2025
Date of decision: 12.12.2025

Rakesh Joshi
Both R/o: - GH-13/929, Paschim Vihar,
New Delhi

Complainant

Versus

M/s. Godrej Real View Developers Pvt. Ltd.
Office: 3rd Floor, UM House, Tower-A, Plot no. 35-P,
Gate no. 1, Sector-44, Gurugram-122002.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Complainant in person
Rohan Malik (Advocate)

Complainant
Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. No.	Particulars	Details
1.	Name of project	"Godrej Meridien-I"
2.	Location of project	Sector-106, Gurugram
3.	Nature of project	Group Housing
4.	DTCP License	License no. 18 of 2008
5.	HRERA registered	Registered Vide registration no. 05 of 2018 Dated-18.05.2018
6.	Allotment letter	03.08.2018 (page 18 of complaint)
7.	Unit no.	T2-0905, 9 th floor, tower 2 (As per page 35 of complaint)
8.	Unit Area	93.30 sq. m. (As per page 35 of complaint)
9.	Agreement For Sale	29.10.2018 (As per page 27 of complaint)
10.	Possession clause	CLAUSE 7 POSSESSION OF THE UNIT: 7.1 Schedule for possession of the said Unit: <i>The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and the units falling under Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force majeure Event, Court orders, Government Policy/guidelines, Government decisions</i>

		<i>affecting the regular development of the real estate project. If, the completion of the project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the unit.</i> [Emphasis supplied]
11.	Due date of possession	30.03.2023 [30.09.2022+6 months on account of Covid-19]
13.	Sale consideration	Rs. 1,25,69,072/- (as per BBA on page 36 of complaint)
14.	Amount paid	Rs. 1,25,69,072/- (as per SOA on page 75 of complaint)
15.	Occupation certificate	31.03.2023 (As on page no. 328 of reply)
16.	Offer of possession	13.05.2024 (as stated by respondent)
17.	Conveyance Deed	05.12.2024 (page 19 of reply)
18.	Possession Handover Letter	14.12.2024 (page 54 of reply)

B. Facts of the complaint:

3. The complainant has pleaded the following facts:
- i. Complainant made all milestone payments well before the time stipulated by Respondent for each milestone
 - ii. Entire sale price of Rs. 1,25,69,072/-, has been paid in full.

- iii. All other payments including price of unit, maintenance and electricity charges, property tax (with interest), etc., has been paid by the Complainant
- iv. Conveyance Deed is executed in the name of Complainant.
- v. Possession and Key handover documents are signed in protest by the Complainant and was notified in writing to the Respondent before signatures. Relevant emails attached.
- vi. Default by Respondent The respondent has defaulted in below obligations committed in the signed Agreement to Sell and Haryana RERA Act:
 - a) Clause 7.1 Delay in handing over physical possession of the unit. Committed timeline was 30 Sept 22
 - b) Clause 7.1 Delay in handing over complete uninterrupted possession of the unit. One key of the unit is still retained by Respondent to rectify the defects highlighted by Complainant
 - c) Clause 7.2 Not offering possession within three (3) months of receiving Occupation Certificate
 - d) Clause 7.3 Not giving possession on or before Possession Notice Expiry Date, i.e., 31 May 2024
 - e) Clause 7.4 - No Car Park space allotted
 - f) Clause 7.6 - No compensation/interest paid for each month of delay
 - g) Clause 1.2 non-payment of taxes till up to the date of handing over the possession.

C. Relief sought by the complainant:

4. The complainant has sought following reliefs:
 - i. Direct the respondent to hand over possession of the unit and without any further delay.

- ii. Direct the respondent to pay the delayed possession charges on the amount paid by the complainant towards the allotment of the unit.
5. On the date of hearing, the Authority explained to the respondents /promoter about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. The respondent has contested the complaint on the following grounds:
 - i. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana.
 - ii. That the respondent submits that there has been no delay in the development of the said project, except for force majeure events or reasons beyond the control of the developer. In fact, the respondent acting in the best interest of the allottees including the complainants herein have put in extra resources and efforts to complete the development of the project before the extended period of completion. Accordingly, the respondent has successfully developed the project in all aspects and have secured the Occupation Certificate for the project on 31.03.2023. Consequently, upon securing the Occupation Certificate, the respondent offered possession to the complainant on 13.05.2024 and thereafter executed Conveyance Deed on 05.12.2024 and handed over the physical possession of the unit to the complainants.
 - iii. That the complainants approached the respondent for booking of a unit in the project and after completely satisfying themselves with the

- description of the project, the complainants vide Application Form dated 25.06.2018 applied for the allotment of a residential unit.
- iv. Subsequent to that, the respondent vide the Allotment Letter dated 03.08.2018, allotted a unit bearing no. T2 - 0905 in the project for a total sale consideration of Rs.1,25,69,072/-.
- v. Upon receipt of the booking amount, the respondent called upon the complainants to execute the Agreement for Sale. In pursuance of the same, the Agreement for Sale was executed on 29.10.2018 between the parties.
- vi. At this stage, before going further into facts as they transpired, it is important to highlight certain agreed terms and conditions of the AFS and Application Form, which was read and agreed upon by the complainant:

Clause 7.1: Schedule for possession of the said Unit;

*The Developer shall offer possession of the units falling in Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions **unless there is delay due to Force Majeure Event, Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project**. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that Developer shall be entitled to the extension of time for delivery of possession of the Unit.*

Relevant clauses under Application Form

• **Clause 14:**

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

- vii. In the year 2020, the entire world fell in the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that the pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nation-wide lockdown and other disruptions in material supply chain and labour issues. It is to be noted that even the Government of India had declared Covid-19 as a force majeure event.
- viii. This Authority also reviewed the situation independently and released an order/circular dated 26.05.2020, wherein it has been clarified that all the registered projects under the Authority for which the date of completion or revised completion date or extended completion date as per registration expired on or after 25.03.2020, shall be extended automatically by 6 months, invoking force *majeure* clause. In view of the aforesaid, the registration of the project automatically got extended by six months from 30.09.2023 till 31.03.2024.
- ix. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid -19 pandemic and thereafter, are mentioned herein below:
- 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.*
 - 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.*
 - Market recession and negative customer sentiment towards real estate.*

- x. That the business of construction is labour intensive and shortage of labour and material due to Covid and reasons beyond the control of the respondent had led to slowdown of construction, thereby affecting the pace and schedule of construction of the project and thereby its expected handover dates. The Hon'ble Appellate Court granted approximately one and a half year (exactly 20 months and 28 days) to the project situated in NCR Region keeping in mind the devastating effect of both the waves of Covid 19. The argument of second wave is captured in paragraph no. 7 of the said judgement.
- xi. That the adverse effects of Covid -19, which admittedly is a force majeure event and its effects in all spheres of life including the real estate sector are being faced even today. In fact, its crippling effects till June 2022 were duly recognised by the Hon'ble Supreme Court in a *suo motu* action in which the Hon'ble Supreme Court granted extension in limitation on court filings, let alone construction activities which are more labour-intensive activities. Therefore, it is clear that the timeline for delivery of possession stood extended due to force majeure events and the respondent is not in breach of any of its obligations.
- xii. Furthermore, it is submitted that post the resumption of the construction activity, the respondent had tried its best to resume the pace of work of project in order to deliver the complainant's unit within the stipulated timelines.
- xiii. That apart from the restrictions imposed by the authorities in view of Covid 19, various other authorities (including courts, pollution control boards/Air Quality management authorities) also banned construction activities in NCR Region. Vide Order dated 29.10.2018 ban was from 01.11.2018 to 10.11.2018, Order dated 24.12.2018 ban was from

24.12.2018 to 26.12.2018, Order dated 11.10.2019 ban was from 11.10.2019 to 31.12.2019, Order dated 04.11.2019 ban was from 04.11.2019 to 16.11.2019, Order dated 16.11.2021 ban was from 16.11.2021 to 21.11.2021 and Order 24.11.2021 ban period was 24.11.2021 to 20.12.2021 passed by various concerned authorities/courts, banning/ restricting various construction activities such as work time restrictions, use of DG sets at construction sites. These orders could not be anticipated. That total ban period under these orders is 140 days.

xiv. In addition to the above, there were restrictions/ban on construction activities in view of the Stage -III of Graded Response Action Plan ("GRAP") in NCR region. Total ban period in terms of these orders is 130 days. A table capturing details of all the GRAP Orders banning construction activity in NCR is provided below:

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

xv. That despite facing odds of force majeure events (Covid -19), the respondent kept the construction activity at full swing (in permissible limits) and received the Occupation Certificate on 31.03.2023.

- xvi. Ultimately, after completing the development of the project and after securing the necessary permissions including NOC(s) and Occupation Certificate for the project, the respondent offered possession of the unit to the complainants vide letter dated 13.05.2024 and vide email dated 15.05.2024.
- xvii. Thereafter, on 05.12.2024 the complainants and the respondent duly executed the Conveyance Deed and handed over physical possession of the unit.
- xviii. Therefore, since the signing of the AFS and Application Form, the complainants were aware of the terms and conditions mentioned therein. Despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS and Application Form, the complainants have filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession. The aforesaid is being done in spite of occurrence of "*force majeure event*" (outbreak of covid 19, declared as force majeure event) and the reasons beyond the control of the developer.
- xix. That the terms and conditions agreed in the AFS do not provide for any relief to the complainants without attributing any breach on the part of the respondent. Thus, the complainants are bound by the aforesaid terms and the law of the land.
- xx. Thus, in view of the aforesaid factual scenario, the respondent cannot be held responsible for any delay in handing over the possession of the unit, in fact, the respondent is taking all the desired steps at its end to secure the interest of its allottees. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

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

E. Jurisdiction of the authority

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

E.I. Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District, therefore this authority has complete territorial jurisdiction to deal with the present complaint.

E.II. Subject matter jurisdiction

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

Section 11

.....

(4) The promoter shall-

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

11. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be

decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the objections raised by the respondent:

F.1 Objection regarding Force Majeure circumstances.

12. The respondent has taken an objection that the construction of the project was delayed due to force majeure conditions such as various orders passed by the concerned authorities (including courts, pollution control boards/Air Quality management authorities), outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which the construction activities came to stand still, and the said period be excluded while calculating the due date. In the present case, the 'Agreement for Sale' was executed between the parties on 29.10.2018. As per clause 7 of the Agreement dated 29.10.2018, the due date for offer of possession of the unit was 30.09.2022.

7. Possession

7.1 The Developer shall offer possession of the units falling in Phase-I on or before 30.09.2022 and units falling in Phase II on or before 30.09.2023("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court Orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

[Emphasis supplied]

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

respondent in lieu of the notification of the Authority. Thus, the due date of possession comes out to be 30.03.2023.

13. The respondent has submitted that due to various orders of the Authorities and court, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, shortage of labour etc., but these were for a short period of time and are the events happening every year. The respondent was very much aware of these event and thus, the promoter/ respondent cannot be given any further leniency based on the aforesaid reasons.

G. Findings on the relief sought by the complainant.

G.I Direct the respondent to hand over possession of the unit and without any further delay.

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

14. The above said reliefs are interconnected, thus are being dealt together. In the present complaint, the complainants booked a unit in the project namely "Godrej Meridien-I", being developed by the respondent in Sector-106, Gurugram. The complainant was allotted a unit bearing no. T2-0905 on 9th Floor in Tower-2, in the project "Godrej Meridien-I" situated in Sector 106 of the respondent for a sale consideration of Rs.1,25,69,072/- and the complainant has paid a sum of Rs.1,25,69,072/- till date. The Agreement for Sale was executed between the parties on 29.10.2018.

15. In the present complaint, the complainant intend to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

Section 18: - Return of amount and compensation

"If the promoter fails to complete or is unable to give possession of an apartment, plot or building, -

.....

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

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

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

"7.1 POSSESSION

The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and units falling under Phase I on or before 30.09.2022 ("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]

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

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

The complainant intends to continue with the project and is seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

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

(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%. Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public."

19. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
20. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 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 complainants shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same as is being granted her in case of delayed possession charges.
23. On consideration of the documents available on record and submissions made by the parties regarding contravention as per provisions of the Act, the Authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the agreement dated 29.10.2018, the due date was agreed to be 30.09.2022. Also the grace period of 6 months is granted to the respondent on account of Covid-19. Occupation certificate was granted by the concerned authority on 30.03.2023 and the respondent offered possession of the unit to the complainant on 13.05.2024. However, the Authority observes that the respondent obtained the Occupation Certificate from the concerned authorities on 31.03.2023 and thereafter, issued the "Offer of possession" to the complainant on 13.05.2024 (as stated by respondent). The Conveyance Deed has been executed in favour of the complainants on 15.12.2024 and the Possession Handover Letter has been issued on 14.12.2024.
24. The Authority is of the view that there is delay on the part of the respondent to offer possession of the subject unit and it is failure on part of the promoter to fulfil its obligations and responsibilities as per the agreement for sale dated 29.10.2018 to hand over the possession within the stipulated period.
25. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the Occupation Certificate was granted by the competent authority on 31.03.2023 but the respondent offered

possession of the unit to the complainant only on 13.05.2024, after a delay of more than one year. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. These 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession till offer of possession plus two months, after receiving the Occupation certificate or actual handing over of possession, whichever is earlier.

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

H. Directions of the Authority

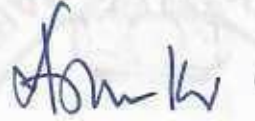
27. Hence, the Authority hereby passes this order and issues the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoter as per the functions entrusted to the Authority under section 34(f) of the Act:
- i. The respondent is directed to pay interest at the prescribed rate of 10.85% p.a. for every month of delay from due date of possession i.e., **30.03.2023** till the date of valid offer of possession plus 2 months after

obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier; at prescribed rate i.e., 10.85% p.a. as per proviso to section 18(1) of the Act read with rule 15 of the rules.

ii. 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.

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

29. File be consigned to registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 12.12.2025

HARERA
GURUGRAM