BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Date of order: 25.08.2026

NAME OF THE BUILDER: Godrej Properties Limited			
PROJECT NAME: "Godrej Air ", Phase 2, Gurugram			**APPEARANCE**
1	CR/4165/2025	Mayank Arora VS Godrej developers and properties Limited	Advocate Om Parkash Singh **(Complainant)** Advocate Saurabh Gaba **(Respondent)**
2	CR/4167/2025	Manan Mehta VS Godrej developers and properties Limited	Advocate Om Parkash Singh **(Complainant)** Advocate Saurabh Gaba **(Respondent)**

CORAM:
Shri Arun Kumar — Chairman

ORDER

1. This order shall dispose of both the complaints titled as above filed before this authority in Form CRA 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 projects, namely, "Godrej Air", Sector-85, Gurugram being developed by the same

respondent-promoter i.e., Godrej properties Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties inter se are also almost similar. The fulcrum of the issue involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question, seeking award for delayed possession charges and other reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, plans, due date of possession, offer of possession and relief sought are given in the table below:

	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 Phase 1 is 31.12.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; for units falling in* ***Phase 2 is 31.03.2023 with an additional grace period of upto 12 (twelve)*** *months as may be approved by RERA or such extended period as may be granted by RERA; and for units falling in Phase 3 is 30.09.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project.* [Emphasis supplied]

Sr. No	Complaint No./Title/ Date of filling	Unit no. & Area admeasuring	Date of execution of Agreement for Sale	Due of possession	Offer of possession	Relief Sought
1	**CR/4165/2025** CR/4165/2025 Case titled as Mayank Arora VS Godrej Developers and properties Private limited	**A5-2904, 28th floor , Tower-A5** **(As per page no. 97 of complaint)** **Admeasuring:** 83.05 sq. mtr. (As per page no. 40 of the complaint)	21.02.2019 (page 33 of complaint) **Date of endorsement :** 23.04.2024	**31.03.2024** (as per possession clause including grace period)	OC - 19.09.2025 OP- Not offered TSC: Rs.84,43,288/- AP –Rs. 75,45,373/-	1. Handover 2. DPC 3. Execute conveyance deed 4. Provide updated statement of account 5. To provide proof of application of OC 6. Not to charge interest 7. Not to create third party rights

	D.O.F: 20.08.2025 **Reply Received:** 03.06.2026					8. Resolve the main entry /exit access road problem and provide the access as promised 24 meter road.
2.	**CR/4167/2025** CR/4167/2025 Case titled as Manan Mehta VS Godrej Developers and properties Private limited **D.O.F:** 20.08.2025 **Reply Received:** 03.06.2026	**A5-3102, 30th floor, Tower-A5 (As per page no. 38 of complaint)** **Admeasuring:** 107.42 sq. mtr. (As per page no. 38 of the complaint) (As on page no. 38 of complaint)	30.10.2020 (page 30 of complaint) **Date of endorsement:** 19.12.2024	**31.03.2024 (as per possession clause including grace period)**	OC – 19.09.2025 OP- Not offered TSC: Rs.1,38,57,716/ AP –Rs.90,49,989/-	1. Handover 2. DPC 3. Execute conveyance deed 4. Provide updated statement of account 5. To provide proof of application of OC 6. Not to charge interest 7. Not to create third party rights 1. Resolve the main entry /exit access road problem and provide the access as promised 24 meter road.

4. The aforesaid complaints were filed by the complainants against the promoter on account of violation of the agreement for sale executed between the parties inter se in respect of said units for not handing over the possession by the due date. In some of the complaints, issues other than delay possession charges in addition or independent issues have been raised and consequential reliefs have been sought.
5. The delay possession charges to be paid by the promoter is positive obligation under proviso to section 18(1) of the Act in case of failure of the promoter to hand over possession by the due date as per agreement for sale.
6. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/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 allottees and the

real estate agents under the Act, the rules and the regulations made thereunder.

7. The facts of both the complaints filed by the complainants/ allottees are also similar. Out of the above-mentioned cases, the particular's of lead case **CR/4165/2025** at serial no. 1 titled as ***Mayank Arora VS Godrej Developers and properties Private limited*** are being taken into consideration for determining the rights of the allottees qua delay possession charges, and other reliefs sought by the complainants.

A. Unit and project related details.

8. 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:

CR/4165/2025 Case titled as Mayank Arora VS Godrej Developers and properties Private limited

S.No.	Particulars	Details
1.	Name and location of the project	"Godrej AIR", Phase-3, Sector-85, Gurugram
2.	Nature of the project	Residential Group Housing
3.	RERA Registered/ not registered	34 of 2018 dated 07.12.2018 valid up to 30.09.2023
4.	Unit no.	A5-2904, 28th floor , Tower-A5 (As per page no. 97 of complaint)
5.	Unit area admeasuring carpet area	83.05 sq. mtr. (As per page no. 40 of the complaint)
6.	Allotment Letter in favour of the original allottee i.e. Lakshmi Dagar	25.01.2019 (As per page no. 29 of complaint)
7.	Date of execution of flat buyer's agreement	21.02.2019 (page 33 of complaint)
8.	Endorsement letter along with assignment deed	23.04.2024 (page 92 of complaint)
9.	Possession clause	*7.1*

		The Developer shall offer possession of the units falling in Phase 1 is 31.12.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; for units falling in Phase 2 is 31.03.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA; and for units falling in **Phase 3 is 30.09.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court orders, Government policy/ guidelines, decisions affecting the regular *development of the real estate project***
10.	Due date of possession	30.09.2024 (grace period is allowed)
11.	Total sale consideration	Rs. 84,43,288/- (Page 41 of complaint)
12.	Amount paid by the complainant	Rs.75,45,373/-
13.	Occupation Certificate/ completion certificate	19.09.2025 (page 502 of reply)
14.	Offer of possession	Not offered

B. Facts of the complaint

9. The complainants have submitted as under:

i. That in 2018, the respondent announced the launch of residential unit in project "Godrej AIR" with committed amenities. The complainant being interested in the purchase of a flat admeasuring area 97.17sq.mtr. for himself and his family for living purposes was approached by the respondent.

ii. That the agents of the respondent company told the petitioner about the moonshine reputation of the company and the agents of the respondent

company made huge presentations about their proposed project at Gurgaon and also assured that they have delivered several projects in the National Capital Region. The respondent showed the presentation to the Complainant which portrayed the project like heaven and tried to hold the Complainant interest in every possible way. The complainant was trapped in the hands of the respondent company like a fish..

iii. That the complainant booked a residential flat in the residential group housing colony by paying the initial booking amount of Rs. 500000/- vide receipt no.350910,350911,350912 dated 28.12.2018 toward booking of said project "Godrej AIR phase 2" situated at Sector-85, Gurugram, Haryana having admeasuring area 97.17 sq. mtr. to the respondent.

iv. That the complainant was allotted the unit no. A5-2904 admeasuring area 97.17 Sq. mtr. in project "Godrej AIR" situated in the Sector-85, Gurugram through allotment letter dated 25.01.2019.

v. That the respondent to dupe the complainant in their nefarious intention executed initial agreement for sale signed between **Godrej Developers And Properties LLP** and Mrs Lakshmi Dagar dated 21st February 2019 after that respondent endorsed the agreement in favour of **Mr. Mayank Arora (Complainant)** dated 23.04.2024 and create a false belief that the project shall be completed in time bound manner and in the garb of this agreement persistently raised demands due to which they were able to extract huge amount of money from the complainant.

vi. That the total cost of the said flat is Rs 8443288.46/- (Including EDC, IDC, IAC, IFMS, Club membership, Car parking and tax charges) and sum of Rs. 7545373.81/- have already been Paid more than 89% amount by the complainant in time bound manner as demanded by respondent.

vii. That the respondent miserably failed to complete development work on site within assured time limit, thereby grossly violating the terms and conditions

of the printed agreements as entered between the complainant and respondent.

viii. That the complainant has fairly booked the said flat in the year 2018 and had no idea about the fate and future of the project while losing a major chunk of their lifelong. Evidently, the respondents have miserably failed in keeping their promises and assurances causing irreparable losses and injury to the complainant.

ix. That the respondent was liable to hand over the physical possession of a said unit before 31.03.2023 so far from completion as per Agreement for sale.

x. That complainant approached in person, visited builder office and pointed out the delay and the false promises by the respondent, and sought a clear timeline for possession. The complainant has fairly booked the said Flat in the year 2018 and the complainant had no idea about the fate and future of the Project while losing a major chunk of their lifelong savings.

xi. That applicant/complainant has regularly been requesting the respondent and visiting the site but the respondent is not serious to complete the infrastructure of Group Housing colony and deliver the possession. Complainant repeatedly reminded the respondent through the emails about the delay in the possession and finally requested for delay possession charges after receiving no satisfactory response from the respondent.

C. Relief sought by the complainant:

10. The complainant has sought following relief(s):

i. Direct the respondent to deliver immediate physical possession of the **Unit No A5-2904**, admeasuring area 97.17 Sq. mtr. along with one car parking with all the promised amenities and specifications to the satisfaction of the complainant after obtaining a valid occupation certificate.

ii. Direct the respondent to pay delay interest on amount of Rs. 7545373.81/- paid by complainant as per the prescribed rate of interest from the **promised date 31.03.2023** of possession till the actual delivery of possession as per clause no.7.1 of agreement for sale dated 21.02.2019.

iii. Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority.

iv. Direct the respondent to provide the updated Statement of account (SOA) after adjustment of delay possession charges (DPC).

v. Direct the respondent to provide proof of application of Occupancy Certificate (OC) along with its Current status for Tower A-4 so that the complainant can make the payment of the demand due at the time of "On Application of OC" and that the respondent is not engaging in an eyewash by applying the OC merely as a formality to justify collecting payment due at this milestone rather than genuinely completing the construction and the applicable condition for obtaining the OC.

vi. Direct the respondent to not charge any interest on the amount mentioned in the demand raised on 13.05.2025 as per Clause 9.1 (i) and 9.2 (i) of the agreement for sale Dated 09.11.2020.

vii. Direct the respondent, neither to cancel the unit nor to create third party right till the complaint is pending before the Hon'ble Authority.

viii. Direct the respondent to resolve the Main Entry/Exit access road problem immediately and provide the access as promised through the 24-metre road, which was promised at the time of booking as mentioned in Schedule III of the Agreement for sale

11. On the date of hearing, the authority explained to the respondents/promoters 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.

12. The respondent has contested the complaint on the following grounds:

i. That Mrs. Lakshmi Dagar (hereinafter to be referred to as "Original Allottee") booked a residential unit bearing Unit No. A5-2904 ("the Unit") in the project titled 'Godrej Air Phase 2'(herein referred as "Project"), situated at Sector-85, Village Badha, Gurugram, admeasuring 97.17 sq. meters, for a total consideration of Rs. 84,43,288.46/-.

ii. That the respondent vide an allotment letter dated 25.01.2019 provisionally allotted the unit to the original allottee. Thereafter, an Agreement for Sale dated 21.02.2019 was executed by the Respondent in favour of the original allottee.

iii. That as per Clause 7.1 of the AFS, the tentative due date of possession agreed between the Original Allottee and the Opposite Party was 31.03.2023 plus 12 months, which comes out to be **31.03.2024.** However, the clause further provided that the aforementioned completion time shall stand extended on account of the occurrence of the following events:

   a. Any Force Majeure events; and/or
   b. Court Orders
   c. Government Policy/Guidelines
   d. Decision affecting the regular development of the real estate project.

iv. That it is pertinent to note that the complainant, after going through the status of construction and understanding the terms and conditions of the payment schedule and tentative date of possession, became a subsequent allottee vide Endorsement Deed dated 23.04.2024.

v. That vide the said Deed, the original allottee had transferred all the interest and obligations in the unit in favour of the complainant and the complainant agreed to acquire the right and obligations of the unit and become the allottee on 23.04.2024 with respect to the unit in the records of the respondent.

vi. That the delay in delivery of the residential project was occasioned solely due to the unprecedented outbreak of the COVID-19 pandemic, which constitutes a force majeure event beyond the control of the Developer. Pursuant to the nationwide lockdowns, governmental restrictions, and statutory prohibitions imposed from time to time, construction activities were completely suspended and thereafter severely disrupted.

vii. That the pandemic resulted in acute shortages of labour due to large-scale migration, disruption of supply chains for construction materials, restrictions on movement, and delays in approvals and inspections by statutory authorities, all of which had a direct and unavoidable impact on the project timeline. These circumstances were unforeseeable, unavoidable, and external, and squarely fall within the ambit of force majeure as recognized under law and the applicable contractual framework. Consequently, the delay in handing over possession cannot be attributed to any act, omission, negligence, or default on the part of the Developer, but is directly attributable to the force majeure conditions arising out of COVID-19 and its cascading effects.

viii. 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 the NCR Region. Vide Order dated 29.10.2018 ban was from 01.11.2018 to 10.11.2018, Order dated 24.12.2018 ban was from 24.12.2018 to 26.12.2018, Order dated 11.10.2019 ban was from 11.10.2019 to

31.12.2019, Order dated 04.11.2019 ban was from 04.11.2019 to 16.11.2019, Order dated 16.11.2021 ban was from 16.11.2021 to 21.11.2021 and Order 24.11.2021 ban period was 24.11.2021 to 20.12.2021 passed by various concerned authorities/courts, banning/ restricting various construction activities such as work time restrictions, use of DG sets at construction sites. These orders could not be anticipated.

ix. That further, a report of the committee headed by the G20 Sherpa Shri Amitabh Kanth titled " A report of the committee to examine the issues related to Legacy Stalled Real Estate Project" submitted that the state governments may announce a rehabilitation package aimed at bolstering financially distressed, incomplete projects. The committee further submitted that to alleviate the financial stress caused by extraordinary circumstances, the committee suggested suspending interest and penalties due to events like the Covid-19 (01.02.2020 to 31.03.2022).

x. Despite the above hurdles, it is submitted that post the completion of the complainant's unit, the respondent immediately applied for an occupancy certificate from the Directorate of Town and Country Planning, Haryana (Hereinafter referred to as DTCP) and duly obtained the same on 19.09.2025.

13. All other averments made in the complaints were denied in toto.

14. 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 those undisputed documents and submissions made by the parties.

E. Jurisdiction of the authority

15. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaints for the reasons given below:

E.I Territorial jurisdiction

16. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by the Town and Country Planning Department, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes with office 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 complaints.

E.IISubject matter jurisdiction

17. 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)(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.*

18. So, in view of the provisions of the Act of 2016 quoted above, the authority has complete jurisdiction to decide the complaints regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the adjudicating officer if pursued by the complainants at a later stage.

F. Findings on the relief sought by the complainant:

F.I Direct the respondent to pay the complainant delayed possession charges from due date of possession till the date of actual handing over of possession as per section 18 of the Act, 2016 at the interest rate as specified in the Act, 2016 and the Rules, 2017.

F.II Direct the respondent to pay delay interest on amount of Rs. 7545373.81/- paid by complainant as per the prescribed rate of interest from the promised date 31.03.2023 of possession till the actual delivery of possession as per clause no.7.1 of agreement for sale dated 21.02.2019.

F.III Direct the respondent to not charge any interest on the amount mentioned in the demand raised on 13.05.2025 as per Clause 9.1 (i) and 9.2 (i) of the agreement for sale Dated 09.11.2020.

F.IV Direct the respondent to provide the updated Statement of account (SOA) after adjustment of delay possession charges (DPC).

19. The above-mentioned reliefs F.I to F.IV sought by the complainant is 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 all the complaints, the allottees intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Section 18(1) proviso reads as under:

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

21. Clause 7.1 of the agreement for sale dated 21.02.2019 provides the time period of handing over possession and the same is reproduced below:

> *""7. Possession*
>
> *7.1 Schedule for possession of the said Unit*
>
> *The Developer shall offer possession of the units falling in Phase 1 is 31.12.2023 with an additional grace period of upto 12 (twelve) months as*

may be approved by RERA or such extended period as may be granted by RERA; for units falling in ***Phase 2 is 31.03.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA****; and for units falling in Phase 3 is 30.09.2023 with an additional grace period of upto 12 (twelve) months as may be approved by RERA or such extended period as may be granted by RERA ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project."*

22. **Due date of handing over possession:** As per the possession clause, the respondent/promoter has proposed to hand over the possession of the subject unit to the complainants on or before 31.03.2023 with additional grace period of upto 12 (twelve) months. The said grace period of 12 months is allowed to the respondent being unqualified. Therefore, the due date of possession comes out to be 31.03.2024.

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., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

26. The definition of term 'interest' as defined under section (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;"*

27. 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 delay possession charges.

28. On consideration of the documents available on record and submissions made by both the parties regarding contravention of provisions of the Act, 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 of the agreement executed between the

parties on 21.02.2019 the due date of possession comes out to be 31.03.2024 including grace period.

29. Now the question arises, whether the subsequent allottee is entitled to delayed possession charges w.e.f. due date of handing over possession or w.e.f. the date of nomination letter (i.e. date on which he became allottee)?

30. In both the cases where the complainant/subsequent allottees had purchased the unit after expiry of the due date of handing over possession, the authority is of the view that the subsequent allottee cannot be expected to wait for any uncertain length of time to take possession. Even such allottees are waiting for their promised flats and surely, they would be entitled to all the reliefs under this Act. It would no doubt be fair to assume that the subsequent allottee had knowledge of delay, however, to attribute knowledge that such delay would continue indefinitely, based on priori assumption, would not be justified. Therefore, in light of ***Laureate Buildwell judgment (supra),*** the authority holds that in cases where subsequent allottee had stepped into the shoes of original allottee after the expiry of due date of handing over possession and before the coming into force of the Act, the subsequent allottee shall be entitled to delayed possession charges w.e.f. the date of entering into the shoes of original allottee i.e. nomination letter or date of endorsement on the builder buyer's agreement, whichever is earlier.

31. In the following complaints, the complainants are seeking delay possession charges for the delay in handing over possession of the subject unit:

Sr. No	Complaint No./ Title/ Date of Filing	Date of execution of builder buyer agreement	Date of endorsement	Due date of possession	Offer of possession	Period for which the complainant is entitled to DPC and delay occasioned in handing over possession till 2 months from the date of offer of possession/ date of decision

1	CR/4165/2025 Mayank Arora VS Godrej Developers and properties Private limited 20.08.2025	21.02.2019 (page 33 of complaint)	23.04.2024 (page 92 of complaint)	31.03.2024 (as per possession clause including grace period)	Not offered **OC-** 19.09.2025 **TC-** Rs. 84,43,288/- **AP-** Rs. 75,45,373/-	W.e.f. 23.04.2024 till offer of possession plus 2 months
2	CR/4167/2025 Manan Mehta VS Godrej Developers and properties Private limited 20.08.2025	30.10.2020 (page 30 of complaint)	19.12.2024 (page 88 of complaint)	31.03.2024 (as per possession clause including grace period)	Not offered **OC-** 19.09.2025 **TC-** Rs. 1,38,57,716 /- **AP-** Rs. 90,49,989/-	W.e.f. 19.12.2024 till offer of possession plus 2 months

32. 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 for every month of delay from date of endorsement i.e., 23.04.2024 till valid 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. The respondent shall handover the possession of the allotted unit to the complainants as per the specifications of buyer's agreement within thirty days.

33. The respondent is further directed to issue a revised statement of account after adjustment of delayed possession charges, and other reliefs as per above and also to clarify the complainants under the head of "other charges" within a period of 30 days from date of this order. The complainant is directed to pay outstanding dues if any remain, after adjustment of delay possession charges within a period of next 30 days.

F.V Direct the respondent to execute the conveyance deed in favour of complainant after getting the occupation certificate from competent authority

34. As per section 11(4)(f) and section 17(1) of the Act of 2016, the promoter is under obligation to get the conveyance deed executed in favour of the complainant. 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 is directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable.

F.VI Direct the respondent to provide proof of application of Occupancy Certificate (OC) along with its Current status for Tower A-4 so that the complainant can make the payment of the demand due at the time of "On Application of OC" and that the respondent is not engaging in an eyewash by applying the OC merely as a formality to justify collecting payment due at this milestone rather than genuinely completing the construction and the applicable condition for obtaining the OC.

35. In view of the provisions of Section 11(4)(b) of the Real Estate (Regulation and Development) Act, 2016, and since the occupation certificate in respect of the project has already been obtained, the respondent is directed to make available and furnish a copy of the said occupation certificate to the complainant within 15 days from the date of this order.

F.VII. Direct the respondent, neither to cancel the unit nor to create third party right till the complaint is pending before the Hon'ble Authority.

36. The above said relief was not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The

authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above-mentioned relief.

F.VIII. Direct the respondent to resolve the Main Entry/Exit access road problem immediately and provide the access as promised through the 24-metre road, which was promised at the time of booking as mentioned in Schedule III of the Agreement for sale.

37. Since the grievance relates to the opening/provision of the 24-metre access road and its connectivity with the project, the matter essentially falls within the domain of the competent planning authority, i.e., the Department of Town and Country Planning (DTCP), as it involves issues relating to the sanctioned layout plans, road alignment, and external development/access infrastructure. Accordingly, the specific relief seeking the provision/restoration of the 24-metre access road is required to be pursued before the DTCP/competent planning authority, which is the appropriate authority to examine and decide the matter in accordance with the sanctioned layout plan and applicable planning norms.

G. Directions of the authority

38. 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 of 10.80% p.a. for every month of a delay from the date of endorsement, i.e., 23.04.2024 (*vide proceeding dated 25.08.2026, the commencement of delay possession charge has inadvertently been mentioned as 30.09.2024*) 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.

ii. The rate of interest chargeable from the allottees 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 delayed possession charges as per Section 2(za) of the Act.

iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.

iv. The respondent-builder is directed not to charge anything which is not part of agreement for sale.

v. The respondents are directed handover possession of the plot in question within three months after obtaining completion/part completion certificate from the competent authority. Further, the respondents are directed to get the conveyance deed of the allotted unit executed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable

vi. **Holding charges**: The respondent is also not entitled to claim holding charges from the complainant(s)/allottee(s) at any point of time even after being part of the builder buyer's agreement as per law settled by Hon'ble Supreme Court in Civil appeal nos. 3864-3889/2020 decided on 14.12.2020.

39. This decision shall mutatis mutandis apply to cases mentioned in paras 3 and 31 of this order.

40. The complaints as well as applications, if any, stand disposed of

41. Complaints stands disposed off. True certified copy of this order shall be placed in the case file of another matter.

42. Files be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory
Authority, Gurugram
Dated: 25.08.2026

HARERA
GURUGRAM