# BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

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| **Complaint no.:** | **6698 of 2025** |
| **Date of complaint:** | **07.01.2026** |
| **Date of order:** | **17.07.2026** |

1. Madhu Chhabra
2. Pradip Chhabra

**Both resident of:** B-72, Vijay CGHS Ltd, Krishna Residency, Sector – 18A, Plot no 17, Dwarka, New Delhi 110078. **Complainants**

Versus

M/s Godrej Real View Developers Private Limited
**Having Regd. Office at:** - 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400079.
**Also at:** - 3rd Floor, UM House, Plot No 35, Sector 44, Gurgaon, Gurugram, Haryana, 122002. **Respondent**

**CORAM:**
Shri Arun Kumar **Chairman**

**APPEARANCE:**
Shri Harshit Batra (Advocate) Complainants
Shri Rohan Malik (Advocate) 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 under the provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

## A. Unit and project related details

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

| S. N. | Particulars | Details |
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| 1. | Name and location of the project | "Godrej Meridien - II", Sector 106, Gurugram |
| 2. | Nature of the project | Group Housing Project |
| 3. | Project area | 14.79 acres |
| 4. | DTCP license no. | 18 of 2008 dated 02.02.2008<br>valid up to 01.02.2030 |
| 5. | Name of licensee | M/s Godrej Real View Developers Private Limited |
| 6. | RERA Registered or not registered | **Registered**<br>**For Godrej Meridien – II**<br>**[Project area – 1.113 acres]**<br>06 of 2018 dated 18.05.2018<br>valid up to 29.03.2024 (Inclusive of grace on account of Covid-19) |
| 7. | RERA registration certificate extension's | a. Extension No. 14 of 2024 dated 05.07.2024 granted up to 28.03.2025;<br>b. Project Continuation - RC/ REP/ HARERA/ GGM/ 6 of 2018/ 7(3)/ 84/ 2025/ 26 dated 27.08.2025;<br>**Extension granted up to 31.12.2027.** |
| 8. | Unit no. | T3-2001, 19th floor, Tower 3<br>(As per clause I of AFS at page 71 of complaint) |
| 9. | Unit area admeasuring | 113.97 sq. mtrs. (carpet area)<br>24.00 sq. mtrs. (exclusive area)<br>**137.97 sq. mtrs. [Total area)]**<br>(As per clause I of AFS at page 71 of complaint) |
| 10. | Allotment letter | 25.10.2021<br>(As per page 50-53 of complaint) |
| 11. | Date of execution of Agreement for Sale | 31.12.2021<br>(As per page 59-151 of complaint) |

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| 12. | Possession clause | **7. Possession of the unit:**<br>***7.1 Schedule for possession of the unit:***<br>*The promoter agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.*<br>***The developer shall offer possession of the*** *units falling in Godrej Meridian Phase I on or before 30.09.2022* ***and units failing under Phase II on or before 30.09.2023*** *["Completion Time Period"] ...*<br>**[Emphasis supplied]**<br>(As per page no.85 of complaint) |
| 13. | Due date of possession | **30.09.2023**<br>(Note: as mentioned in clause 7.1 of AFS.) |
| 14. | Basic sale consideration | Rs.1,49,72,921.43/-<br>(As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 141 of the complaint) |
| 15. | Total sale consideration **[BSP + IFMS + EDC/IDC + Other charges + GST]** | Rs.1,91,00,000/-<br>(As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 141 of the complaint) |
| 16. | Amount paid against the allotted unit | Rs.1,84,10,297.90/-<br>***[inclusive of advance/ timely rebate total amounting to Rs.14,17,752.90/- given by respondent and TDS amounting to Rs.27,545/-.]***<br>(As mentioned in SOA dated 07.06.2026 at page 282 of reply) |
| 17. | Payment Plan | Construction linked payment plan<br>(As per page no. 143 of the complaint) |
| 18. | Occupation Certificate/ completion certificate | **30.09.2024**<br>*[For Tower 3, 7 & part basement]*<br>(As per page no. 266-268 of reply) |

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| 19. | Offer of possession | 10.01.2026 [Via Email]<br>(As per the documents submitted by the complainant vide application dated 08.05.2026 under Section 151 of CPC. |
| | | 12.01.2026<br>(As per page no. 270-281 of reply) |
| 20. | Letter by respondent w.r.t acceptance of advance of ***Rupees One Crore*** & assurance to give rebate to such advance. | 12.05.2022<br>[rebate to be given @7.5% per annum]<br>(As per page no. 159 – 160 of complaint as well as at page no. 264 – 265 of reply) |

**B. Facts of the complaint:**

3. The complainants have made the following submission: -

I. That the complainants, are peace loving and law-abiding citizens and presently residing at Plot no. 17, Near Venkateshwar Hospital Dwarka, Sector 18A, South- West Delhi 110075 and squarely fall under the definition of "Allottee" under section 2(d) of the Act.

II. That the respondent is a real estate company and is developing apartments in a project known in the name and style of "Godrej Meridian", situated at Godrej Meridian, Sector-106, Dwarka Expressway, District Gurugram, Haryana. The respondent is the promoter of the project within the meaning of Section 2(zk) of the Act and hence is liable for all the acts and omissions detailed in the succeeding paragraphs.

III. The as per the representations made by the respondent, the Town and Country Planning Department, Haryana Government has granted the approval/sanction to develop the project vide approval dated 02.02.2008 bearing license No. 18 of 2008. The DTCP vide memo no LC-1017(II)-PA(SN)2017/20988 dated 24.08.2017 grated the Change of Developer Approval/Transfer of License No 18 of 2008 in favour of the promoter.

IV. That the complainant having relied on the assurances, representations, and warranties made by the respondent, proceeded to book a commercial apartment within the respondent's project. The complainants applied for allotment of an apartment vide application dated 19.10.2021 and made a partial payment of Rs.19,10,000/- towards the total price of the apartment and the same has been acknowledged by the respondent via receipts dated 20.10.2021.

V. That the complainants were allotted apartment bearing no. T3-2001 on 19th floor in Phase 2 area admeasuring 113.97 sq mtrs as carpet area and 24 sq mtrs is exclusive area in the said project vide the allotment letter dated 25.10.2021. It is pertinent to mention herein that the total price of the apartment as detailed in the allotment letter was Rs.1,91,00,000/.

VI. That it is pertinent to be mentioned herein that the respondent, since the very beginning of this transactional relationship, has been unfaithful and acted unlawfully towards the complainants herein. That it is submitted that the said details of pricing mentioned above, mentions a total sum of Rs.26,04,552.54/- which has been charged under the head "Exclusive area of the unit". That it is submitted that the said term is nothing but a sham way of charging from the complainants the amount against the super area which, as per the RERA Act, is unlawful and illegal and the Respondent is under the obligation to refund the same. That the Respondent has acted unlawfully and illegally in charging against the super area and the same is not in consonance with the notification dated 07.05.2021 passed by the Haryana Real Estate Regulatory Authority, Gurugram whereby it has been held that the builders can only charge for the carpet area of the unit and not the super area.

VII. That it is submitted that the complainants made an initial payment of Rs.19,10,000/- at the time of booking. Clause 3 of the allotment letter explicitly acknowledges that the respondent has received the aforementioned sum of Rs.19,10,000/- from the complainants.

VIII. That subsequently, the complainants and the respondent entered into as agreement for sale dated 31.12.2021, which detailed the terms of the allotment, the terms of the agreement were heavily biased in favor of the respondent, rendering it substantially one-sided.

IX. That the complainants were coerced into signing the agreement for sale due to the substantial sum of Rs.19,10,000/- having been already paid at the time of booking. The complainants were left with no reasonable alternative but to execute the agreement, as failure to do so would have resulting in the forfeiture of the entire amount paid. This left the complainants in a position of undue disadvantage, where refusal to sign would lead to financial loss. Consequently, the execution of the agreement was not voluntary but compelled under duress, leaving the complainants with no viable recourse.

X. That as per the payment plan outlined in the Allotment Letter and the Agreement, till date the Complainants have made a payment of Rs.1,69,65,000/- which has been duly acknowledged by the Respondent via receipts. The remaining balance was payable upon possession of the apartment. The Complainants have fully complied with the terms and conditions of the Allotment Letter and the Agreement, ensuring that all payments were made within the stipulated timeframes.

XI. The complainant submits that they have acted in utmost good faith throughout the course of the transaction, adhering strictly to all contractual obligations. All payments have been made promptly and without default, thereby demonstrating the complainant's bona fide intent and commitment. In light of such compliance, any delay or deficiency in performance by the respondent cannot be attributed to the complainant.

XII. That all payments were not only made in a timely manner but were also acknowledged by the respondent through issuance of duly signed payment receipts at each stage of the transaction. These acknowledgments serve as conclusive evidence of the complainant's compliance with financial obligations. The respondent 's acceptance of these payments without objection reinforces the legitimacy and continuity of the contractual relationship. Therefore, any subsequent claims or defences raised by the respondent, questioning the complainant's performance, are without merit and ought to be disregarded in light of the documented acknowledgments evidencing consistent and full payment.

XIII. The respondent acted with mala fide intent by unlawfully imposing interest on the complainant for a minimal delay of only 21 days in the payment of an instalment. Despite the complainant having already paid the interest amount of Rs.12,306/- calculated at the rate of 18% per annum, such as levy is impermissible after implementation of RERA. Under the post-RERA regime, promoters are not legally entitled to levy interest at 18% on delayed instalments, rendering the Respondent's action is illegal and unjustified and the same should be liable to be refunded.

XIV. That the agreement clearly stated that the possession would be handed over before 30.09.2023, as the case may be, but the same has not been done by the respondent in the present case. That the timely delivery of the possession of the unit was the essence of the agreement and the non-fulfilment of the terms of the agreement has resulted into a breach of the terms and conditions of the said agreement by the respondent.

XV. That it was the duty on part of the respondent to apply for the Occupation Certificate (OC) and offer the possession of the unit within three months of the said approval. Not only was the respondent responsible for obtaining the OC but as per the terms and conditions of the agreement, the developer is responsible for indemnifying the complainant in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the respondent.

XVI. That the respondent has failed to hand over possession of the allotted unit within the agreed timeline, without any justifiable cause. Such delay squarely attracts the provisions of Section 18 of the Real Estate (Regulation and Development) Act, 2016, which casts a statutory obligation upon the promoter to compensate the allottee for delay in handing over possession. The delay has resulted in serious financial consequences and hardship to the complainant, for which the respondent is legally liable.

XVII. That the complainant had deposited a substantial advance sum of Rs.1,69,65,000/- towards the purchase of the subject unit. The respondent, vide letter dated 12.05.2022, expressly accepted the complainant's request for grant of rebate in consideration of the advance payment made, as evident from the letter dated 12.05.2022. Through the said communication, the respondent unequivocally conveyed its consent and willingness to extend the agreed rebate on the aforesaid amount. The respondent also acknowledged the basis and manner of computation of such rebate.

XVIII. That the respondent has deliberately and with mala fide intent levied GST at the rate of 18% instead of the legally applicable rate of 12% upon the complainant. Such wrongful and excessive charging has been carried out with the sole object of deriving undue and unlawful financial gain. The said act amounts to arbitrary, unfair, and illegal enrichment at the cost of the complainant and constitutes a clear violation of statutory provisions, thereby entitling the Complainant to appropriate reliefs, including refund of the excess amount charged.

XIX. That the respondent had malafidely delayed in the payment of the TDS for the said return / rebate and due to respondent's inordinate delay in making the payment of TDS and handing over possession of the subject unit, the said amount became liable to be assessed to income tax in the hands of the complainant under the head "Income from Other Sources." In addition, thereto, the respondent deducted 10% of the total rebate amount towards Tax Deducted at Source (TDS), treating the same as interest income. Consequently, the complainant was compelled to suffer an unwarranted tax burden and deprivation of funds, despite the fact that the rebate was compensatory in nature and not a result of any voluntary income-generating activity. The combined effect of the income tax liability and the deduction of TDS have resulted in grave and substantial financial loss to the complainant, directly attributable to the respondent's failure and delay in delivering possession of the unit within the agreed timeline.

XX. That despite the compensatory character of the said amount, the complainant was compelled to bear income tax liability thereon, as the same was treated as taxable income under the Income Tax Act, 1961. As, the promoter deducted TDS @10% under Section 194A, thereby blocking a substantial portion of the complainant's funds.

XXI. That the deduction of TDS and the consequent income tax liability resulted in a significant and immediate financial loss to the complainant, inasmuch as the complainant was deprived of the use of his own funds and was forced to suffer tax outgo on an amount received solely because of the promoter's default.

XXII. That, without prejudice to the submissions as noted above, even if any statutory adjustment may be allowed, it does not obliterate the financial prejudice suffered, as the tax liability itself arose only due to the inordinate delay attributable to the promoter. The temporary deprivation of funds, procedural delays in refund, and cash flow blockage constitute real and measurable loss.

XXIII. The Respondent has violated the provisions of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 by failing to deliver possession of the unit by the stipulated date of 30.09.2023, as agreed upon in the builder-buyer agreement. Despite the lapse of more than two years from the promised date, the respondent has neither offered possession nor demonstrated any concrete steps toward handing over the unit. Such inaction constitutes a clear breach of contractual and statutory obligations.

XXIV. That since the very beginning the complainants have been trapped in the delaying gimmick and the malafide conduct of the respondent and has been gravely defrauded, harassed, and tortured both mentally and financially by the respondent. After having paid 70% advance Total Price and the respondent's misappropriation and misuse of the same. That the complainants are entitled to get the refund of illegal demands paid by the complainants from due date of payment till actual realization with interest at prescribed rate under the Act. Further, the complainants are entitled to delayed possession charges from due date of possession till actual handover of possession of the Plot.

XXV. As per Section 18(1)(a) of the Act, in the event of delay in possession, the Respondent is liable to pay interest for every month of delay at the prescribed rate, until the actual delivery of possession, including interest and all losses suffered as a natural consequence thereof. The tax burden and TDS deduction are direct, proximate, and foreseeable consequences of the respondent's failure. The complainant, being the aggrieved allottee, is entitled to such interest as delay compensation.

XXVI. That the respondent, through their inaction and delay tactics, has not only failed to fulfil their obligations under the agreement but has also caused undue hardship to the complainant. As per Section 18 of the Real Estate (Regulation and Development) Act, 2016, the complainant is entitled to interest for the period of delay, and the respondent must be held accountable for the same, the respondent is also obligated to hand over possession of the unit at the earliest, Further, in accordance with Section 11 of the Act, respondent also obligated to give complete access to the sanctioned building plans, other build up plans and specifications. The continuous non-compliance and evasive conduct of the respondent amount to a serious breach of statutory and contractual obligations, warranting immediate redressal and compensation to the complainant.

XXVII. That for over five months, repeated requests were made to the respondent to provide a complete, true and certified statement of account, detailing:

- Total amounts received;
- Adjustment against demands raised;
- GST charged and adjusted;
- Interest accrued on the deposited amount; and
- TDS deducted and adjusted.

XXVIII. Despite several written communications and telephonic follow-ups, the Respondent has failed to provide the said information. Such conduct constitutes deficiency of service, unfair trade practice, and a blatant violation of the promoter's obligations under Section 11(4)(a) of the RERA Act.

XXIX. The complainant respectfully submits that the Respondent has acted in contravention of Section 11(3)(a) of the Real Estate (Regulation and Development) Act, 2016, which expressly mandates that the promoter shall provide the allottee with all sanctioned plans, layout plans, and specifications. The respondent, however, has failed to discharge this statutory obligation by deliberately withholding such essential documents, despite repeated requests. This omission not only violates the complainant's statutory right to full disclosure but also reflects a blatant disregard for transparency and accountability. The respondent 's non-compliance with this provision constitutes a continuing breach, both of law and the underlying agreement, entitling the Complainant to seek appropriate legal remedies.

XXX. That after having taken 90% of the total price from the complainants and even then, have not providing the possession of the apartment and the respondent has violated Section 11 of the Act.

XXXI. The RERA Act is a welfare legislation enacted to protect homebuyers and to ensure transparency, accountability and fairness on the part of promoters. The deliberate withholding of material financial information by the respondent has kept the complainant in complete uncertainty regarding the exact status of her account and alleged dues. Such continuous non-disclosure defeats the very object of the Act and undermines the trust reposed by allottees in the statutory framework of RERA. The respondent's conduct is therefore not only unlawful but also contrary to the legislative intent behind the enactment.

XXXII. That the respondent's acts and omissions have caused severe mental agony, harassment and financial distress. The complainant has been compelled to pursue the respondent relentlessly for basic account information, which ought to have been voluntarily disclosed. The prolonged uncertainty, coupled with financial loss and tax burden, entitles the complainant to compensation under the settled principles of law and RERA jurisprudence.

XXXIII. That in addition, it needs to be noted that the complainants have always been kept in dark with respect to the development of the project and extortion of illegal demands. That the complainants hereby mention that being tired of the delaying tactics of the respondent and frivolous behaviour, the complainants are left with no other option but to file this complaint before the Authority.

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

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

   a. Direct the respondent to handover physical possession of the apartment to the complainants immediately;

b. Direct the respondent to pay delay possession charges from 30.09.2023 till actual handover;
c. Grant leave to the complainants to seek compensation before the Ld. Adjudicating office;
d. Compensation for financial loss arising out of additional tax liability and TDC deduction;
e. Refund of the amount charged as interest for the delay payment of instalment;
f. Compensation for mental agony and harassment; and
g. Direct the respondent to set off/ adjust the delay possession charges against any future demands raised.
h. Pass any other such or further order as may be deemed fit by this Authority in favor of the complainants in the interest of justice and fair play.

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

**D. Reply by the respondent.**

6. The respondent has contested the complaint on the following grounds: -

i. That the respondent has been involved in the business of real estate development and hold a prominent status in the real estate market. It is known for its construction quality and infrastructure, and also for delivering quality standards of living to its customers.

ii. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" ("Project") comprising of multi-storied residential buildings and other amenities, facilities, services, etc. on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said Project was registered with the Hon'ble Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 ("RERA Act") and Haryana

RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/2018/06.

iii. 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 complainants have filed the present complaint wrongly alleging 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".

iv. At the outset, the respondent submits that there has been no delay in the development of the said project, except for force majeure events or reasons beyond the control of the developer. The respondent has successfully developed the unit of the complainant and has secured the Occupation Certificate ("OC") for the same on 30.09.2024. Consequently, upon securing the OC, the respondent has offered possession to the complainant on 12.01.2026, however, the complainants have not discharged their payment obligations in terms of the possession Intimation Letter and AFS and has consequently failed to come forward to take the possession of the Unit till date. Thus, there is no breach on respondent's behalf in this regard.

v. 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.

vi. That the respondent seeks to state the following true and correct facts before raising objections to the present complaint. The complainant approached the respondent for booking of a unit in the project. After completely satisfying themselves with the description of the project, the complainant vide application form dated 19.10.2021 applied for the allotment of a residential unit.

vii. Subsequent to that, the respondent vide the allotment letter dated 25.10.2021 allotted a unit bearing No. T3-2001 in Tower No. 3 in Phase-2 in the project for a total sale consideration of Rs.1,91,00,000/-.

viii. Upon receipt of the booking amount, the Respondent called upon the complainant to execute the Agreement for Sale ("AFS"). In pursuance of the same, the AFS was executed on 31.12.2021 between the parties.

ix. 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:

***Relevant clauses under Agreement for Sale:***

- ***Clause 7.1: Schedule for possession of the said Unit;***
*The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and* ***units failing 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 the Developer shall be entitled to the extension of time for delivery of possession of the Unit.*
***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 3 Government and/or other public competent authority/court affecting the regular development of the Project.*
- ***Clause 7.6:*** *Compensation - The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for Interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.*
***Except for occurrence of a Force Majeure Event, Court orders,*** *Government policy/ guidelines, decisions, if the Developer fails to complete or is unable to give possession of the Unit alongwith Car Park Space (if applicable):*
*(i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1;*

It is also noteworthy to mention that there are similar clauses in the model agreement introduced as Haryana Real Estate (Regulation and Development) Rules, 2017 by the RERA Authority.

x. In the meantime, while the Project was being developed, in the year 2020, the entire world fell in the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that the pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nation-wide lockdown and other disruptions in material supply chain and labour issues. It is to be noted that even the Government of India had declared Covid-19 as a force majeure event.

xi. 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 this 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 foregoing, the registration of the project stood automatically extended by a further period of six months, i.e., from 30.09.2023 until 29.03.2024. Such extension ensued by operation of law, in consideration of the continuing impact of the Covid-19 pandemic upon the real estate sector, together with ancillary factors including scarcity of labour and construction materials, all of which materially affected the timelines for possession. The said extension is duly covered and exempted under the notification issued by this Honourable Authority.

xii. Further, a brief of various difficulties that were faced by the Respondent while developing the Project during the Covid -19 pandemic and thereafter, are mentioned herein below:

a. Due to second wave of covid, the construction workers went back to their hometowns. Movement of labourers to construction sites was further worsened due to closing of borders and lockdown imposed by other state governments. Other labourer issues such as 14 days quarantine, social distancing, frequent sanitisation of workplace etc. In view of the second wave, the Hon'ble Panchkula Authority granted respite to the Developers for 3 months (01.04.2021 to 30.06.2021) on the account of force majeure event i.e., specific to "**second wave of covid 19**". It is also a matter of common knowledge that second wave of covid 19 was much graver than the first wave and thus, the damage and slowdown that was caused due to second wave in the project was way more than 3 months.

b. Acute shortage of imported material, raw material in the market owing to interstate import restrictions. Contractors refusing to execute works at site in view of increased prices in raw material like copper, aluminium etc.

c. Market recession and negative customer sentiment towards real estate.

xiii. 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.

xiv. 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.

xv. 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 while completing minor snagging/ de-snagging, deep cleaning etc.

xvi. 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 around 140 days.

xvii. 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 172 days.

xviii. That on 27.04.2022 a request had been made by the complainants to the respondent to accept the advance payment towards the unit and further requested to avail the benefit of rebate for early payments as per agreed terms and conditions of the AFS. In response thereto, the respondent, being a customer centric organization, vide letter dated 12.05.2022 accepted the said request of the complainants and agreed to accept the payment of amount of Rs. 1,00,00,000/- as advance towards the unit. That through aforesaid letter, it was duly informed to the complainants that the benefit of the rebate will be calculated on per annum basis and shall always be subject to net of applicable GST and TDS. The complainants had duly acknowledged and accepted the same and the said letter also forms part of the captioned complaint as Annexure C6 therein.

xix. At this stage, it will not be out of place to mention that despite facing odds of force majeure events (Covid-19), the Respondent continued the construction activities to the fullest permissible extent and proceeded to apply for the Occupation Certificate. Ultimately, the OC was granted on 30.09.2024.

xx. Further, the respondent offered possession of the unit to the complainants vide letter dated 12.01.2026 subject to payment and fulfilment of the terms and conditions under the AFS and the said letter.

xxi. That there is an outstanding amount (principal + interest) of Rs.7,57,118.23/- due and payable by the Complainants.

xxii. Therefore, that since the signing of the AFS and application form, 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 and application form, the complainants 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" (outbreak of covid 19, declared as force majeure event) and the reasons beyond the control of the developer. The complainant is trying to mislead this Authority by supressing material facts and stating wrong, incorrect and incomplete facts.

xxiii. 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.

xxiv. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

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

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

## F. Findings on the objections raised by the respondents:

### F.I Findings on the objection with regard to force majeure circumstances:

13. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Hon'ble Punjab and Haryana High court, Hon'ble NGT, shortage of labour, outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondents, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded while calculating the due date. All the pleas advanced in this regard are devoid of merits. *Firstly,* the respondent has submitted that due to various orders of the Authorities and Courts, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, water shortage, labour shortage etc, but these were for a short period of time and are the events happening every year and the respondent was very much aware of these events. *Secondly,* the respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. The Authority has gone through the possession clause 7.1 of the agreement for sale and observed that the respondent/ promoter assures to handover the possession of the allotted unit by 30.09.2023. Further, quoting HARERA notification no.

9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the booking application form as well as allotment letter had been issued by the respondent in favour of the complainant on 25.10.2021 and agreement for sale was executed between the parties on 31.12.2021, which is much after the effect of Covid and hence, no grace period is allowed to the respondent. Thus, the respondent- promoter cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

**G. Findings regarding relief sought by the complainants:**

**G.I Direct the respondent to handover physical possession of the apartment to the complainants immediately;**

**G.II Direct the respondent to pay delay possession charges from 30.09.2023 till actual handover;**

**G.III Refund of the amount charged as interest for the delay payment of instalment;**

**G.IV Direct the respondent to set off/ adjust the delay possession charges against any future demands raised.**

**G.V Pass any other such or further order as may be deemed fit by this Authority in favor of the complainants in the interest of justice and fair play.**

14. The above-mentioned relief 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 booked a unit in the project "Godrej Meridien-II", Sector-106, Gurugram, being developed by the respondent herein and was allotted a unit bearing no. T3-2001 at 19th floor in tower-T3, admeasuring area of 113.97 sq. mtr. carpet area and 24 sq. mtr. exclusive area, comprising 137.97 sq. mtr. (total area) vide allotment letter dated 25.10.2021. Thereafter, an agreement for sale was executed between the complainants and the respondent on 31.12.2021, for the total sale consideration of Rs.1,91,00,000/- out of which the complainant paid an

amount of Rs.1,84,10,297/- *[inclusive of advance/ timely rebate total amounting to Rs.14,17,752.90/- given by respondent and TDS amounting to Rs.27,545/-].*

16. In the present complaint, the complainants intends to continue with the project and as provided under the proviso to Section 18(1) of the Act. Section 18(1) proviso reads as under.

> *"**Section 18: - Return of amount and compensation**
> 18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, — ..........................
> **Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."***

17. As per clause 7.1 of the agreement for sale dated 31.12.2021, talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

> ***7. Possession of the unit:***
> ***7.1 Schedule for possession of the unit:*** *The promoter agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.*
> ***The developer shall offer possession of the units*** *falling in Godrej Meridian Phase I on or before 30.09.2022* ***and units failing under Phase II on or before 30.09.2023 ["Completion Time Period"]*** *...*
>
> ***[Emphasis supplied]***

18. **Due date of handing over possession:** The Authority observes that as per agreement for sale dated 31.12.2021, the respondent/ promoter has proposed to deliver the possession of the said unit by 30.09.2023. Hence, the due date of handing over possession comes out to be 30.09.2023.

19. **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.*

20. 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.

21. 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., 17.07.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

22. 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;"*

23. 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 delayed possession charges.

24. 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 agreement for sale dated 31.12.2021. The respondent assures to offer the possession of the unit on or before 30.09.2023. Therefore, the due date of handing over of possession comes to be 30.09.2023. In the present case, the complainants were offered possession by the respondent on 12.01.2026 i.e., after obtained occupation certificate on 30.09.2024 from the competent authority. (Copies of the same have been already placed on record). However, the respondent has failed to handover possession of the subject unit within prescribed time. Accordingly, the Authority is of the considered view that there is delay on the part of the respondent/ promoter to offer of possession of the allotted unit to the complainants, as per the terms and conditions of the agreement for sale dated 31.12.2021 executed between the parties.

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 30.09.2024. The respondent offered possession of the unit in question to the complainant only on 12.01.2026. So, it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the

date of offer of possession. This 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 that the delay possession charges shall be payable from the due date of possession i.e. 30.09.2023 till the date of offer of possession plus two months.

26. 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., 30.09.2023 till valid 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.

27. That as per Section 19(6) and 19(7) of the Act, 2016, every allottee shall be responsible to make necessary payment as per the agreement for sale along with prescribed interest on outstanding delayed payments from the allottee(s). In view of the same, the complainants shall make the requisite payment within a period of 2 months of the date of issuance of issue a revised account statement after adjustment of delayed possession charges within a period of 30 days and the complainants are directed to pay the outstanding dues, if any remains after adjustment of interest for delayed period to the respondent, as per the provisions of Section 19(6) and 19(7) of the Act, 2016.

- **Conveyance Deed**

28. The Authority further observes and deems fit that 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 complainants. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. The respondent/ promoter has obtained the occupation certificate on 30.09.2024. As per clause 10 of the agreement for sale dated 31.12.2021, the respondent shall prepare and execute along with allottee a conveyance deed to convey the title of the said plot in favour of the allottee but only after receiving full payment of total price of the plot and the relevant clause of the agreement is reproduced for ready reference: -

> ***10. Conveyance of the said unit:***
> *"The Developer, on receipt of Total Price of unit/ Apartment along with car parking space (if applicable), along with any increase in the taxes/ charges/ fees/ levies etc. (if any), shall execute and register a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.*
> *Provided that the unit/ apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas and facilities as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the Notice, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Developer."*
>
> ***[Emphasis Supplied]***

29. It is to be further noted that Section 11(4)(f) provides for the obligation of respondent-promoter to execute a registered conveyance deed of the plot along with the undivided proportionate share in common areas to the association of the allottees or competent authority as the case may be as provided under Section 17 of the Act of 2016 and shall get the conveyance deed executed after obtaining the CC from the competent authority.

30. As far as the relief of transfer of title is concerned, the same can be clearly said to be the statutory right of the allottee as Section 17 (1) of the Act provides for transfer of title and the same is reproduced below for ready reference:

*"Section 17: Transfer of title.*
*17(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."*

31. As occupation certificate of the unit has been obtained from the competent authority on 30.09.2024, therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the Authority directs the respondent to execute the conveyance deed in favour of the complainants after payment of applicable stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

**G.VI Grant leave to the complainants to seek compensation before the Ld. Adjudicating office;**

**G.VII Compensation for financial loss arising out of additional tax liability and TDC deduction;**

**G.VIII Compensation for mental agony and harassment.**

32. The complainants are seeking above mentioned relief w.r.t compensation and legal expenses. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra),*** has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

**H. Directions of the Authority: -**

33. 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 promoter as per the functions entrusted to the Authority under Section 34(f) of the Act: -

i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.09.2023 till valid 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. The arrears of such interest accrued from due date of possession till the date of order by the Authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order.

ii. The respondent is directed to issue a revised statement of account after adjusting the delay possession charges within a period of 30 days to the complainants. The complainants are directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of revised statement of account.

iii. The rate of interest chargeable from the allottee(s) by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

iv. The respondent is further directed to handover the physical possession of the allotted unit to the complainants, after obtaining of occupation certificate from the competent authority, as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016 and thereafter, the complainants are obligated to take the physical possession within 2 months as per Section 19 (10) of the Act, 2016.

v. The respondent is directed to execute the registered conveyance deed in terms of Section 17 (1) of the Act of 2016 within a period of 90 days after payment of requisite stamp duty and administrative charges by the complainants.

vi. The respondent shall not charge anything from the complainants which is not the part of the agreement for sale dated 31.12.2021.

34. Complaint as well as application, if any, stands disposed of accordingly.

35. File be consigned to the registry.

**(Arun Kumar)**
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
**Dated: 17.07.2026**