BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.:	**6053 of 2025**
Date of complaint:	**15.12.2025**
Order pronounced on:	**22.05.2026**

1. Ravi Kant Thakral
2. Minakshi Thakral
3. Anuj Thakral

All resident of: House No. 1089, Green Avenue, Huda Sector-12, Near Shiv Mandir, Panipat, Haryana – 132103. **Complainants**

Versus

1. M/s Godrej Highview LLP
Having Reggd. Office at: - Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai, Maharashtra – 400079. **Respondent No.1**

2. M/s AUM Shri Hotels and Resorts LLP
Having Regd. Office at: - 902A, 9th Floor, D-Mall, Netaji Subhash Place, Pitampura, Delhi - 110034. **Respondent No.2**

3. M/s Thirty-Three South Hills LLP
Having Regd. Office at: - SCO-18, Sector-29, Gurugram, Haryana – 122022. **Respondent No.3**

4. M/s Godrej Properties Limited
Having Regd. Office at: - 3rd Floor, UM House, Tower-A, Plot No.35, Sector-44, Gurugram, Haryana, 122001. **Respondent No.4**

5. Deependra Singh
Having office at: - 3rd Floor, UM House, Tower-A, Plot No.35, Sector-44, Gurugram, Haryana, 122001. **Respondent No.5**

6. Gautam Babbar
Having office at: - Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai, Maharashtra – 400079. **Respondent No.6**

7. Abhijeet Sindhu
Having office at: - Godrej One, 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai, Maharashtra – 400079. **Respondent No.7**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:

Shri Kuldeep Kumar Kohli (Advocate)	Complainants
Shri Rohan Malik (Advocate)	Respondent's no. 1, 4 to 7
Shri Ravinder Singh Kinha and Shri Vikrant Ahlawat (Advocates)	Respondent's no. 2 & 3

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.	T4-0701 at 7th floor in Tower-T4 (As per clause L of AFS at page 57 of reply)
9.	Unit area admeasuring	107.67 sq. mtr. (carpet area) 21.74 sq. mtr. (exclusive area) 129.41 sq. mtr. (total area) (As per clause L of AFS at page 57 of reply)
10.	Application form	19.04.2018 (As per page 25 – 43 of reply)
11.	Allotment letter	14.08.2018 (page 44 - 48 of reply)
12.	Agreement for sale	14.08.2018 (As per page 49 – 100 of reply)
13.	Possession Clause	***6.Possession*** ***6.2*** *The Developer shall offer possession of the apartment to the buyer for the said apartment* ***on or before 30th June, 2023 ("Completion Time Period").*** *The completion time period shall stand reasonably extended on account of (i) any force majeure event and/ or (ii) reasons beyond the control of the developer and/ or its agents and/ or (iii) due to non-compliance on the part of the buyer including on account of any default on the part of the buyer ...* **[Emphasis Supplied]** (As per page 67 of reply)

14.	Due date of possession	**30.12.2023** [30.06.2023 + 6 months] (Note: the due date is calculated as mentioned in possession clause 6.2 of AFS + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.)
15.	Basic sale consideration	Rs.1,05,02,340/- (As per Schedule-V with AFS at page 96 of reply)
16.	Total sale consideration **[BSP + EDC & IDC + PBC + AC+ EEC + IFMS + Club membership]**	Rs.1,18,79,029/- (As per Schedule-V with AFS at page 96 of reply)
17.	Amount paid	Rs.89,36,741.46/- paid up to 11.01.2022 (As per SOA dated 07.02.2026 at page 269 of reply)
18.	Occupation certificate	**Not obtained for the tower in which unit of the complainants is situated.** and **03.04.2023** (for tower no. G, H, J & EWS) (As per copy of OC at page 74 - 76 of complaint)
19.	Offer of possession	Not offered

B. Facts of the complaint:

3. The complainants have made the following submission: -

I. That the allottee was allotted Unit No. T4-0701, situated on the 07th floor, having a carpet area of 1158.95 sq. ft. and exclusive area of 234 sq. ft. located in the Project "Godrej Nature Plus" at the revenue estate of villages Dhunela and Sohna, located at Sector 33, Sohna, Haryana which was launched by M/s Godrej Highview LLP.

II. That the complainants, Mr. Ravi Kant Thakral, Mrs. Minakshi Thakral and Mr. Anuj Thakral are law-abiding citizen and are residing at House No.

1089, Green Avenue, Huda Sector-12, Near Shiv Mandir, Panipat, Haryana – 132103.

III. That the complainants being the allottees / buyers of the unit no. T4-0701, situated on the 07th floor, having a carpet area of 1158.95 sq. ft. and exclusive area of 234 sq. ft. are allottees within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016 and therefore has rights and obligations under the Act.

IV. That it is imperative to note that as per Sec 2(zk) of the Real Estate (Regulation and Development) Act, 2016, all the respondents fall under the category of "promoters" and bound by the duties and obligations mentioned in the said act, and are under the territorial jurisdiction of this Authority.

V. The respondent announced the launch for a group housing colony known as "Godrej Nature Plus" in the project of "M/s Godrej Highview LLP". The said project was registered under the Real Estate (Regulation and Development) Act, 2016, which provided a sense of security and confidence to prospective buyers, including the complainants, to invest their hard-earned savings in the project.

VI. The complainants, while exploring options for a residential flat/ accommodation, came across the advertisements and promotional brochures issued by the respondent no. 1 company for its project "Godrej Nature Plus," situated in the revenue estate of villages Dhunela and Sohna, located at Sector 33, Sohna, Haryana. The said advertisements were highly persuasive and portrayed an image of a prestigious and well-planned residential venture.

VII. That the agents and officers of the respondent no. 1 also approached the complainants and told the complainants about the moonshine reputation of the company and extolled the reputation and credibility of the company.

The respondent's agents made elaborate presentations about the project, assuring the complainants that the company had successfully completed and delivered several projects in the national capital region (NCR) prior to the development of this one.

VIII. Further, the respondent no.1 provided the complainants with a promotional brochure depicting aesthetically appealing designs, impressive landscaping, and diverse amenities proposed to be part of the "Godrej Nature Plus" project. The brochure provided by the respondents contains the following amenities:

- Enhanced 2* Air Quality
- Pure Air
- Exclusive Health Landmark
- Exclusive Health scape Residences
- Green Living and O2 Island
- Herbs Garden; Fragrant Plants
- Sports Arena; Indoor, Outdoor and Aqua Sports
- Family Play zone, Entertainment zone and Celebration zone

IX. It is respectfully submitted that the Honourable Supreme Court in *"Arifur Rahman Khan & Ors. vs DLF Southern Homes Pvt. Ltd. & Ors., (2020) 16 SCC 512"*, has categorically held that the representations and assurances made by a builder in brochures, advertisements, and promotional materials constitute an integral part of the understanding between the parties, and once an allottee(s) accepts the offer by investing consideration, the builder becomes legally bound to fulfil such assurances.

X. The respondents also assured that all requisite statutory approvals, sanctions, and permissions had been duly obtained from competent authorities for the development and construction of the said project and due to such assurances, marketing materials, and representations regarding approvals and facilities, the complainants were induced to invest his hard-earned money and book a residential unit in the "Godrej Nature

Plus" project. A copy of the brochure of the project "Godrej Nature Plus" shall be provided during the course of final arguments.

XI. Relying upon the various representations, assurances, and commitments made by the respondents, the complainants proceeded to book a residential unit in the project titled "Godrej Nature Plus". In furtherance of the same, the complainants made a payment of Rs.2,00,000/- vide cheque no.149693 dated 19.04.2018 and thereby duly submitted an application form for the allotment and booking of the said residential unit in the aforementioned project.

XII. That subsequent to the due submission of the application form dated 19.04.2018, the complainants were allotted unit no. T4-0701, situated on the 07th floor, having a carpet area of 1158.95 sq. ft. and exclusive area of 234 sq. ft. vide allotment letter dated 14.08.2018.

XIII. That thereafter, an agreement for sell dated 14.08.2018 was executed between the complainants and the respondents with respect of the unit no. T4-0701, situated on the 07th floor, having a carpet area of 1158.95 sq. ft. and exclusive area of 234 sq. ft.

XIV. That as per the clause 6.2 of the agreement for sell dated 14.08.2018; the respondents were liable to provide possession of the unit on or before 30th day of June 2023. It is imperative to note that despite the expiry of the said period, the respondents have failed and neglected to deliver possession of the unit till date, thereby committing a breach of their contractual undertaking and causing unwarranted hardship and financial loss to the complainant.

XV. That the complainants, acting in utmost good faith and with bona fide intentions, made a payment of Rs.89,15,736.78/- strictly in accordance with the demands raised by the respondents from time to time. However, despite receiving such payments, the respondents have failed to honour their contractual obligations and have not delivered possession of the unit till date. The total amount paid by the complainants to the respondents till date is Rs. 89,15,736.78/- out of the total sale consideration of Rs.1,18,79,029/-, thereby evidencing the complainants' due diligence and adherence to the agreed terms, contrasted with the respondents' persistent default.

XVI. That even after providing the timely payments to the respondents, the respondents have till date failed to provide the possession of the unit to the complainants. It is pertinent to mention that in order to know the status of the construction of the unit, the complainants had also visited the construction site of the project but with utter shock and dismay, it was observed that the construction of the unit is not completed and occupation certificate has not been received by the respondents till date.

XVII. That, till date, a substantial amount of Rs.89,15,736.78/-has been paid by the complainants to the respondents however, no corresponding development has been made. That the respondents have failed to provide the possession of the unit even after a delay of 2 years from the due date of possession of the said unit.

XVIII. That in view of such delay of more than 2 years from the due date of possession being 30.06.2023, the complainants are left with no alternative but to approach this Authority for the possession as well as the delay possession charges.

XIX. It is imperative to note that this Authority in the matter titled as *"Pawan Anand & Anr. Vs Godrej Highview LLP"* bearing complaint no. "RERA-GRG-2944-2024" (date of decision – 01.10.2025) on the same project granted possession along with delayed possession charges.

XX. That the complainants wish to continue with the project and wants the delay possession charges for the delay till the actual handing over the unit in a habitable condition as laid down in the judgement of *"Varun Gupta & Others Versus Emaar"* by this Authority.

XXI. That the total payment made so far by the complainants is Rs.89,15,736.78/- as and there is no news / communication from the respondents on the delivery of the unit.

XXII. The complainants in the present case are desirous of having the possession of the unit and interest for delay in giving possession and nothing less.

XXIII. That the project in question is on-going as defined under Rule 2(o) of the Rules ibid and does not fall in any of the exception provided under the Rules.

XXIV. That the complainant(s) being an aggrieved person filing the present complaint under Section 31 with the Authority for violation/ contravention of provisions of this Act.

XXV. That as per Section 18 of the RERA Act. 2016, the promoter is liable to pay delay possession charges to the allottees of a unit, building or project for a delay or failure in handing over of such possession as per the terms and agreement of the sale.

XXVI. The complainants have suffered a huge loss and damage in as much as they had deposited the money in the hope of getting the possession of the said unit for residential purposes. They have not only been deprived of the timely possession of the said unit but also the loss of rent in case the unit would have been given to the complainants on time and the complainants would have constructed the same for rental purposes.

XXVII. The complainants and their immediate family members have been passing through mental and physical agony as well as emotional trauma because of the delay and the uncertainty in providing the delivery of the unit as well as because of the rounds/communications/ personal visits the complainants have been making to the office of the respondents. The fact is that why should the complainants suffer so much of mental illness because of the irresponsible behavior of the respondents. There is an old proverb *"ubi jus ibi remedium"* meaning where there is a right, there is a remedy. Hence in view of what has been elaborated above, the complainants are liable to be paid a sum of Rs.15,00,000/- towards mental agony, physical torture and pain and the resultant sufferings of the family who are directly impacted by such behavior of the respondent.

XXVIII. It is evident from the record that the complainants are being represented by a Law firm and the fee being paid to the law firm for representing in the said matter is Rs.1,00,000/-.

XXIX. The complainants after losing all the hope from the respondents, having their dreams shattered of owning a unit & having basic necessary facility in the vicinity of the project and also losing considerable amount, are constrained to approach this Authority for redressal of their grievance.

XXX. That the cause of action arose in favor of the complainants and against the respondents on diverse dates. Initially, the cause of action arose when the respondents could not deliver the unit together with the amenities on the date committed in the agreement. It also arose when the respondents inordinately and unjustifiably and with no proper and reasonable legal explanation or recourse delayed the construction of the said unit and give possession to the complainants till the date of filing the complaint and since the possession has not been given till date hence it is a continuous cause of action which persists even on date.

XXXI. That no other complaint has been filed by the complainant before any other forum / authority / court against the erring respondent on this issue and no other case is pending in any other court of law. It is stated that the present complaint is within the prescribed period of limitation.

XXXII. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this Authority has completed territorial jurisdiction to deal with the present complaint. Hence the present complaint.

C. Relief sought by the complainants:

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

   i. Direct the respondent jointly and severally to handover the possession in a habitable condition immediately on obtaining occupation certificate and this may kindly be specifically mentioned in the order that the possession should be handed over as and when occupation certificate received and immediately if the Occupation Certificate has been received;

   ii. Direct the respondent jointly and severally not to create any third-party rights till the disposal of the matter by this Authority;

   iii. Direct the respondents jointly and severally not to cancel the Unit, till the disposal of this matter;

   iv. Direct the respondents jointly and severally to pay delay possession charge at the prescribed rate for every month of delay from the due date of possession till the actual handing over of possession, in a habitable condition, as per Section 18 of the RERA Act, 2016;

   v. Direct the respondents to provide every facility, amenity, and service that has been assured and represented through the Project Brochure and other promotional materials, as listed in Para 15 of the present complaint and hold the respondents accountable for deficiency in service and unfair trade practice for failure to honour their commitments, in terms of the ratio laid down by the Honourable Supreme Court in Arifur Rahman Khan & Ors. vs DLF Southern Homes Pvt. Ltd. (2020) 16 SCC 512;

   vi. Direct the respondents jointly and severally to restrain from charging maintenance charges till the actual handing over of the physical possession, in a habitable condition, together with the conveyance deed duly executed in favor of the complainant;

vii. Direct the respondents jointly and severally to pay the arrears till the date of actual handing over of possession, in a habitable condition, within a period of 90 days from the date of the order and not till the date of offer of possession Plus 2 months;

viii. Direct the respondent, in no uncertain words, not to deny the possession to the allottee, in view of the fact that the allottee is moving this Authority for the redressal of his grievance, as held by the Honourable Supreme Court in Civil Appeal No. 1232 of 2019 titled as R V PRASANNAKUMAAR & ORS. VERSUS MANTRI CASTLES PVT. LTD & ANR. decided on 11.02.2019;

ix. Direct the respondents jointly and severally to provide the calculations for the Super Area vis a vis Carpet Area;

x. Direct the respondents jointly and severally to provide the details of the GST input credit and provide / transfer the input benefit to the complainants;

xi. Direct the respondents jointly and severally to provide for third party audit to ascertain/measure accurate areas of the flat and facilities, more particularly as to the "super area" and "built-up area";

xii. Direct the respondents jointly and severally not to charge anything from the complainant which is not part of the buyer's agreement;

xiii. Direct the respondents jointly and severally to not demand holding charges as has been held by this Authority in the judgement of Varun Gupta & Ors Versus Emaar India Ltd;

xiv. To kindly order appointment of a local commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the super area and the carpet area as the project is already delayed by more than 2 years;

xv. Issue show cause notice for violation of terms of RERA registration Certificate and Act;

xvi. Immediately start the enquiry against the respondent for violation of terms of RERA registration certificate and Act;

xvii. Impose heavy penalty for violation of terms of registration certificate and Act;

xviii. Direct the respondent to pay litigation charges in pursuing the matter of delay possession charge legally to the tune of Rs.1,00,000/-;

xix. Direct the respondent to pay compensation for mental agony and harassment, physical pain and emotional pain and agony to the family of Rs.15 lakhs in view of the inordinate delay in delivery of the possession;

xx. Pass any other relief(s) which this Authority thinks fit in the interest of justice and in favour of the complainant.

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 no.1.

6. The respondent no. 1 has filed the reply along with an application under Section 38 of the Act, 2016, read with Order 1 Rule 10 of the Code of Civil Procedure, 1908, seeking deletion/ striking off the names of R4 (Godrej Properties Limited), R5 (Deependra Singh), R6 (Gautam Babbar) & R7 (Abhijeet Sindhu) from the array of parties and 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 754 residential units 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 19.04.2018 applied for the allotment of unit no.0701, 7th floor, in Tower 4 in the project for sale consideration of Rs.1,18,79,029/-

v. Pursuant to receipt of the requisite payment, the respondent allotted the said unit in favour of the complainants vide an allotment letter dated 14.08.2018. Thereafter, the respondent called upon the complainants to execute the agreement for sale. In pursuance of the same, the agreement for sale dated 14.08.2018 between the parties.

vi. 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.

vii. 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.

viii. 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.

ix. 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.

x. 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.

xi. 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.

xii. 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 there orders is 172 days.

xiii. That an amount of rs.89,36,741.46/- has been paid by the complainants to the respondent out of total sale consideration of the unit i.e., Rs.1,18,79,029/-.

xiv. 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.

xv. That the complainants while signing the application form and AFS agreed for the terms and conditions mentioned therein, specifically Clause 6.2 of the ATL. The aforesaid clauses expressly states 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.

xvi. That the complaint is further bad for misjoinder of parties insofar as respondent nos. 4 to 7 have been arrayed without any enforceable privity of contract or contractual nexus with the complainants under the agreement for sale, and their impleadment is *ex facie* arbitrary and unsustainable. On the complainants' own pleadings, respondent no. 4 is merely described as a partner in respondent no. 1 is an LLP, respondent no. 5 as an "authorized partner," and respondent nos. 6 and 7 as designated partners responsible for day-to-day functioning; however, the complaint itself shows that the booking/allotment and agreement for sale relate to the project/unit and the principal promoter entity, namely respondent no. 1. The complainants have not pleaded any independent contractual obligation, separate assurance, or direct privity arising against respondent nos. 4 to 7 under the AFS, nor have they pleaded any specific act attributable to each of them so as to fasten personal liability in a blanket manner. The practice of mechanically roping in all partners/designated partners, without pleading the precise basis of their liability and without showing that they were contracting parties to the AFS, is legally impermissible and renders the complaint liable to be dismissed for misjoinder and non-joinder of necessary parties. That the respondent seeks liberty and reserves its right to move an appropriate application for deletion of the names of respondent nos. 4 to 7 from the array of parties.

xvii. 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.

E. Reply by the respondent no.2 & 3:

8. The respondent no.2 & 3 have contested the complaint on the following grounds:

i. That the complaint under reply is not maintainable against the respondent no.2 as the name of the respondent has already been changed from M/s Aum Shri Hotels & Resorts Pvt. Ltd. to M/s Aum Shri Hotels & Resorts LLP vide Certificate of Registration on Conversion dated 26.05.2025 issued by the Office of Registrar of Companies/CRO Manesar.

ii. That the captioned complaint is also not maintainable against the respondents as neither any payment has been made to the respondents by the complainant nor any statutory liability has been fastened on the answering respondents in any agreement executed by the complainant with respect to the unit allotted to the complainants.

iii. That in the aforesaid complaint is also not maintainable against the answering respondents as the answering respondents are neither the promoter nor developer of the project in question.

iv. That the captioned complaint is also liable to be dismissed qua the respondent no.2, as the respondent no.2 as on the date of filing of complaint is also not a land owner of the project land, as the project land has already been transferred in favor of the respondent no. 1 vide Sale Deed bearing Vasika no. 17616 & 17617 both dated 31.03.2025.

v. That the complaint is also not maintainable against the answering respondents as transfer permission consequent to sale of project land, for transfer of License No.01/2014 in favor of respondent no. 1 has already been applied before the competent Authority.

vi. That the complaint under reply is also not maintainable against the answering respondents and is liable to be dismissed in view of Order VII Rule 11 CPC as no cause of action has arose in favor of the complainants to file the captioned complaint against the answering respondent.

vii. That the complaint under reply is also not maintainable against the answering respondents as the complainants intentionally & deliberately had not filed the complete copy of the agreement for sale, which clearly spells that "it is only the developer who is responsible to refund the amount received from the allottees along with interest or to pay delay possession charges".

> *It is submitted that in terms of **Clause 6.2 (internal Page 14), 7.5 (internal page 16) & 13.4(ii) (internal page 26) of the Agreement for Sale**, the liability/responsibility to refund the amount received from allottees or to pay delay possession charges with applicable rate of interest, has been fastened only upon the respondent no. 1 being Developer and not on any other Party.*

viii. That the complaint against the answering respondent no. 3 is also not maintainable and is liable to be out-rightly dismissed as the respondent no.

3 is neither a promoter nor a developer of the project but was only an entity/representative of the respondent no. 2 who was introduced as partner in respondent no. 1, who has ceased to have any right, title or interest in the project land after acceptance of resignation from the respondent no. 1.

ix. That the answering respondents have no right, title or interest in the project in question and as such the present complaint needs to be dismissed qua the respondents.

9. 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.

F. Jurisdiction of the Authority:

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

F. I Territorial jurisdiction

11. 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.

F. II Subject matter jurisdiction

12. 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.

13. 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.

G. Findings on the objections raised by the respondents:

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

14. 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, by virtue of clause 6.2 of agreement for sale dated 14.08.2018, the promoter has assured the complainants to deliver the possession of the said unit by 30.06.2023. Therefore, the due date of handing

over possession comes out to be 30.06.2023. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion 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 30.06.2023 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 30.12.2023 (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.II Findings on the objection raised by the respondent no.1 with regard to mis-joinder of respondent no.4, 5, 6 & 7 in the present complaint:

G.III Findings on the objection raised by respondent no.2 & 3 with regard to mis-joinder of them in the present complaint:

15. The above-mentioned objections taken by the respondents are being taken together as the findings in one will definitely affect the result of the other and the same being interconnected.

16. The counsel for the respondent no.1 has taken a plea for deletion of the name of respondent no. 4 to 7 from the array of parties, as neither any payment has been made to them by the complainants nor any statutory liability has been fastened on them in any agreement executed by the complainants with respect to the allotted unit.

17. Also, the counsel for the respondent no.2 (M/s Aum Shri Hotels and Resorts LLP) & respondent no.3 (M/s Thirty-Three South Hills LLP) has taken a plea for deletion of their name from the array of parties, as they are neither the promoter nor developer of the project in which unit of the complainant is in question.

18. After perusal of the documents available on records shows that the respondent no.2 was the landowner at the time of execution of buyer's agreement, the respondent no.3 (being an entity of respondent no.2, who has ceased to have any right, title or interest in the project land after acceptance of resignation from the respondent no.1), the respondent no.4 is a company registered under the Companies Act, 1956 and the respondent no.5 (being Authorized Partner of respondent no.1) and respondent no.6 & 7 (being Designated Partner of respondent no.1).
19. The buyer's agreement with regard to the allotted unit was executed exclusively between the complainants and respondent no.1. Even after allotment and buyer's agreement, demands were raised against the allotted unit by the respondent no.1 only. Thus, it shows that there is no privity of contract between the complainants and the respondents no.3 to 7.
20. Further it is clearly mentioned in the clause 7.5 and 13.4 of the agreement for sale, that in case of any delay, the developer shall pay the buyer interest for every month of delay till the offering the possession of the unit to the buyers. The relevant clause is reproduced below for ready reference:

> *7.5 ... Provided if the buyer does not intend to withdraw from the project, the developer shall pay the buyer interest for every month of delay, till the offering the possession of the unit to the buyer, which shall be paid by the developer to the buyer within timelines prescribed under the applicable laws of it becoming due.*
>
> *13.4 ... Provided that where the buyer does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the developer, interest for every month of delay till the handing over of the possession of the unit, which shall be paid by the developer to the buyer within such time period as prescribed under the applicable laws.*

21. A simple reading of the above-mentioned clauses left no manner of doubt that the contractual liability in respect of refund as well as delayed possession charges lies solely upon the developer i.e., the respondent no.1.
22. Furthermore, the ownership title of the said land was also stands transferred in favor of the respondent no. 1 (i.e., M/s Godrej Highview LLP) by virtue of

Registered Sale Deeds bearing Vasika Nos. 17616 and 17617 dated 31.03.2025 (copies of the same have already been placed on record). Consequent thereto, the license issued by the DTCP, Haryana, was further renewed vide memo no. LC-2800/JE(SK)-2025/21425 dated 06.06.2025 by the competent authority in the favor of respondent no.1 herein.

23. In view of the above, the Authority is satisfied that no cause of action stands against respondent no.2 to 7. Therefore, the plea of the respondent no.1, 2 and 3 with regard to the misjoinder of the respondents no. 2 to 7 is held valid and thus, would be justified to delete the name of respondents no. 2 to 7 from array of parties, as there is no privity of contract between complainants and respondents no.2 to 7 and the complaint shall proceed against only respondent no.1 (i.e., M/s Godgrej Highview LLP).

H. Findings regarding relief sought by the complainants:

H.I Direct the respondent jointly and severally to handover the possession in a habitable condition immediately on obtaining occupation certificate and this may kindly be specifically mentioned in the order that the possession should be handed over as and when occupation certificate received and immediately if the Occupation Certificate has been received;

H.II Direct the respondents jointly and severally to pay delay possession charge at the prescribed rate for every month of delay from the due date of possession till the actual handing over of possession, in a habitable condition, as per Section 18 of the RERA Act, 2016;

H.III Direct the respondents jointly and severally to pay the arrears till the date of actual handing over of possession, in a habitable condition, within a period of 90 days from the date of the order and not till the date of offer of possession Plus 2 months;

H.IV Direct the respondent, in no uncertain words, not to deny the possession to the allottee, in view of the fact that the allottee is moving this Authority for the redressal of his grievance, as held by the Honourable Supreme Court in Civil Appeal No. 1232 of 2019 titled as R V PRASANNAKUMAAR & ORS. VERSUS MANTRI CASTLES PVT. LTD & ANR. decided on 11.02.2019;

H.V Direct the respondents jointly and severally not to charge anything from the complainant which is not part of the buyer's agreement;

H.VI Pass any other relief(s) which this Authority thinks fit in the interest of justice and in favour of the complainants.

24. 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.

25. In the present complaint, the complainants intend to continue with the project and are 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."***

26. As per clause 6.2 of the buyer's agreement dated 14.08.2018 talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

> ***6.Possession***
> *6.2 **The Developer shall offer possession of the apartment to the buyer for the said apartment on or before 30th day of June, 2023 ("Completion Time Period"). The completion time period shall stand reasonably extended on account of (i) any force majeure event and/ or (ii) reasons beyond the control of the developer and/ or its agents and/ or (iii) due to non-compliance on the part of the buyer including on account of any default on the part of the buyer ...***
>
> ***[Emphasis supplied]***

27. **Due date of handing over possession:** The Authority observes that as per agreement for sale dated 14.08.2018, 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. 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 30.06.2023 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 30.12.2023 (including grace period of 6 months).

28. **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.*

29. 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.

30. 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%.**

31. 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;"*

32. 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.

33. 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 14.08.2018. The respondent assures to offer the possession of the unit on or before 30.06.2023. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion 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 30.06.2023 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 30.12.2023 (including grace period of six (6) months). 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.

34. 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., 30.12.2023 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.

35. The respondent-promoter is further directed not to charge anything from the complainants, which is not the part of the agreement for sale dated 14.08.2018.

36. 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. 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**

37. 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 14 of the agreement for sale dated 14.08.2018, 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: -

14. Conveyance of the said apartment:
"The developer, on receipt of total cost of property of the apartment and other, shall execute a conveyance deed in favour of buyer within the time period as prescribed under the applicable laws.
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 the applicable laws. However, in case, the buyer fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the notice, the buyer 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 buyer to the developer.

38. 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.

39. 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."*

40. 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.

H.VII Direct the respondents to provide every facility, amenity, and service that has been assured and represented through the Project Brochure and other promotional materials, as listed in Para 15 of the present complaint and hold the respondents accountable for deficiency in service and unfair trade practice for failure to honour their commitments, in terms of the ratio laid down by the Honourable Supreme Court in Arifur Rahman Khan & Ors. vs DLF Southern Homes Pvt. Ltd. (2020) 16 SCC 512;

41. The complainants have filed the present complaint on 15.12.2025 and mentioned in the para 17 of the complaint that *"A copy of the brochure of the project "Godrej Nature Plus" shall be provided during the course of final arguments"*. However, till date neither the complainants not their counsel provide any supporting document w.r.t to the said relief. Therefore, the Authority cannot deliberate its findings on the same and hence the same is declined.

H.VIII Direct the respondents jointly and severally to provide the details of the GST input credit and provide / transfer the input benefit to the complainants;

42. The complainants have sought the relief with regard to direct the respondent to give anti-profiteering credit/input tax credit to the complainants and charge the GST as per rules and regulations. However, no specifications have been provided. The respondent/ promoter is under obligation to adhere the provisions of HGST/CGST Act, 2017 and to pass on benefit, as applicable. In the event, the respondent/ promoter has not passed the benefit of ITC to the buyers of the unit in contravention to the provisions of Section 171(1) of the HGST Act, 2017. The complainant(s)/allottee(s) are at liberty to approach the competent authority for seeking relief in terms of applicable Act & Rules.

H.IX Direct the respondents jointly and severally to restrain from charging maintenance charges till the actual handing over of the physical possession, in a habitable condition, together with the conveyance deed duly executed in favor of the complainant;

43. The Authority has decided this in the complaint bearing no. ***4031 of 2019*** titled as ***Varun Gupta V/s Emaar MGF Land Ltd.*** wherein the Authority has held that since maintenance charges are applicable from the time a flat is occupied, its basic motive is to fund operations related to upkeep, maintenance, and upgrade of areas which are not directly under any individual's ownership. Further, the respondent is right in demanding advance maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the AMC has been demanded for more than a year.

44. Further, it is pertinent to note that, as per Section 11(4)(d) of the Act, of the Haryana Real Estate (Regulation and Development) Act, 2016, the promoter shall be responsible for providing and maintaining the essential services, on

reasonable charges, till the taking over of the maintenance of the project by the association of the allottees.

H.X Direct the respondents jointly and severally to not demand holding charges as has been held by this Authority in the judgement of Varun Gupta & Ors Versus Emaar India Ltd;

45. The respondent is not entitled to claim holding charges from the complainants at any point of time even after being part of the builder buyer agreement as per law settled by ***Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.***

H.XI Direct the respondent jointly and severally not to create any third-party rights till the disposal of the matter by this Authority;

H.XII Direct the respondents jointly and severally not to cancel the Unit, till the disposal of this matter;

46. As the matter has been decided and pronounced, the above-mentioned relief(s) become redundant.

H.XIII Direct the respondents jointly and severally to provide the calculations for the Super Area vis a vis Carpet Area;

H.XIV Direct the respondents jointly and severally to provide for third party audit to ascertain/measure accurate areas of the flat and facilities, more particularly as to the "super area" and "built-up area".

H.V To kindly order appointment of a local commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the unit as well as the calculation of the super area and the carpet area as the project is already delayed by more than 2 year's;

47. The above-mentioned relief(s) sought by the complainants were not pressed by the complainant's counsel during the arguments in the passage of hearing. Thus, the Authority is of the view that the complainants does not intend to pursue the above-mentioned reliefs sought. Hence, the Authority has not raised any finding w.r.t to the above-mentioned reliefs.

H.VI Issue show cause notice for violation of terms of RERA registration Certificate and Act;

H.VII Immediately start the enquiry against the respondent for violation of terms of RERA registration certificate and Act;

H.VIII Impose heavy penalty for violation of terms of registration certificate and Act;

48. The complainants have not mentioned the specific provisions of the Act, 2016 and the Rules, 2017 being violated by the respondent-promoter, except delay in handing over of actual possession, for which the Authority has granted interest on account of delayed possession charges, as detailed in para 34 of this order. Further, in the absence of any specific pleadings identifying the violation of statutory provision w.r.t RERA registration certificate or the Act, 2016 by the respondent, the Authority is unable to deliberate its findings on the said reliefs, and the same are considered that the complainants does not intend to pursue with the above-mentioned reliefs.

H.IX Direct the respondent to pay litigation charges in pursuing the matter of delay possession charge legally to the tune of Rs.1,00,000/-;

H.X Direct the respondent to pay compensation for mental agony and harassment, physical pain and emotional pain and agony to the family of Rs.15 lakhs in view of the inordinate delay in delivery of the possession;

49. The complainants are 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.

I. Directions of the Authority: -

50. 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 no.1-promoter 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., 30.12.2023 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 14.08.2018. The respondent is not entitled to claim holding charges from the complainants at any point of time even after being part of the builder buyer agreement as per law settled by ***Hon'ble Supreme Court in civil appeal nos. 3864-3889/2020 decided on 14.12.2020.***

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

52. File be consigned to the registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 22.05.2026