

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

Complaint no.: 5079 of 2025
Date of complaint: 03.10.2025
Date of order: 17.07.2026

1. Deepak Soni

2. Sweety Soni

Both resident of: Flat No. 1203, Tower - 15, Orchid Petals,
Sohna Road, Sector - 49, Gurugram, Haryana - 122018.

Complainants

Versus

M/s Godrej Highview LLP

Having Regd. Office at: - Godrej One, 5th Floor,
Pirojshanagar, Eastern Express Highway, Vikhroli (East),
Mumbai, Maharashtra - 400079.

Respondent**CORAM:**

Shri Arun Kumar

Chairman**APPEARANCE:**

Shri Rajul Shrivastava (Advocate)

Shri Rohan Malik (Advocate)

Complainants
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. No.	Particulars	Details
1.	Name and location of the project	"Godrej Nature Plus", Sector 33, Sohna, Gurugram
2.	Nature	Group housing project
3.	Project area	18.74 acres
4.	DTCP License	01 of 2014 dated 03.01.2014 Renewed up to 02.01.2030
5.	Name of licensee	M/s Godrej Highview LLP
6.	RERA registered/ not registered	Registered 18 of 2018 dated 30.01.2018 Valid up to 30.01.2026
7.	RERA Extension	Extension No. 03 of 2026 dated 06.02.2026 Extension granted up to 29.01.2027
8.	Unit no.	T3-2101 at 20 th floor in Tower-T3 (As per clause G of AFS at page 45 of complaint)
9.	Unit area admeasuring	107.70 sq. mtr. (carpet area) 21.72 sq. mtr. (balcony area) 129.42 sq. mtr. (total area) (As per clause G of AFS at page 45 of complaint as well as per Schedule-A with AFS at page 62 of complaint)
10.	Allotment letter	26.10.2022 (As per page 32 – 40 of complaint)
11.	Agreement for sale	28.10.2022 (As per page 42 – 71 of complaint)
12.	Possession Clause	7. Possession of The Apartment for Residential: 7.1 Schedule for possession of the said apartment for residential: <i>The promoter agrees and understands that timely delivery of possession of the</i>



		<i>Apartment for Residential along with parking (if applicable) 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(l)(f) of Rules, 2017, is the essence of the Agreement.</i> <i>The promoter assures to hand over the possession of the apartment for residential along with parking (if applicable) to the allottee(s) on or before 30th June, 2023 (or as may be mentioned in customer BBA, unless there is delay or failure due to "force majeure", war, flood, drought fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature, reasons beyond the control of the Promoter, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project (Force Majeure). If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential.</i> [Emphasis Supplied] (As per page 50 of complaint)
13.	Due date of possession	30.06.2023 (Note: the due date is calculated as mentioned in possession clause 6.2 of AFS)
14.	Basic sale consideration	Rs.1,29,52,482.69/- (As per clause 1.2 of AFS at page 46 of complaint as well as per Schedule-C with AFS at page 64 of complaint)

15.	Total sale consideration	Rs.1,72,56,305/- (As per clause 1.2 of AFS at page 46 of complaint as well as per Schedule-C with AFS at page 64 of complaint)
16.	Amount paid against the unit	Rs.1,55,30,673.72/- paid up to 28.03.2023 (As per SOA dated 12.09.2025 at page 72 of complaint)
17.	Occupation certificate	<u>Not obtained for the tower in which unit of the complainants is situated.</u> and 03.04.2023 (for tower no. G, H, J & EWS) (As per copy of OC at page 74 - 76 of complaint)
18.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submission: -

- I. That the present complaint has been filed by the complainants under Section 12 read with Section 14, 18 & 19 of the Real Estate (Regulation and Development) Act, 2016 for violation of Section 11(4)(a) of the Act wherein it has inter-alia been prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the Act and the Rules to the allottee(s) as per the agreements executed between them.
- II. That the complainants in the year 2022 were looking to purchase a residential unit specifically an apartment, and the complainants were approached by the respondent for purchasing a unit in the residential colony being developed by the respondent named "Godrej Nature Plus" situated at Sector 33, Sohna, Gurgaon, Haryana. Based on the various representations made by the respondent, the complainants paid an amount of Rs.8,62,816/- towards the booking of a flat numbered GODNPST3-2101 admeasuring 107.7 square meters as carpet area in the project of the

respondent, on 11.10.2022. Subsequently, several demands were made and the complainant paid all the amounts, without any delay.

- III. That the complainant and the respondent executed an agreement to sell on 28.10.2022 which clearly stated that the date of possession shall be 30.06.2023. Basis the representation made by the respondent, especially the date of possession, the complainant went ahead and signed the agreement to sell. The respondent kept raising demands to the tune of approximately Rs.1,55,30,674/- which the complainant paid on time. No other demand was raised by the respondent.
- IV. That the respondent was, for reasons best known to it, did not offer possession to the complainant by 30.6.2023. The complainant kept asking the respondent for the reasons for the delay and by when will the possession be offered, however the complainant kept receiving evasive replies. The complainant came to know that there are only a few towers that has been granted the occupation certificate, however tower GODNPST3 in which the complainant had booked the unit, is still yet to be completely constructed. As per verbal assurances provided by the respondent, the construction shall be complete by December 2025, and then the OC shall be applied for. However, the ground reality is different and the complainant when visited the site, saw that the said tower is still not complete by all standards.
- V. The complainants complied with each payment demand as was raised by the respondent, however it is now more than 2 years that the complainant has been waiting for possession of the unit, however the complainant continues to wait for the same.
- VI. It is pertinent to note that the complainant has paid almost 90% of the total sale consideration but there has been an inordinate delay on the part of the respondent in offering possession of the unit.

- VII. That such acts are absolutely against Section 18 of the Act, it is submitted that as per Section 18 of the Act the respondent was liable to pay interest to the complainants at a prescribed rate of interest which as per Rule 15 of the Rules is prescribed as the highest marginal cost of lending rate plus two percent.
- VIII. That the respondent has failed to offer possession of the unit to the complainants within the time promised. It is further submitted the said delay continues since legal possession of the Unit has not been offered to the complainants till date.
- IX. It is furthermore submitted that none of the circumstances that have resulted in this inordinate delay, were and are, beyond the control of the respondent. The complainants feel cheated because it is apparent that the promises made by the respondent were nothing but false and dishonest.
- X. The complainants have been facing irreparable loss and damage as they have already paid an amount of Rs.1,55,30,673/- against the unit to the respondent and even after the expiry of more than 2 (two) years from the promised date of possession, the same has not been offered to the complainants till date.
- XI. That the complainants had booked the unit in the project in the year 2022 and since then they have eagerly awaited possession of their unit. Therefore, despite the inordinate delay that has been caused by the respondent, which delay still continues, the complainants seek possession of the unit, habitable and complete in all respects along with appropriate compensation for the period of delay caused by the respondent.
- XII. It is stated that the project, "Godrej Nature Plus" is registered with this Authority and hence the present complaint is within the jurisdiction of this Authority.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
 - i. Direct the respondent to handover the possession of the unit to the complainants upon receipt of occupation certificate and other relevant statutory compliances and complete in all respects and in conformity with the agreement to sell and for the consideration mentioned therein, with all additional facilities, warranties and as per the quality standards promised and to execute necessary and required documents in respect of the unit in favor of the complainant upon receipt of Occupation Certificate;
 - ii. Direct the respondents to pay interest @11.10% per annum to the complainant from the promised dated of possession i.e., 30.06.2023 till the actual handing over of possession by the respondent along with all the necessary documents and common areas and facilities as promised at the time of booking being made by the complainant;
 - iii. Direct the respondent to pay a sum of Rs.2,00,000/- to the complainants towards litigation costs;
 - iv. Pass any other relief(s) which this Authority may deem fit.
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 holds a prominent status in the real estate market.
 - ii. The respondent is in the process of developing a project (in phase wise manner) 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 registered the project with this Authority under the provisions of the Act 2016 and RERA

registration certificate has been granted by Authority bearing no.18 of 2018, dated 30.01.2018.

- iii. 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. That the complainants being the educated person, after satisfying themselves with the project, vide application form dated 11.10.2022 applied for the allotment of unit no. 2101, 20th floor, in Tower 3 in the project for sale consideration of Rs.1,72,56,305/-.
- v. Pursuant to receipt of the requisite payment, the respondent allotted the said unit in favour of the complainants vide an allotment letter dated 26.10.2022. Thereafter, the respondent called upon the complainants to execute the agreement for sale. In pursuance of the same, the agreement for sale dated 28.10.2022 between the parties.
- vi. As per clause 7.1 of the AFS, the promoter assures to handover possession of the apartment for residential along with parking (if applicable) to the allottee on or before 30.06.2023 unless there is delay or failure due to "Force Majeure", war, flood, drought fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature, reasons beyond the control of the promoter, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project (Force Majeure). If, the completion of the project is delayed due to the above conditions, then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment for residential.
- vii. As per clause 9.1 of the AFS deals with the cases in which compensation, if any, to be given to the complainants. The said clause categorically excludes

liability of respondent to pay any compensation in case of occurrence of a force majeure event, Court orders, Government policy/ Guideline, decisions affecting the timeline for offer of possession.

- viii. That while the project was being developed in the year 2020, the entire world fell into the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that all 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 on 13.05.2020.
- ix. That this Authority also reviewed the situation independently and released an order dated 26.05.2020, wherein it has been clarified that all the registered projects with this Hon'ble Authority shall be extended automatically by 6 months, invoking force majeure clause. In view of the aforesaid, the registration of the Project automatically got extended from 30.12.2023.
- x. 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 the 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 the second wave of Covid-19 was much worse than the first wave and thus, the damage and slowdown that was caused due to the second wave in the project was way more than 3 months.
 - b. Market recession and negative customer sentiment towards real estate.

- xi. That the business of construction is labour intensive and shortage of labour and material due to covid-19 also qualify as reasons beyond the control of the developer/ respondent. This had led to slowdown of construction, thereby affecting the pace and schedule of construction of the project and thereby its expected handover dates. In this regard, reliance is also placed on the persuasive value of the judgment of Hon'ble UP REAT (Appellate Tribunal) in "*Central Government Employees Welfare Housing Org. Vs Rajender Mohan Saxena*" Appeal No. 197/2023, in which the Hon'ble Appellate Tribunal has granted a benefit of zero period to the developer for both the waves of covid-19 (i.e., First and Second Wave). The Hon'ble Appellate Court granted approximately one and a half year (exactly 20 months and 28 days) to the project situated in NCR Region keeping in mind the devastating effect of both the waves of Covid-19. The argument of second wave is captured in paragraph no.7 of the said judgement.
- xii. That the adverse effects of covid -19, which admittedly is a force majeure event are being faced even today in all spheres of life including the real estate sector. 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.
- 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 such as work time restrictions, use of DG sets at construction sites 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. These orders could not be anticipated. That total ban period under these orders is 142 days.

- xiv. In addition to the above, there were restriction/ban on construction activities in view of the Stage-III Graded Response Action Plan ("GRAP") in the NCR region. Total ban period in term of their orders is 172 days.
- xv. That an amount of Rs.1,55,30,673/- has been paid by the complainants to the respondent out of total sale consideration of the unit i.e., Rs.1,72,56,305/-.
- xvi. 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. In light of the above, the complainants are not entitled to any relief as prayed in the complaint under reply and the present complaint is liable to be dismissed as baseless and misconceived.
- xvii. That the complainants while signing the application form and AFS agreed for the terms and conditions mentioned therein, specifically Clause 7.1 of the ATL. The aforesaid clauses expressly state that the completion time period shall be extended in the event of any force majeure event orders/ notifications/ decisions/ guidelines/ policy passed by any competent authority. Thus, the complainants consenting to the aforesaid terms and having the knowledge regarding the circumstances occurred (both Covid-19 and various ban order passed by the competent authorities) during the development project, which were beyond control of the respondent, has

filed the present complaint seeking interest on delay on delivery of possession. The same is devoid of merit and liable to be dismissed at the very threshold. In view of the same, no delay is attributable to the respondent in the present case.

xviii. That in view of the above stated facts in preliminary facts and objections to the maintainability of the complaint, it is humbly submitted that the complaint of the complainants be dismissed with costs and no relief be granted to the complainant.

7. All other averments made in the complaint were denied in toto.
8. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of 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 30.06.2023. 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 26.10.2022 and buyer's agreement was executed between the parties on 28.10.2022, 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 the possession of the unit to the complainants upon receipt of occupation certificate and other relevant statutory compliances and complete in all respects and in conformity with the agreement to sell and for the consideration mentioned therein, with all additional facilities, warranties and as per the quality standards promised and to execute necessary and required documents in respect of the unit in favor of the complainant upon receipt of Occupation Certificate;**
 - G.II Direct the respondents to pay interest @11.10% per annum to the complainant from the promised dated of possession i.e., 30.06.2023 till the actual handing over of possession by the respondent along with all the necessary documents and common areas and facilities as promised at the time of booking being made by the complainant;**
 - G.III Pass any other relief(s) which this Authority may deem fit.**
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 complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to Section 18(1) of the Act, 2016, as well as handover of the

amenities, as promised in agreement for sale. 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."

16. As per clause 7.1 of the buyer's agreement dated 28.10.2022 talks about the possession of the unit to the complainant, the relevant portion is reproduced as under: -

7. Possession of The Apartment for Residential:

7.1 Schedule for possession of the said apartment for residential:

The promoter agrees and understands that timely delivery of possession of the Apartment for Residential along with parking (if applicable) 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(l)(f) of Rules, 2017, is the essence of the Agreement.

The promoter assures to hand over the possession of the apartment for residential along with parking (if applicable) to the allottee(s) on or before 30th June, 2023 (or as may be mentioned in customer BBA, unless there is delay or failure due to "force majeure", war, flood, drought fire, cyclone, earthquake, epidemic, pandemic or any other calamity caused by nature, reasons beyond the control of the Promoter, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project (Force Majeure). If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment for Residential.

[Emphasis supplied]

17. **Due date of handing over possession:** The Authority observes that as per agreement for sale dated 28.10.2022, the promoter has proposed to deliver the possession of the said unit by 30.06.2023. Hence, the due date of handing over possession comes out to be 30.06.2023.
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., 17.07.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
21. The definition of term 'interest' as defined under Section 2(z) 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:

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

Explanation. —For the purpose of this clause—

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

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same as is being granted to the complainants in case of delayed possession charges.
23. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 6.2 of the agreement for sale dated 28.10.2022. The respondent assures to offer the possession of the unit on or before 30.06.2023. However, the respondent has failed to handover possession of the subject unit to the complainants. 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. Moreover, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
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 no.1 - promoter is established. As such, the allottee shall be paid, by the promoter, interest for every month of delay from the due date of possession i.e., 30.06.2023 till offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

25. The respondent-promoter is further directed not to charge anything from the complainants, which is not the part of the agreement for sale dated 28.10.2022.

• **Conveyance deed**

26. 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 not obtained the completion certificate. As per clause 10 of the agreement for sale dated 28.10.2022, 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 apartment:

"The Promoter, on receipt of Total Sale Price of Apartment for Residential along with parking (if applicable), as per 1.2, shall execute and register a conveyance deed in favour of allottee(s) preferably within three months from receipt of Possession Notice and convey the title of the Apartment upon which possession will be granted to the Allottee.

Provided that the apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas 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 and complete all formalities prescribed by the Promoter within the period mentioned in the Possession Notice the Allottee authorizes the Promoter 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 Promoter."

[Emphasis Supplied]

27. 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.

28. 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."

29. In view of the above, the respondent is directed to execute the registered conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016, after receipt of occupation certificate from the competent authority and upon payment of requisite stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any.

G.IV Direct the respondent to pay a sum of Rs.2,00,000/- to the complainants towards litigation costs;

30. The complainant is seeking above mentioned relief(s) 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: -

31. 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., 30.06.2023 till offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
- ii. 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 and interest for every month of delay shall be paid by the promoter to the allottee(s) before 10th of the subsequent month as per Rule 16(2) of the Rules.
- iii. 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.
- iv. 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.

- v. 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.
 - vi. The respondent is further 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.
 - vii. The respondent shall not charge anything from the complainants which is not the part of the agreement for sale dated 28.10.2022.
32. Complaint as well as application, if any, stands disposed of accordingly.
33. File be consigned to the registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026