

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

Date of order: 22.05.2026

NAME OF THE BUILDER		M/s GODREJ REAL VIEW DEVELOPERS PRIVATE LIMITED	
PROJECT NAME		"GODREJ MERIDIAN-I", Sector 106, Gurugram.	
Sr. No.	Case No.	Case title	Appearance
1.	CR/3891/2025	Deepak Jaswani V/S M/s Godrej Real View Developers Private Limited	Ms. Srishti Singh (Advocate for complainant)  Shri Rohan Malik (Advocate for respondent)
2.	CR/3897/2025	Jagvir Singh Bhandari V/S M/s Godrej Real View Developers Private Limited	Ms. Srishti Singh (Advocate for complainant)  Shri Rohan Malik (Advocate for respondent)
3.	CR/3901/2025	Nikhil Goel and Namrita Goel V/S M/s Godrej Real View Developers Private Limited	Ms. Srishti Singh (Advocate for complainant)  Shri Rohan Malik (Advocate for respondent)
4	CR/4026/2025	Annu Walia V/S M/s Godrej Real View Developers Private Limited	Ms. Srishti Singh (Advocate for complainant)  Shri Rohan Malik (Advocate for respondent)

**CORAM:**

Shri Arun Kumar

**Chairman****ORDER**

1. This order shall dispose of the aforesaid complaints titled above filed before this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

2. The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Godrej Meridian-I" at Sector 106, Gurugram, being developed by the same respondent/promoter i.e., M/s Godrej Real View Developers Private Limited. The terms and conditions of the buyer's agreements and fulcrum of the issue involved in all these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question, seeking possession of the unit along with delayed possession charges and other reliefs.
3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

<b>Project Name and Location</b>	<b>"Godrej Meridian-I" at Sector 106, Gurugram.</b>
<b>Project area</b>	<b>14.793 acres</b>
<b>Nature of the project</b>	<b>Group Housing Colony</b>
<b>DTCP license no. and other details</b>	18 of 2008 dated 02.02.2008 <b>Valid up to 01.02.2030</b>
<b>Name of licensee</b>	<b>M/s Godrej Real View Developers Private Limited</b>
<b>RERA Registered/ not registered</b>	<b>Registered</b> <b>Godrej Meridien - I</b> <b>[For project area - 8.61 acres]</b> <b>For Tower no. 1, 2 (Residential Tower), EWS, Commercial, Community building and Nursery School.</b> a. 05 of 2018 dated 18.05.2018 valid up to 29.03.2024 + 6 months Covid i.e., 29.09.2024; b. Extension no. 28 of 2024 dated 16.12.2024 granted up to 28.03.2025; c. Project Continuation - RC/ REP/ HARERA/ GGM/ 5 of 2018/ 7(3)/ 83/ 2025/ 25 dated 27.08.2025;



	<b>Extension granted up to 31.12.2027.</b>
<b>Possession clause as per buyer's agreement</b>	<b>7. Possession of the unit:</b> <b>7.1 Schedule for possession of the unit:</b> <i>The developer 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.</i> <b>The developer shall offer possession of the units falling in Godrej Meridian Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ["Completion Time Period"] ...</b> <b>[Emphasis supplied]</b>
<b>Due date of possession</b>	<b>30.03.2023</b> [30.09.2022 + 6 months] (Note: as mentioned in clause 7.1 of AFS + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.)
<b>Occupation certificate</b>	<b>31.03.2023</b> [For Tower 1, 2 & EWS]
<b>Offer of possession</b>	15.05.2024

Sr. No.	Complaint no., Case title, Date of filing of complaint and reply status	Unit no. and size	Allotment Letter (AL) and Agreement for sale (AFS)	Total sale consideration and Total amount paid by the complainant in Rs.	Status of OC/ CC and Offer of possession
1.	CR/3891/2025  Deepak Jaswani V/S M/s Godrej Real View Developers Private Limited  DOF: 25.08.2025  RR: 06.03.2026	T2-1003, 10 <sup>th</sup> Floor, Tower 2 95.23 sq. mtrs. (carpet area) 16.44 sq. mtrs. (exclusive area) 111.67 sq. mtrs. (Total area)  [As per clause I of	<b>AL:</b> <b>04.08.2018</b> [As per page 45-48 of reply]  <b>AFS:</b> <b>03.10.2018</b> [As per page 25 of complaint]	<b>BSC:</b> <b>Rs.1,25,03,130/-</b> & <b>TSC:</b> <b>Rs.1,53,78,938/-</b> [As per pricing sheet i.e., Schedule-V annexed with AFS at page 66 of complaint]  <b>AP:</b> <b>Rs.1,53,78,938/-</b> [As mentioned in SOA dated 01.03.2025 at	<b>OC/ CC:</b> <b>31.03.2023</b>  <b>OFP:</b> <b>15.05.2024</b> [As per page 91- 95 of complaint]  <b>CD:</b> <b>18.12.2024</b> [As mentioned in possession letter at page 212 of reply]  <b>Possession letter &amp; Key</b>



		AFS at page 32 of complaint]		page 74-75 of complaint]	handover letter: 18.12.2024 [As per page 212-215 of reply]
2.	<p><b>CR/3897/2025</b></p> <p>Jagvir Singh Bhandari V/S M/s Godrej Real View Developers Private Limited</p> <p><b>DOF:</b> 25.08.2025</p> <p><b>RR:</b> 06.03.2026</p>	<p>T2-1504, 14<sup>th</sup> Floor, Tower 2</p> <p>102.97 sq. mtrs. (carpet area)</p> <p>24.12 sq. mtrs. (exclusive area)</p> <p>127.09 sq. mtrs. (Total area)</p> <p>[As per clause I of AFS at page 36 of complaint]</p>	<p><b>AL:</b> <b>30.03.2021</b> [As per page 46-49 of reply]</p> <p><b>AFS:</b> <b>15.04.2021</b> [As per page 25 of complaint]</p>	<p><b>BSC:</b> <b>Rs.1,25,14,200/-</b> &amp; <b>TSC:</b> <b>Rs.1,60,00,012/-</b> [As per pricing sheet i.e., Schedule-V annexed with AFS at page 104 of complaint]</p> <p><b>AP:</b> <b>Rs.1,60,46,546/-</b> [As mentioned in SOA dated 06.06.2024 at page 119 of complaint]</p>	<p><b>OC/ CC:</b> <b>31.03.2023</b></p> <p><b>OFFP:</b> <b>15.05.2024</b> [As per page 136-140 of complaint]</p> <p><b>CD:</b> 26.11.2024 [As mentioned in possession letter at page 240 of reply]</p> <p><b>Possession letter &amp; Key handover letter:</b> 24.05.2025 [As per page 240-244 of reply]</p>
3.	<p><b>CR/3901/2025</b></p> <p>Nikhil Goel and Namrita Goel V/S M/s Godrej Real View Developers Private Limited</p> <p><b>DOF:</b> 25.08.2025</p> <p><b>RR:</b> 06.03.2026</p>	<p>T2-1804, 17<sup>th</sup> Floor, Tower 2</p> <p>102.97 sq. mtrs. (carpet area)</p> <p>24.12 sq. mtrs. (exclusive area)</p> <p>127.09 sq. mtrs. (Total area)</p> <p>[As per clause I of AFS at page 35 of complaint]</p>	<p><b>AL:</b> <b>30.08.2020</b> [As per page 45-48 of reply]</p> <p><b>AFS:</b> <b>02.09.2022</b> [As per page 28 of complaint]</p>	<p><b>BSC:</b> <b>Rs.1,38,11,622/-</b> &amp; <b>TSC:</b> <b>Rs.1,80,00,000/-</b> [As per pricing sheet i.e., Schedule-V annexed with AFS at page 72 of complaint]</p> <p><b>AP:</b> <b>Rs.1,80,00,000/-</b> [As mentioned in SOA dated 21.08.2025 at page 80-81 of complaint]</p>	<p><b>OC/ CC:</b> <b>31.03.2023</b></p> <p><b>OFFP:</b> <b>15.05.2024</b> [As per page 109-113 of complaint]</p> <p><b>CD:</b> 02.05.2025 [As mentioned in para 7 at page 3 of reply]</p> <p><b>Possession letter &amp; Key handover letter:</b> 04.05.2025</p>



					[As per page 236-240 of reply]
4.	<b>CR/4026/2025</b>  Annu Walia V/S M/s Godrej Real View Developers Private Limited  <b>DOF:</b> 25.08.2025  <b>RR:</b> 06.03.2026	T2-1402, 13 <sup>th</sup> Floor, Tower 2  102.97 sq. mtrs. (carpet area) 24.12 sq. mtrs. (exclusive area) 127.09 sq. mtrs. (Total area)  [As per clause I of AFS at page 32 of complaint]	<b>AL:</b> <b>03.06.2020</b> [As per page 43-46 of reply]  <b>AFS:</b> <b>11.01.2022</b> [As per page 25 of complaint]	<b>BSC:</b> <b>Rs.1,29,95,722/-</b> & <b>TSC:</b> <b>Rs.1,64,95,538/-</b> [As per pricing sheet i.e., Schedule-V annexed with AFS at page 69 of complaint]  <b>AP:</b> <b>Rs.1,64,95,538/-</b> [As mentioned in SOA dated 13.06.2024 at page 76 of complaint]	<b>OC/ CC:</b> <b>31.03.2023</b>  <b>OFF:</b> <b>15.05.2024</b> [As per page 88-92 of complaint]  <b>CD:</b> 16.12.2024 [As mentioned in possession letter at page 234 of reply]  <b>Possession letter &amp; Key handover letter:</b> 16.12.2024 [As per page 234-238 of reply]

**Relief(s) sought:**

- Direct the respondent to handover the possession of the other amenities promised under the agreement for sale (including the "Convenient Shopping" and "Community Building" and "dedicated and covered parking") immediately and without any further delay;
- Direct the respondent to pay delay possession charges as per Section 18 of the RERA Act, 2016 read with Rule 15 of Rules on the amount paid by the complainant towards the allotment of the unit (i.e., the total price of the property less the amount paid towards EDC/ IDC and GST);
- Direct the respondent to pay delay possession charges from the due date of delivery provided in the agreement for sale plus six month on account of the notification issued by this Authority for Covid-19 being "Force Majeure" event (i.e., 30.09.2022 plus six months on account of Covid - 19 till the date of handover of the possession of the unit and other amenities promised under the agreement for sale (including the "Convenient Shopping" and "Community Building" and "dedicated and covered parking");
- That such other orders/ relief or order be passed as the Authority deems fit and proper.

**Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:**

Abbreviation	Full form
DOF	Date of filing of complaint
RR	Reply received by the respondent
AL	Allotment Letter
AFS	Agreement for sale
BSC	Basic sale consideration

TSC	Total sale consideration
AP	Amount paid by the allottee/s
OC/ CC	Occupation certificate/ completion certificate
OFF	Offer for possession
CD	Conveyance Deed

4. The aforesaid complaints were filed by the complainant-allottee(s) against the promoter on account of violation of the builder buyer's agreement executed between the parties in respect of subject unit for not handing over the possession by the due date, seeking the physical possession of the unit along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the respondent in terms of Section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder.
6. The facts of all the complaints filed by the complainant-allottee(s) are similar. Out of the above-mentioned cases, the particulars of lead case **CR/3891/2025 titled as "Deepak Jaswani V/S M/s Godrej Real View Developers Private Limited"** are being taken into consideration for determining the rights of the allottee(s) qua the relief sought by them.
- A. Unit and project related details:**
7. 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:

**CR/3891/2025 titled as "Deepak Jaswani V/S M/s Godrej Real View Developers Private Limited"**

S. N.	Particulars	Details
1.	Name and location of the project	"Godrej Meridien - I", Sector 106, Gurugram
2.	Nature of the project	Group Housing Colony
3.	Project area	14.793 acres
4.	DTCP license no.	18 of 2008 dated 02.02.2008

		valid up to 01.02.2030
5.	Name of licensee	M/s Godrej Real View Developers Private Limited
6.	RERA Registered or not registered	<b>Registered</b> <b>Godrej Meridien - I [For project area - 8.61 acres]</b> <u>For Tower no. 1, 2 (Residential Tower), EWS, Commercial, Community building and Nursery School.</u> a. 05 of 2018 dated 18.05.2018 valid up to 29.03.2024 + 6 months Covid i.e., 29.09.2024; b. Extension no. 28 of 2024 dated 16.12.2024 granted up to 28.03.2025; c. Project Continuation - RC/ REP/ HARERA/ GGM/ 5 of 2018/ 7(3)/ 83/ 2025/ 25 dated 27.08.2025; <b>Extension granted up to 31.12.2027.</b>
7.	Unit no.	T2-1003, 10 <sup>th</sup> floor, Tower 2 (As per clause I of AFS at page 32 of complaint)
8.	Unit area admeasuring	95.23 sq. mtrs. (carpet area) 16.44 sq. mtrs. (exclusive area) <b>111.67 sq. mtrs. [Total area]</b> (As per clause I of AFS at page 32 of complaint)
9.	Allotment letter	04.08.2018 (As per page 45-48 of reply)
10.	Date of execution of Agreement for Sale	03.10.2018 (As per page 25 of complaint)
11.	Possession clause	<b>7. Possession of the unit:</b> <b>7.1 Schedule for possession of the unit:</b> <i>The developer 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</i>

		<p><i>be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</i></p> <p><i>The developer shall offer possession of the units falling in Godrej Meridian Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ["Completion Time Period"] ...</i></p> <p><b>[Emphasis supplied]</b>                  (As per page no.39 of complaint)</p>
12.	Due date of possession	<p><b>30.03.2023</b>  <b>[30.09.2022 + 6 months]</b>                  (Note: as mentioned in clause 7.1 of AFS + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.)</p>
13.	Basic sale consideration	<p>Rs.1,25,03,130/-                  (As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 66 of the complaint)</p>
14.	Total sale consideration [BSP + IFMS + EDC/IDC + Other charges + GST]	<p>Rs.1,53,78,938.10/-                  (As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 66 of the complaint)</p>
15.	Amount paid against the allotted unit	<p>Rs.1,53,78,938/-                  (As mentioned in SOA dated 01.03.2025 at page 74-75 of complaint)</p>
16.	Occupation Certificate/ completion certificate	<p><b>31.03.2023</b>  <i>[For Tower 1, 2 &amp; EWS]</i>                  (As per page no. 89 - 90 of complaint)</p>
17.	Offer of possession	<p>15.05.2024 (via e-mail)                  (As per page no. 91 - 95 of complaint)</p>
18.	Conveyance deed	<p>18.12.2024                  (As mentioned in Possession letter dated 18.12.2024 at page no. 212 of reply)</p>
19.	Possession letter and key handover letter	<p>18.12.2024                  (As per page no. 212 - 215 of reply)</p>

**B. Facts of the complaint:**

8. The complainant has made the following submission: -
- I. That complainant qualify as 'allottee' within the meaning of Section 2(d) of the Real Estate Regulation and Development Act, 2016 (hereinafter referred to as the "RERA 2016") and is constrained to approach this Hon'ble Authority seeking possession of the unit and to claim the delayed possession charges under Section 18 of the RERA 2016 at the prescribed rate as per Rule 15 of the Haryana RERA Rules, 2017 (hereinafter referred to as the "RERA Rules"), from the respondent, on account of the serious deficiency in service and inordinate delay in delivering possession to the complainant within the time period agreed upon between the parties in the agreement for sale dated 03.10.2018.
  - II. The complainant is a company incorporated under the provisions of the (Indian) Companies Act, 1956 and it is engaged in the business of real estate development and management. It has a real estate project known as "Godrej Meridien" located at Sector 106, Gurugram. The project is divided into three phases called "phase 1", "phase 2" and "phase 3". The respondent qualifies as a "promoter" under Section 2 (zk) of the RERA Act, 2016.
  - III. The respondent was granted registration by this Authority under Section 5 of the RERA on 18 May 2018. The registration certificate issued by this Authority provided that the validity of the registration was from 18.05.2018 till 30.09.2023. Further, the registration was granted in relation to Phase 1 of the project that included: (a) Tower 1 (2B+G+23), (b) Tower 2 (2B+G+19), (c) Convenient Shopping (G), (d) Economically Weaker Section building (hereinafter referred to as the "EWS building") (1S+7), (e) community building (G+2).
  - IV. The complainant was desirous of purchasing a residential apartment in the project. Thus, through an application dated 26.06.2018, the complainant

applied for a residential apartment at the 10th floor of Tower 2 in the project. The unit thus falls under phase 1 of the project.

- V. As such, based on the representations/assurances of the respondent, the complainant agreed to invest in the said project i.e., purchased the unit admeasuring a total area of 111.67 sq. meters to be constructed/developed by the respondent in terms of the agreement for sale dated 06.10.2018. In pursuance thereof, it was agreed that the complainant would make a payment of Rs.1,53,79,938.10/- as per the agreed payment milestones in the agreement for sale. All payments were made by the complainant to the respondent, in a timely manner as agreed in the agreement for sale. The total payments made above was subject to a tax deduction at source as per Section 194A of the (Indian) Income Tax Act, 1961.
- VI. At the time of execution of the agreement for sale, the complainant was promised an extremely rosy picture of the project. the complainant was assured about the timely allotment as well as handing over of the possession of the unit on or before 30.09.2022. The complainant was also assured that even though the respondent obtained the registration of the project under Section 5 of the RERA 2016 from this Authority till 30.09.2023, however, the possession of the unit would be handed over by 30.09.2022. This commitment regarding the due date of possession being 30.09.2022 was recorded at Clause 7.1 of the agreement for sale.
- VII. That as stated above, the complainant made payments to the respondent as per the payment milestones stated under the agreement for sale. There was no delay on part of the complainant in relation to the payment of the amounts to the respondent.
- VIII. Subsequently, when there was an outbreak of the global pandemic Covid-19, this Authority issued the Notification No. 9/3-2020 HARERA/GGM (Admin) whereby the registration and completion date of real estate

projects in inter alia Gurugram were extended by a period of six (6) months by invoking the 'force majeure' clause. Therefore, the due date for handing over the possession of the unit would be 30.03.2023 (i.e., 30.09.2022 plus six months on account of Covid-19). However, the possession of the unit was not handed over to the complainant on or before 30.03.2023. Instead, the respondent had not even obtained the occupation certificate for Towers 1 and 2 of the projects by 30.03.2023.

- IX. That on 31.03.2023, the respondent obtained the occupation certificate for Towers 1 and 2 of the project from the Director General of the Town & Country Planning Department of the government of Haryana. In this respect, clause 7.2 of the agreement for sale provided that the Respondent would offer the possession of the unit within 3 months from the date of obtaining the occupation certificate. In this respect, the respondent failed to offer the possession of the unit to the complainant within 3 months from 31.03.2023 (i.e., 30.06.2023).
- X. The complainant from time to time, had verbal discussions with the representatives of the respondent wherein, it was represented to the complainant that all requisite licences, approvals and permissions have been duly acquired by the respondent. Further, the progress of the Project and unit are such that the possession of the unit would be offered to the complainant within the due date provided for in the agreement for sale. It was further represented to the complainant that the construction of the project was going in full swing, and that there was no impediment causing any sort of delay in timely delivery of possession of the unit.
- XI. However, despite the aforesaid assurances and despite duly receiving 100% payment for the unit, the respondent handed over / delivered the possession of the unit to the complainant along with inordinate delay for no fault of the complainant. Despite the fact that the registration certificate

granted by this Authority to phase 1 of the project clearly stated that phase 1 of the project included the 'convenient shopping' and 'community building' (i.e., the clubhouse), however, both these buildings have not been handed over by the respondent till the date of the present complaint. Further, the most basic amenity in a condominium living which is a dedicated and covered parking space (which was also mentioned in the recital I of the agreement for sale) was not handed over along with the possession of the unit.

XII. In this regard, ignoring the repeated requests made by the complainant about the delayed possession charges, the respondent has still not provided any clarification on the payment of the delayed possession charges on account of such delay in hand over of the unit and the 'convenient shopping' and 'community building' as per Section 18 of the RERA 2016. Hence, the present complaint.

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

9. The complainant has sought following relief(s):
- i. Direct the respondent to handover the possession of the other amenities promised under the agreement for sale (including the "Convenient Shopping" and "Community Building" and "dedicated and covered parking") immediately and without any further delay;
  - ii. Direct the respondent to pay delay possession charges as per Section 18 of the RERA Act, 2016 read with Rule 15 of Rules on the amount paid by the complainant towards the allotment of the unit (i.e., the total price of the property less the amount paid towards EDC/ IDC and GST);
  - iii. Direct the respondent to pay delay possession charges from the due date of delivery provided in the agreement for sale plus six month on account of the notification issued by this Authority for Covid-19 being "*Force Majeure*" event (i.e., 30.09.2022 plus six months on account of Covid - 19 till the date of handover of the possession of the unit and other amenities promised under the agreement for sale (including the

“Convenient Shopping” and “Community Building” and “dedicated and covered parking”);

iv. That such other orders/ relief or order be passed as the Authority deems fit and proper.

10. 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.**

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

- i. The respondent has developed a multi-storied group housing colony in phase wise manner by the name of “Godrej Meridien” comprising of multi-storied residential buildings and other amenities, facilities, services, etc on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said project was registered with the Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 and Haryana RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/2018/05.
- ii. 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 Authority. The complainant has filed the present complaint wrongly alleging delay in delivery of possession. The complainant has sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various “*force majeure events*” and “*reasons beyond the control of the Developer*”.
- iii. At the outset, the respondent submits that there has been no delay in the development of the project, save and except on account of force majeure events and other circumstances beyond the control of the respondent. The respondent has duly developed the unit allotted to the complainants and

obtained the occupation certificate in respect thereof on 31.03.2023. Thereafter, upon grant of the OC, the respondent offered possession of the unit to the complainant on 13.05.2024. Subsequently, physical possession of the unit was duly handed over to the complainants on 18.12.2024 and the conveyance deed was executed in favour of the complainants on 18.12.2024.

- iv. That 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 26.06.2018 applied for the allotment of a residential unit.
- v. Subsequent to that, the respondent vide the allotment letter dated 04.08.2018 allotted a unit bearing no. T2 - 1003 in Tower T2 on 10<sup>th</sup> floor in the project for a total sale consideration of Rs.1,53,78,938.00/-.
- vi. Upon receipt of the booking amount, the respondent called upon the complainant to execute the agreement for sale. In pursuance of the same, the AFS was executed on 03.10.2018 between the parties.
- vii. 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.
- viii. This Authority also reviewed the situation independently and released an order/circular dated 26.05.2020, wherein it has been clarified that all the registered projects under 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 31.03.2024. 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 Authority.
- ix. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid -19 pandemic and thereafter, are mentioned herein below:
- 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.
- x. 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.
- xi. That the adverse effects of covid -19, which admittedly is a force majeure event and its effects in all spheres of life including the real estate sector are

being faced even today. In fact, its crippling effects till June 2022 were duly recognised by the Hon'ble Supreme Court in a *suo motu* action in which the Hon'ble Supreme Court granted extension in limitation on court filings, let alone construction activities which are more labour-intensive activities. Therefore, it is clear that the timeline for delivery of possession stood extended due to force majeure events and the Respondent is not in breach of any of its obligations.

- xii. Furthermore, 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.
- xiii. That apart from the restrictions imposed by the authorities in view of covid 19, various other authorities (including courts, pollution control boards/Air Quality management authorities) also banned construction activities in NCR region, such as work time restrictions, use of DG sets at construction sites. These orders could not be anticipated. That total ban period under these orders is 140 days.
- xiv. In addition to the above, there were restrictions/ban on construction activities in view of the Stage - III of Graded Response Action Plan ("GRAP") in NCR region. Total ban period in terms of these orders is 130 days.
- xv. 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 31.03.2023.
- xvi. Further, pursuant to the grant of the occupation, the respondent offered possession of the unit to the complainant vide letter dated 13.05.2024. Thereafter, upon completion of all requisite formalities and necessary

compliances, the respondent duly handed over physical possession of the unit to the complainant and executed the conveyance deed in their favour on 18.12.2024.

- xvii. Therefore, it is submitted 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 complainant has filed present complaint and malafidely seeking 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 suppressing material facts and stating wrong, incorrect and incomplete facts.
- xviii. It is to be noted that the terms and conditions agreed in the AFS do not provide for any relief to the complainant without attributing any breach on the part of the respondent. Thus, the complainant is bound by the aforesaid terms and the law of the land.
- xix. Thus, in view of the aforesaid factual scenario, the respondent cannot be held responsible for any delay in handing over the possession of the unit, in fact, the respondent is taking all the desired steps at its end to secure the interest of its allottees. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.
12. All other averments made in the complaint were denied in toto.
13. 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:**

14. 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**

15. 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**

16. 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.*

17. 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 objections raised by the respondent:**

**F.I Objections regarding force majeure circumstances:**

18. The respondent 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, by virtue of clause 7 of agreement for sale dated 03.10.2018, the promoter has assured the complainants to deliver the possession of the said unit by 30.09.2022. Therefore, the due date of handing over possession comes out to be 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 30.03.2023 (including grace period) and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent/builder. 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 complainant:**

- G.I Direct the respondent to handover the possession of the other amenities promised under the agreement for sale (including the "Convenient Shopping" and "Community Building" and "dedicated and covered parking") immediately and without any further delay;**
- G.II Direct the respondent to pay delay possession charges as per Section 18 of the RERA Act, 2016 read with Rule 15 of Rules on the amount paid by the complainant towards the allotment of the unit (i.e., the total price of the property less the amount paid towards EDC/ IDC and GST;**
- G.III Direct the respondent to pay delay possession charges from the due date of delivery provided in the agreement for sale plus six month on account of the notification issued by this Authority for Covid-19 being "Force Majeure" event (i.e., 30.09.2022 plus six months on account of Covid - 19 till the date of handover of the possession of the unit and other amenities promised under the agreement for sale (including the "Convenient Shopping" and "Community Building" and "dedicated and covered parking");**
- G.IV That such other orders/ relief or order be passed as the Authority deems fit and proper.**

19. The above-mentioned relief sought by the complainant are being taken together as the findings in one relief will definitely affect the result of the other relief and the same being interconnected.

20. 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."***

21. As per clause 7.1 of the buyer's agreement dated 03.10.2018, 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 developer 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 falling under Phase II on or before 30.09.2023 ["Completion Time Period"] ...*

*[Emphasis supplied]*

22. **Due date of handing over possession:** The Authority observes that as per agreement for sale dated 03.10.2018, the promoter has proposed to deliver the possession of the said unit by 30.09.2022. Hence, the due date of handing over possession comes out to be 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 30.03.2023 (including grace period of 6 months).

23. **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.*

24. 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.
25. 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., 22.05.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
26. 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 03.10.2018. The respondent assures to offer the possession of the unit on or before 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of handing over of possession comes to be 30.03.2023 (including grace period of six (6) months).
27. In the present case, the complainant was offered possession by the respondent on 15.05.2024 after obtained occupation certificate on 31.03.2023 from the competent authority. (Copies of the same have been already placed on record). Further, the registered conveyance deed was also

executed in favour of the complainant on 18.12.2024. 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 to offer physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement for sale executed between the parties. The Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainant, as per the terms and conditions of the buyer's agreement dated 03.10.2018 executed between the parties.

28. The following table concludes the time period for which the complainant(s)/ allottee(s) in the complaints mentioned in table of para 3 are entitled to delayed possession charges in terms of proviso to Section 18 of the Act:

Sr. No.	Complaint no.	Due date of possession	Date of issuance of offer for possession	Date of Possession handing over letter	Period for which the complainant(s) are entitled to DPC
1.	CR/3891/2025	30.03.2023	15.05.2024	18.12.2024	W.e.f. 30.03.2023 till 15.07.2024 [ i.e., 15.05.2024 OFP plus 2 months]
2.	CR/3897/2025	30.03.2023	15.05.2024	24.05.2025	W.e.f. 30.03.2023 till 15.07.2024 [ i.e., 15.05.2024 OFP plus 2 months]
3.	CR/3901/2025	30.03.2023	15.05.2024	04.05.2025	W.e.f. 30.03.2023 till 15.07.2024 [ i.e., 15.05.2024 OFP plus 2 months]
4.	CR/4026/2025	30.03.2023	15.05.2024	16.12.2024	W.e.f. 30.03.2023 till 15.07.2024 [ i.e., 15.05.2024 OFP plus 2 months]

29. 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., 30.03.2023 till the date of valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier. In the present case, delay possession charges are payable till the date of offer of possession plus two months (i.e., 15.07.2024), being earlier than the date of actual handing over of possession (i.e., 18.12.2024). Therefore, the respondent is directed to pay interest at the prescribed rate i.e., 10.80% per annum from due date of possession i.e., 30.03.2023 till the date of offer of possession plus two months (i.e., 15.07.2024), as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, *ibid*.
30. It is further observed by the Authority that, at the time of execution of agreement for sale the respondent has assured to provide the common area and facilities to the complainant/ allottee, as specified in Schedule VIII attached with agreement for sale dated 03.10.2018 would also be provided. Accordingly, the respondent is under obligation to develop, construct and make it available to the allottee(s) in accordance with the assurances provided in the agreement for sale executed interse parties.

**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 complainant 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., 30.03.2023 till the date of valid offer of possession (15.05.2024) plus 2 months after obtaining occupation certificate from the competent authority i.e., comes to 15.07.2024, being earlier than date of actual handing over of possession, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules. The period for which the complainant(s) are entitled for delayed possession charges are detailed in table given in para 29 of this order.

- ii. The respondent is directed to pay the arrears of such interest so far within a period of 90 days from date of this order as per Rule 16(2) of the Rules.
- iii. The respondent is further directed to provide the common area and facilities, as promised in the agreement for sale executed interse parties.

32. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order wherein date of allotment letter, date of execution of buyer's agreement and details of paid-up amount is mentioned in each of the complaints.

33. The complaint as well as applications, if any, stand disposed of accordingly. True certified copy of this order shall be placed in the case file of each matter.

34. File be consigned to the registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 22.05.2026**