BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 3841 of 2025
Date of complaint: 09.10.2025
Date of order: 08.10.2026

1. **Mr. Lovelash Chopra**
2. **Mrs. Priya Chopra**

Both R/o - A-2/26 Ashoka Apartment, Paschim Vihar, West Delhi , New Delhi , Delhi (110063) — **Complainants**

Versus

M/s Godrej Real View Developers Private Limited
Having Regd. Office at: - 5th Floor, Pirojshanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400079.
Also at: - 3rd Floor, UM House, Plot No 35, Sector 44, Gurgaon, Gurugram, Haryana, 122002. — **Respondent**

CORAM:
Shri Phool Singh Saini — **Member**

APPEARANCE:
Shri Harshit Batra (Advocate) — Complainants
Shri Rohan Malik (Advocate) — Respondent

ORDER

1. The present complaint dated 01.08.2025 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. N.	Particulars	Details
1.	Name and location of the project	"Godrej Meridien - II", Sector 106, Gurugram
2.	Nature of the project	Group Housing Project
3.	Project area	14.79 acres
4.	DTCP license no.	18 of 2008 dated 02.02.2008 valid up to 01.02.2030
5.	Name of licensee	M/s Godrej Real View Developers Private Limited
6.	RERA Registered or not registered	Registered For Godrej Meridien – II [Project area – 1.113 acres] 06 of 2018 dated 18.05.2018 valid up to 29.03.2024 (Inclusive of grace on account of Covid-19)
7.	RERA registration certificate extension's	a. Extension No. 14 of 2024 dated 05.07.2024 granted up to 28.03.2025; b. Project Continuation – RC/ REP/ HARERA/ GGM/ 6 of 2018/ 7(3)/ 84/ 2025/ 26 dated 27.08.2025; **Extension granted up to 31.12.2027.**
8.	Unit no.	T-3-3404, 33rd floor, Penthouse, 5BHK, Utility type-B, , Tower-3 [AS PER AFS at pg.56 of reply]
9.	Unit area admeasuring	225 sq. mtr.carpet area 50.46 sq. mtr. exclusive area Total Area 275.46 sq. mtr. [Pg.37 of complaint]
10.	Allotment letter	03.06.2022 (As per page 20 of complaint)
11.	Date of execution of Agreement for Sale	17.08.2022 (As per page 31 of complaint)
12.	Possession clause	**7. Possession of the unit:** ***7.1 Schedule for possession of the unit:*** *The promoter agrees and understands that timely delivery of possession of the unit to the*

		allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement. ***The developer shall offer possession of the** units falling in Godrej Meridian Phase I on or before 30.09.2022 and **units failing under Phase II on or before 30.09.2023** ["Completion Time Period"] ...* **[Emphasis supplied]** (As per page no.85 of complaint)
13.	Due date of possession	**30.09.2023** (Note: as mentioned in clause 7.1 of AFS.)
14.	Total sale consideration along with two car parking [BSP + IFMS + EDC/IDC + Other charges + GST]	Rs.4,00,00,000/- [As per AFS at pg. 56 & SoA dt. 30.03.2026 at pg.206 of reply]
15.	Amount paid against the allotted unit	Rs.3,59,46,627/- [As per SoA dt. 30.03.2026 at pg.206 of reply]
16.	Payment Plan	Construction linked payment plan (As per page no. 46 of the reply)
17.	Occupation Certificate/ completion certificate	**30.09.2024** ***[For Tower 3**, 7 & part basement]* (As per page no. 266-268 of reply)
18.	Offer of possession	12.01.2026 (As per page no. 203 of reply)

B. Facts of the complaint:

3. The complainants have made the following submission: -

i. That the respondent is a real estate company claiming to be one of the leading builders in NCR. The respondent is developing apartments in a project known in the name and style of " GODREJ MERIDIAN" situated at Sector 106 Gurugram Haryana.

ii. That relying on the assurances, representations, and warranties of the respondent, and its shrewd marketing gimmick, the complainants were lured by the respondent and invested in the project. That the overall conduct of the respondent has been malafide, since the very beginning. That respondent

advertised the project to the complainants and assured the complainants herein that the total sale consideration of the unit shall be inclusive of all charges and stamp duty will be payable over and above this amount with nominal tax.

iii. That the complainant having relied on the assurances, representations, and warranties made by the respondent, proceeded to book a commercial apartment within the respondent 's project. The complainants applied for allotment of an apartment vide Application dated 19.05.2022 and made a partial payment of INR 2,050,000/- towards the total price of the apartment. This action was undertaken based on the respondent 's representations, thereby creating a contractual obligation on the part of the respondent to fulfill the terms and conditions promised.

iv. That the complainants were allotted apartment bearing no. T3-3404 in Tower no, 3 in Phase 2 area admeasuring 275sq Mtrs (225 sq mtrs as carpet area and 50.64 sq mtrs is exclusive area) (herein referred as the "Apartment") in the said Project vide the allotment letter dated 03.06.2022 (herein referred as the "Allotment Letter") . It is pertinent to mention herein that the total price of the apartment as detailed in the allotment letter was Rs. 4,00,00,000.85/-.

v. That the respondent, since the very beginning of this transactional relationship, has been unfaithful and acted unlawfully towards the complainants herein. The said payment plan, as can be evidently seen from the table mentioned above, mentions a total sum of Rs.55,82,598.12/- which has been charged under the head "Exclusive area of the unit". The said term is nothing but a sham way of charging from the complainants the amount against the super area which, as per the RERA Act, is unlawful and illegal and the respondent is under the obligation to refund the same. The respondent has acted unlawfully and illegally in charging against the super area and the same is not in consonance with the Notification

dated 07.05.2021 passed by the Authority, whereby it has been held that the builders can only charge for the carpet area of the unit and not the super area.

vi. That the complainants made an initial payment of Rs. 2,050,000/- at the time of booking. Clause 3 of the allotment letter explicitly acknowledges that the respondent has received the aforementioned sum of Rs. 2,050,000/- from the complainants.

vii. That subsequently, the complainants and the respondent entered into as Agreement for Sale dated 17.08.2022 (herein referred as the "Agreement"), which detailed the terms of the allotment, the terms of the Agreement were heavily biased in favor of the respondent, rendering it substantially one-sided. The complainants contends that the provisions set forth therein disproportionally benefit the respondent, undermining fairness and equity.

viii. That it is further submitted that the complainants were coerced into signing the agreement for sale due to the substantial sum of Rs. 2,050,000/- having been already paid at the time of booking. The complainants were left with no reasonable alternative but to execute the agreement, as failure to do so would have resulting in the forfeiture of the entire amount paid. This left the complainants in a position of undue disadvantage, where refusal to sign would lead to financial loss. consequently, the execution of the agreement was not voluntary but compelled under duress, leaving the complainants with no viable recourse.

ix. That as per the payment plan outlined in the allotment letter and the agreement, till date the complainants have made a payment of Rs. 3,60,00,000/-, which has been duly acknowledged by the respondent in the statement of account as on dated 01.05.2025. The remaining balance was payable upon possession of the apartment. The complainants have fully complied with the terms and conditions

of the allotment letter and the agreement, ensuring that all payments were made within the stipulated timeframes.

x. The complainant submits that they have acted in utmost good faith throughout the course of the transaction, adhering strictly to all contractual obligations. All payments have been made promptly and without default, thereby demonstrating the complainant's bona fide intent and commitment. In light of such compliance, any delay or deficiency in performance by the respondent cannot be attributed to the complainant. The respondent 's failure to uphold their end of the bargain, despite the complainant's timely fulfilment of monetary obligations, amounts to a breach of contractual duties, entitling the complainant to appropriate legal remedy and compensation under the governing law.

xi. That all payments were not only made in a timely manner but were also acknowledged by the respondent through issuance of duly signed payment receipts at each stage of the transaction. These acknowledgments serve as conclusive evidence of the complainant's compliance with financial obligations. The respondent 's acceptance of these payments without objection reinforces the legitimacy and continuity of the contractual relationship. Therefore, any subsequent claims or defenses raised by the respondent, questioning the complainant's performance, are without merit and ought to be disregarded in light of the documented acknowledgments evidencing consistent and full payment.

xii. That the timely delivery of the possession of the unit was the essence of the agreement and the non-fulfilment of the terms of the agreement has resulted into a breach of the terms and conditions of the said agreement by the respondent. It was the duty on part of the respondent to apply for the Occupation Certificate (OC) and offer the possession of the unit within three months of the said approval. Not only was the respondent responsible for obtaining the OC but

as per the terms and conditions of the agreement, the developer is responsible for indemnifying the complainant in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the respondent.

xiii. That the complainant respectfully submits that, despite multiple verbal and written requests, the respondent has also failed to provide the as-built plan, which is a critical document detailing the final installed layout of internal pipelines, fittings, and structural components related to the building's essential systems such as plumbing and HVAC. This document is indispensable for carrying out any safe and informed renovation, as well as for addressing any future technical issues, leakages, or damage. The refusal or inaction on the respondent 's part, despite having the necessary information and obligation to disclose the same, not only amounts to a deficiency in service but also reflects a negligent and uncooperative attitude in violation of the principle of fair dealing. The complainant reserves the right to seek appropriate directions for the production of the as-built plan and any consequential reliefs that may arise due to the respondent 's non-compliance.

xiv. That the complainant submits that, notwithstanding several reminders and bona fide attempts to communicate, the respondent has persistently failed to take any concrete steps to fulfill the complainant's reasonable and legitimate demands. This continued inaction reflects a clear dereliction of duty and constitutes a deficiency in service under established legal standards. The respondent 's failure to act not only undermines the complainant's rights but also breaches the implied obligation to provide timely and efficient service as well as timely possession of the unit in question. Such conduct warrants appropriate intervention by this Hon'ble Forum to ensure compliance, redress the inconvenience caused, and award suitable compensation for the hardship endured.

C. Relief sought by the complainants:

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

   I. Direct the respondent to handover physical possession of the apartment to the complainants immediately;
   II. Direct the respondent to pay delay possession charges from 30.09.2023 till actual handover;
   III. Direct the respondent to provide the build-up plan to the complainant.
   IV. Grant leave to the complainants to seek compensation before the Ld. Adjudicating office;

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

D. Reply by the respondent.

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

   i. That the respondent 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. The respondent has successfully developed the unit of the complainant and has secured the Occupation Certificate ("OC") for the same on 30.09.2024. Consequently, upon securing the OC, the Respondent has offered possession to the complainant on 12.01.2026, however, the complainants have not discharged their payment obligations in terms of the Possession Intimation Letter and AFS and has consequently failed to come forward to take the possession of the unit till date. Thus, there is no breach on respondent's behalf in this regard.

   ii. That the respondent seeks to state the following true and correct facts before raising objections to the present complaint. The complainant approached the respondent for booking of a unit in the project. After completely satisfying themselves with the description of the Project, the complainant vide application

Form dated 19.05.2022 ("Application Form") applied for the allotment of a residential unit. Subsequent to that, the respondent vide the allotment letter dated 03.06.2022 allotted a unit bearing No. T3-3404 in Tower No. 3 in Phase-2 ("Unit") in the Project for a total sale consideration of Rs. 4,00,00,000/-.

iii. That upon receipt of the booking amount, the respondent called upon the complainant to execute the agreement for sale ("AFS"). In pursuance of the same, the AFS was executed on 17.08.2022 between the parties. That layout plan of the apartment, project and land are annexed along with the AFS at Schedule III and Schedule IV.

iv. 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.

v. That the 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 Hon'ble 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 29th March 2024. Such extension ensued by operation of law, in consideration of the continuing impact of the Covid-19 pandemic upon the real estate sector, together with ancillary

factors including scarcity of labour and construction materials, all of which materially affected the timelines for possession. The said extension is duly covered and exempted under the notification issued by the Authority.

vi. That the adverse effects of covid -19, which admittedly is a force majeure event and its effects in all spheres of life including the real estate sector are being faced even today. In fact, its crippling effects till June 2022 were duly recognised by the Hon'ble Supreme Court in a suo motu action in which the Hon'ble Supreme Court granted extension in limitation on court filings, let alone construction activities which are more labour-intensive activities. Therefore, it is clear that the timeline for delivery of possession stood extended due to force majeure events and the Respondent is not in breach of any of its obligations.

vii. 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.

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 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. That total ban period under these orders is 140 days.

ix. That at this stage, it will not be out of place to mention that despite facing odds of force majeure events (Covid-19), the respondent continued the construction activities to the fullest permissible extent and proceeded to apply for the Occupation Certificate. Ultimately, the OC was granted on 30.09.2024. Further, the respondent offered possession of the unit to the complainants vide possession intimation letter dated 12.01.2026 subject to payment and fulfilment of the terms and conditions under the AFS and the said letter.

x. That Since, the complainant has not discharged the payment obligations in terms of the AFS and the possession intimation letter, 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.

xi. That the complainant has failed to adhere to their contractual obligation of making timely payment of the agreed sale consideration. in view of the same, there is an outstanding amount (principal + interest) of Rs.41,36,434.39 due and payable by the complainants.

7. All other averments made in the complaint were denied in toto.

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

E. Jurisdiction of the Authority:

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

E. I Territorial jurisdiction

10. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is

situated within the planning area of Gurugram District, Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E. II Subject matter jurisdiction

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

> **Section 11(4)(a)**
> *Be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;*
> **Section 34-Functions of the Authority:**
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

12. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter.

F. Findings on the objections raised by the respondents:

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

13. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the Hon'ble Punjab and Haryana High court, Hon'ble NGT, shortage of labour, outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondents, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded while calculating the due date. All the pleas advanced in this regard are devoid of merits. *Firstly,* the respondent has submitted that due to various orders of the Authorities and

Courts, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, water shortage, labour shortage etc, but these were for a short period of time and are the events happening every year and the respondent was very much aware of these events. *Secondly,* the respondent-promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic. But all the pleas advanced in this regard are devoid of merit. The Authority has gone through the possession clause 7.1 of the agreement for sale and observed that the respondent/ promoter assures to handover the possession of the allotted unit by 30.09.2023. Further, quoting HARERA notification no. 9/3-2020 dated 26.05.2020, the respondent requested for an extension of 6 months in lieu of Covid-19. However, it is observed by the Authority that the booking application form as well as allotment letter had been issued by the respondent in favour of the complainant on 03.06.2022 and agreement for sale was executed between the parties on 17.08.2022, which is much after the effect of Covid and hence, no grace period is allowed to the respondent. Thus, the respondent- promoter cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

G. Findings regarding relief sought by the complainants:

G.I. Direct the respondent to handover physical possession of the apartment to the complainants immediately;

G.II. Direct the respondent to pay delay possession charges from 30.09.2023 till actual handover;

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

15. In the present complaint, the complainants booked a unit in the project "Godrej Meridien-II", Sector-106, Gurugram, being developed by the respondent herein

and was allotted a unit bearing no. T-3-3404, 33rd floor, Tower-3, Phase-2, Penthouse, 5BHK, Utility type-B, admeasuring area of 225 sq. mtr. carpet area, 50.46 sq. mtr. exclusive area, total area 275.46 sq. mtr. vide allotment letter dated 30.06.2022. Thereafter, an agreement for sale was executed between the complainants and the respondent on 17.08.2022, for the total sale consideration of Rs.4,00,00,000/- out of which the complainant paid an amount of Rs.3,59,46,627/-.

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

17. As per clause 7.1 of the agreement for sale dated 17.08.2022, talks about the possession of the unit to the complainants, the relevant portion is reproduced as under: -

> ***7. Possession of the unit:***
> ***7.1 Schedule for possession of the unit:*** *The promoter agrees and understands that timely delivery of possession of the unit to the allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.*
> ***The developer shall offer possession of the units*** *falling in Godrej Meridian Phase I on or before 30.09.2022* ***and units failing under Phase II on or before 30.09.2023 ["Completion Time Period"]*** *...*
> ***[Emphasis supplied]***

18. **Due date of handing over possession:** The Authority observes that as per agreement for sale dated 17.08.2022, the respondent/ promoter has proposed to deliver the possession of the said unit by 30.09.2023. Hence, the due date of handing over possession comes out to be 30.09.2023.

19. **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.*

20. 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.

21. 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., 08.10.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

22. 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;"

23. 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.

24. On consideration of the documents available on record and submissions made by both the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the agreement for sale dated 17.08.2022. The respondent assures to offer the possession of the unit on or before 30.09.2023. Therefore, the due date of handing over of possession comes to be 30.09.2023.

25. In the present case, the complainants were offered possession by the respondent on 12.01.2026 after obtained occupation certificate on 03.09.2024 from the competent authority. (Copies of the same have been already placed on record). The respondent has failed to handover possession of the subject unit within prescribed time. Accordingly, the Authority is of the considered view that there is delay on the part of the respondent to offer of possession of the allotted unit to the complainants, as per the terms and conditions of the buyer's agreement dated 17.08.2022 executed between the parties.

26. Now the question before the Authority is whether the offer of possession letter dated 12.01.2026, issued by the respondent is a valid offer of possession, in the eyes of law or not?

Validity of offer of possession:

27. The Authority would like to clarify regarding the concept of "valid offer of possession". It is necessary to explain this concept because after valid and lawful offer of possession, the liability of promoter for offer of possession comes to an end. On the other hand, if the possession is not valid and lawful, liability of promoter continues till a valid offer is made and the allottee remains entitled to receive interest for the delay caused in handing over valid possession. The Authority after detailed consideration of the matter has arrived at the conclusion that a valid offer of possession must have following components:

    i. Possession must be offered after obtaining occupation certificate.
    ii. The subject unit should be in habitable condition.
    iii. Possession should not be accompanied by unreasonable additional demands.

28. In the present matter, the respondent has obtained the occupation certificate from the concerned authority on 30.09.2024. However, there is no record available on the paper book to show why till date even after receipt of the occupation certificate from the competent authority, the respondent has not delivered the physical possession of the subject unit in question to the complainants. Neither the respondent has given any valid or specific reason to justify this delay. Email dated 10.09.2026 is also on record to show that physical possession has been asked by the complainant.

29. It implies that some development work in the subject unit is still pending, and the respondent was not in position to handover the physical possession of the subject unit at the time of offer of possession to the complainants. It is a well

settled principle that for constituting a valid offer of possession, the project in which the allotted unit is situated should be complete in all aspects and must be in a habitable condition, so that an allottee may be able to occupy the same. As mere offer of possession of a unit has no meaning and serves no purpose if actual possession of the unit cannot be handed over. It is well settled that for a valid offer of possession, there are three pre-requisites as mentioned above. Hence, the offer of possession issued by respondent /promoter on 12.01.2026 to the complainants is not a valid or lawful offer of possession.

30. The Authority is of the considered view that there is an admitted delay on the part of the respondent / promoter to issue offer of possession of the allotted unit to the complainants, as per the terms and conditions of the agreement for sell dated 17.08.2022 executed between the parties. 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/ 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., 30.09.2023 till the date of actual handing over of possession, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

31. The respondent is further directed to complete the remaining work in the subject unit in all aspect of Agreement dated 17.08.2022 within 30 days from the date of this order and handover the physical possession of the allotted unit to the complainants, as per obligations under Section 11(4) (b) read with Section 17 of the Act, 2016. Further, as per Section 19(10) of the Act, 2016, it is the duty of the allottee(s) to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. Further, the respondent is directed to calculate charges on the basis of carpet area, and adjust delay-possession charges as per law. The respondent must issue a revised account statement

within 30 days, and the complainants must pay any remaining dues within two months of its issuance, in accordance with Sections 19(6) and 19(7) of the RERA Act, 2016. The respondent/promoter is further directed to not to charge anything from the complainants, which is not the part of the agreement for sale dated 17.08.2022.

- **Conveyance Deed**

32. 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 obtained the occupation certificate on 30.09.2024. As per clause 10 of the agreement for sale dated 17.08.2022, the respondent shall prepare and execute along with allottee a conveyance deed to convey the title of the said plot in favour of the allottee but only after receiving full payment of total price of the plot and the relevant clause of the agreement is reproduced for ready reference:

-

> ***10. Conveyance of the said unit:***
> *"The Developer, on receipt of Total Price of unit/ Apartment along with car parking space (if applicable), along with any increase in the taxes/ charges/ fees/ levies etc. (if any), shall execute and register a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.*
> *Provided that the unit/ apartment is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas and facilities as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary charges within the period mentioned in the Notice, the Allottee 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 Allottee to the Developer."*
>
> ***[Emphasis Supplied]***

33. 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.

34. 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."*

35. As occupation certificate of the unit has been obtained from the competent authority on 30.09.2024, therefore, there is no reason to withheld the execution of conveyance deed which can be executed with respect to the unit. Accordingly, the Authority directs the respondent to execute the conveyance deed in favour of the complainants after payment of applicable stamp duty charges and administrative charges up to Rs.15,000/- as fixed by the local administration, if any, within 90 days from the date of this order.

G.III. Direct the respondent to provide the build-up plan to the complainant.

36. The Authority observes that that as per Section 11(3)(a) of the RERA Act of 2016, developers are mandated to provide allottees with sanctioned plans, layout plans, and specifications at the time of booking and the issuance of the allotment letter. This disclosure ensures that homebuyers have comprehensive

information about the proposed project from the outset. So, the respondent-builder is directed to provide all the necessary approvals layouts obtained from the competent authority to the complainant.

G.IV. Grant leave to the complainants to seek compensation before the Ld. Adjudicating office;

37. The complainants are seeking above mentioned relief w.r.t compensation and legal expenses. The Hon'ble Supreme Court of India in civil appeal nos. 6745-6749 of 2021 titled as ***M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. (supra),*** has held that the adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

H. Directions of the Authority: -

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

i. The respondent is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.80% p.a. for every month of delay from the due date of possession i.e., 30.09.2023 till the date of actual handing over of possession, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules. The arrears of such interest accrued so far shall be paid to the complainants by the promoter within 90 days from the date of this order, as per Rule 16(2) of the Rules.

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 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.

iv. 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.

v. The respondent is 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.

vi. The respondent shall not charge anything from the complainants which is not the part of the agreement for sale dated 17.08.2022.

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

40. File be consigned to the registry.

(Phool Singh Saini)
Member
Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.10.2026