BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: **1013 of 2025**
Date of complaint: **06.03.2025**
Date of order: **29.09.2026**

1. Siddharth Mehrotra,
   R/o: - Flat No. D-14, DGS C.G.H.S Ltd, Unit No.6, Sector-22, Dwarka, Delhi-110077.
2. Tanu Chhibber,
   R/o House No. 1212, Sector 16, Faridabad.

Complainants

Versus

Godrej Real View Developers Pvt. Ltd.
Having Regd. Office: Godrej One, 5th Floor, Pirojshahnagar, Eastern Express Highway, Vikhroli (East), Mumbai- 400079.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Rajan Kumar Hans (Advocate) — Complainants
Rohan Malik (Advocate) — Respondent

ORDER

1. The present complaint has been filed by the complainant/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 provisions 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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.No.	Particulars	Details
1.	Name of project	"Godrej Meridien Phase-1"
2.	Location of project	Sector-106, Gurugram
3.	Nature of project	Group Housing
4.	DTCP License	License no. 18 of 2008
5.	HRERA registered	Registered Vide registration no. 05 of 2018 Dated-18.05.2018
6.	Unit no.	T1-1704, 16th floor (As on page no. 27 of complaint)
7	Unit Area	104.10 sq.mtr [Carpet Area] 22.25 sq.mtr [Exclusive Area] 126.35 sq.mtr [Total Area] (As on page no. 27 of complaint)
8	Builder Buyer Agreement	23.06.2023 (As on page no. 21 of complaint)
9	Possession clause	**CLAUSE 7** **POSSESSION OF THE UNIT:** **7.1 Schedule for possession of the said Unit:** *The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2023 and the units falling under Phase II on or before 30.09.2023.* [Emphasis supplied] (As on page no. 35 of complaint)
11	Due date of possession	30.09.2023 (as per possession clause)
12.	Total Sale consideration	Rs.1,68,08,813/-

		(Page no. 64 of complaint)
13.	Amount paid	Rs.1,59,14,232/- (Page 71 of complaint)
14.	Occupation certificate	31.03.2023 (As on page no. 406 of reply)
15.	Possession intimation letter	08.08.2025 (page 408 of reply)

B. Facts of the complaint

3. The complainants have made the following submissions: -

I. That the project in question is known as "Godrej Meridien" situated at Sector 106, Gurugram, Haryana.

II. That unit in question is Unit No. - 1704, Tower No. T-1, 16th Floor admeasuring 126.35 sq. mtr. in Godrej Meridien.

III. That the complainants made a booking for a unit in the "Godrej Meridiens". In response, the respondent on date 15.05.2020, allocated Unit No. T1-1704 to the complainants. As part of the booking process, the complainants paid a sum of Rs. 5,00,000/- as the booking amount for the said unit.

IV. That on date 23.06.2023, a pre-printed one-sided, arbitrary and unilateral builder buyer agreement for allotted unit was executed between respondent and the complainants. That as per clause 7.1, the respondent had to complete the construction of the unit and handover the possession on or before 30.09.2023. Thus, the due date of possession becomes 30.09.2023.

V. That as per Clause 1.2 and Schedule V of BBA the total sale consideration of the said unit arrived at Rs. 1,68,82,813/-. That on the call of respondents till date complainants has already paid Rs.1,59,14,232/- i.e. approx. 95% of the demanded total amount.

VI. That the Complainants has always paid the instalment(s) on time and the last instalment was paid on 23.08.2023 and no further demands have been raised by the respondent till date. That there is a slow progress in the construction of the unit

VII. That the complainants have made several in-person attempts to contact the respondent regarding the status and possession of the unit. Despite these repeated efforts and persistent reminders, the respondent has neglected to fulfill their obligations and has failed to provide any meaningful response or resolution to the grievances raised by the complainants.

VIII. That the main grievance of the complainants in the present complaint is that in spite of the complainants having paid approx. 95% of the amount called up, the respondent has failed to construct the services and deliver the possession of the unit.

IX. That the facts and circumstances as enumerated above would lead to the only conclusion that there is a deficiency of service on the part of the respondent and as such, they are liable to be punished and compensate the complainants.

C. Relief sought by the complainants:

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

   I. Direct the respondent to handover possession and to pay delay possession charges as per the Act.

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

D. Reply by the respondent.

6. The respondent vide its reply dated 14.11.2025 has contested the complaint on the following grounds: -

i. At the outset, the respondent submits that there has been no delay in the development of the said project, except for force majeure events or reasons beyond the control of the developer. In fact, the respondent acting in the best interest of the allottees including the complainants herein have put in extra resources and efforts to complete the development of the project before the extended period of completion. Accordingly, the respondent has successfully developed the project in all aspects and have secured the Occupation Certificate for the project on 31.03.2023 i.e., well within the due date granted by the Hon'ble RERA Authority in the registration granted vide no. 2018/05. Consequently, upon securing the OC, the respondent could only offer possession to the complainant on 08.08.2025, after issuing intimation in this regard vide email dated 13.03.2025. Since, the complainant has not discharged the payment obligations in terms of the possession intimation letter and AFS, he could not come forward to take the possession of the unit till date and hence, there is no breach on respondent's behalf in this regard.

ii. That the complainants approached the respondent for booking of a unit in the project. After completely satisfying themselves with the description of the project, the complainants vide application form dated 07.05.2020 applied for the allotment of a residential unit. Subsequent to that, the respondent vide the allotment letter dated 24.07.2023 allotted a unit bearing No. T1 - 1704 in Tower T1 on 16th Floor in the project for a total sale consideration of Rs.1,68,82,813.82/-. Upon receipt of the booking amount, the respondent called upon the complainants to execute the agreement for sale. In pursuance of the same, the AFS was executed on 23.06.2023 between the parties. At this stage, before going further into facts as

they transpired, it is important to highlight certain agreed terms and conditions of the AFS and Application Form, which was read and agreed upon by the complainant.

iii. That 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. 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 30th September 2023 until 31st March 2024. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid -19 pandemic and thereafter, are: Due to second wave of covid, the construction workers went back to their hometowns. Movement of labourers to construction sites was further worsened due to closing of borders and lockdown imposed by other state governments. Other labourer issues such as 14 days quarantine, social distancing, frequent sanitisation of workplace etc. In view of the second wave, the Hon'ble

Panchkula Authority granted respite to the Developers for 3 months (01.04.2021 to 30.06.2021) on the account of force majeure event i.e., specific to "second wave of covid 19". It is also a matter of common knowledge that second wave of covid 19 was much graver than the first wave and thus, the damage and slowdown that was caused due to second wave in the project was way more than 3 months. Acute shortage of imported material, raw material in the market owing to interstate import restrictions. Contractors refusing to execute works at site in view of increased prices in raw material like copper, aluminium etc. Market recession and negative customer sentiment towards real estate. 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.

iv. That post the resumption of the construction activity, the respondent had tried its best to resume the pace of work of project in order to deliver the complainant's unit within the stipulated timelines while completing minor snagging/ de-snagging, deep cleaning etc. 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. At this stage, it will not be out of place to mention that despite facing odds of force majeure events (covid -19), the respondent kept the construction activity at full swing (in permissible limits) and applied for OC. Ultimately, after completing the development of the project and after securing the necessary

permissions including NOC(s) and OC for the Project on 31.03.2023, the respondent offered possession of the unit to the complainants vide letter dated 08.08.2025 subject to payment and fulfilment of the terms and conditions under the AFS. Since, the complainant has not discharged the payment obligations in terms of the possession intimation letter and AFS, he could not come forward to take the possession of the unit till date. Hence, there is no breach on Respondent's behalf in this regard.

v. That the complainants have failed in adhering to their contractual obligation of making timely payment of the agreed sale consideration. In view of the aforesaid outstanding payment the respondent vide demand letter dated 24.07.2023 requested the complainant to pay the due payable amount of Rs.1,36,50,391.41/-. However, the complainants in clear breach of the contractual terms, chose to pay only a partial payment of Rs.1,35,25,950.70/– after an unjustified and inordinate delay of 146 days cumulatively. The complainant has failed to discharge the said liability despite being contractually bound to do so under the terms of the AFS. Till, 11.11.2025, on the said outstanding amount, an interest of Rs.5,14,490.86/- has accrued, together with applicable taxes. Thus, the complainants are liable to pay a cumulative amount of Rs.14,83,071.86/ along with applicable taxes to the respondent for being entitled to possession under the Act and AFS. Therefore, it is submitted that since the signing of the AFS and application form, the complainants were aware of the terms and conditions mentioned therein. Despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS and application form, the complainants have filed present complaint and malafidely seeking

possession along with interest on alleged delay in offer of possession. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submission made by the complainants.

E. Jurisdiction of the authority

The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

8. 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

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

> ***Section 11***.....*(4) The promoter shall-*
> *(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*

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.

10. 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.

11. The respondent has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction, major spread of Covid-19 across worldwide, shortage of labour etc. However, the said contentions are wholly untenable and liable to be rejected. It is pertinent to note that the agreement for sale was executed between the parties on 23.06.2023, i.e., much after the impact of the COVID-19 pandemic. Accordingly, the respondent cannot seek to claim any benefit or extension of time on account of the COVID-19 pandemic, particularly when the contractual relationship between the parties itself came into existence subsequent to the said period. Consequently, no grace period on account of covid-19 is liable to be granted to the respondent. As far as the contention of the respondent regarding banning of construction in the NCR region is concerned, the same was banned for a very short period of time and cannot be said to affect or prevent the respondent from completing the project. Furthermore, despite having obtained the requisite Occupation Certificate on 31.03.2023, the respondent offered possession of the subject unit to the complainants only on 08.08.2025, resulting in an inordinate delay of more than two years. The said delay, therefore, is attributable to the respondent and constitutes a clear and unequivocal default on the part of the respondent-promoter. Moreover, some of the

events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Therefore, the respondent-promoter cannot be granted any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainants:

G.I.Direct the respondent to handover possession and to pay delay possession charges as per the Act.

12. 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. Sec. 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."*

13. Clause 7 of the buyer's agreement dated 23.06.2023 provides for handing over of possession and is reproduced below:

> ***Clause 7. POSSESSION***
> ***7.1 "The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2023 and the units falling under Phase II on or before 30.09.2023."***

14. The respondent/promoter has proposed to handover possession of apartment to the allottees by 30.09.2023. Therefore, the due date of possession comes out to be 30.09.2023.

15. **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.*

17. 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.

18. 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., 29.09.2026 is **8.80%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%.**

19. On consideration of documents available on record as well as submissions made by 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, the respondent assures to offer possession of the unit by 30.09.2023. However, in the instant case, despite having obtained the requisite occupation certificate on 31.03.2023, the respondent offered possession of the subject unit to the complainants only on 08.08.2025, resulting in an inordinate delay of more than two years. The said delay, therefore, is attributable to the respondent and constitutes a clear and unequivocal default on part of

the respondent-promoter. 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.

20. The Authority further observes that Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 31.03.2023, whereas the respondent offered possession of the unit in question to the complainant only on 08.08.2025. So, it can be said that the complainants came to know about the occupation certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainants should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainants keeping in mind that even after intimation of possession practically they have to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition.

16. 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 allottees shall be paid, by the promoter, interest at prescribed rate i.e. 10.80% p.a. on the amount paid, for every month of delay from due date of possession i.e., 30.09.2023 till offer of possession plus 2 months 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 and Section 19(10) of the Act.

17. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and

to get the conveyance deed executed in favour of the allottee. 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 possession of the subject unit has already been offered to the complainants after obtaining occupation certificate on 31.03.2023. Therefore, the respondent is directed to get the conveyance deed of the allotted apartment executed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable within three months from the date of this order.

G. Directions of the authority

24. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate i.e., 10.80% per annum for every month of delay from due date of possession i.e., 30.09.2023 till offer of possession plus 2 months 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 and Section 19(10) of the Act.

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

iii. The respondent shall handover possession of the unit and execute conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months from the date of this order.

iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement dated 23.06.2023.

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

vi. A period of 90 days is given to the respondent/promoter to comply with the directions given in this order and failing which legal consequences would follow.

25. Complaint stands disposed of.

26. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 29.09.2026