

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

Date of order: 25.08.2026

NAME OF THE BUILDER: Godrej Properties Limited			
PROJECT NAME: ""Godrej Nature Plus"", Sector-33, Gurugram			APPEARANCE
1	CR/6473/2025	Neeraj Arora VS Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu	Advocate K K Kohli Singh (Complainant) Advocate Deepika (Respondent)
2	CR/6093/2025	Minu Sharma and Vikas Sharma VS Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty- Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu	Advocate K K Kohli Singh (Complainant) Advocate Deepika (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 Nature Plus", Sector-33, Gurugram being developed by the same respondent-promoter i.e., Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu. 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 6 POSSESSION OF THE UNIT. 6 Schedule for possession of the said unit; 6.2 The Developer shall offer possession of the Apartment to the Buyer for the said Apartment on or before 30th day of June 2023 ("Completion Time Period"). The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer. [Emphasis supplied]			
Sr. No	Complaint No./Title/ Date of filing	Unit no. & Area admeasuring	Date of execution of Agreement for Sale	Due of possession	Offer of possession
1	CR/6473/2025 Neeraj Arora VS Godrej Highview LLP &	T-3-0503, Floor-5 th , (As on page no. 68 of complaint) Admeasuring:	11.07.2018 (As on page no. 64 of complaint)	30.12.2023 (30.06.2023 + 6 months grace period on account of Covid-19)	OC - Not obtained OP- Not offered TSC: Rs. 1,20,29,029/-

	Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu D.O.F: 16.12.2025 Reply Received NO.1: 07.04.2026 Respondent no.2 & 3 on 10.02.2025	107.67sq.mtr [Carpet Area] 21.74sq.mtr [Exclusive Area] 129.41 sq.mtr [Total Area] (As on page no. 68 of complaint)			AP -Rs. 91,34,745/-
2	CR/6473/2025 Minu Sharma and Vikas Sharma VS Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh	J-2004, Floor-20th, (As on page no. 74 of complaint) Admeasuring: 86.03 sq.mtr [Carpet Area] 18.12 sq.mtr [Exclusive Area] 104.14 sq.mtr [Total Area] (As on page no. 74 of complaint)	25.05.2018 (As on page no. 70 of complaint)	30.12.2023 (30.06.2023 + 6 months grace period on account of Covid-19)	OC - Not obtained OP- Not offered TSC: Rs. 92,67,374/- AP -Rs. 89,24,264/-

	<p>& Gautam Babbar & Abhijeet Sindhu</p> <p>D.O.F: 18.12.2025</p> <p>Reply Received NO.1: 12.06.2026</p> <p>Respondent no.2 & 3 on 10.02.2025</p>				
Relief sought:	<ol style="list-style-type: none"> 1. Direct the Respondent jointly and severally to handover the possession in a habitable condition immediately on obtaining occupation certificate and this may kindly be specifically mentioned in the order that the possession should be handed over as and when occupation certificate received and immediately if the Occupation Certificate has been received. 2. Direct the Respondent jointly and severally not to create any third-party rights till the disposal of the matter by this Honourable Authority. 3. Direct the Respondents jointly and severally not to cancel the Unit, till the disposal of this matter. 4. Direct the respondents jointly and severally to pay Delay Possession Charge at the prescribed rate for every month of delay from the due date of possession till the 43 actual handing over of possession, in a habitable condition, as per section 18 of the RERA act, 2016.. 5. Direct the Respondents to provide every facility, amenity, and service that has been assured and represented through the Project Brochure and other promotional materials, as listed in Para 15 of the present complaint and hold the Respondents accountable for deficiency in service and unfair trade practice for failure to honor their commitments, in terms of the ratio laid down by the Honorable Supreme Court in Arifur Rahman Khan & Ors. vs DLF Southern Homes Pvt. Ltd. (2020) 16 SCC 512. 6. Direct the Respondents jointly and severally to restrain from charging maintenance charges till the actual handing over of the physical possession, in a habitable condition, together with the Conveyance Deed duly executed in favor of the complainant. 7. Direct the Respondents jointly and severally to pay the arrears till the date of actual handing over of possession, in a habitable condition, within a period of 90 days from the date of the order and not till the date of offer of possession Plus 2 months. 8. Direct the Respondent, in no uncertain words, not to deny the possession to the allottee, in view of the fact that the allottee is moving this Honorable Authority for the redressal of his grievance, as held by the Honorable Supreme Court in Civil Appeal No. 1232 of 2019 titled as R V 				

PRASANNAKUMAAR & ORS. VERSUS MANTRI CASTLES PVT. LTD & ANR. decided on 11.02.2019.

9. Direct the respondents jointly and severally to provide the calculations for the Super Area vis a vis Carpet Area.
10. Direct the respondents jointly and severally to provide the details of the GST input credit and provide / transfer the input benefit to the complainants.
11. Direct the respondents jointly and severally to restrain from charging club charges till the time the club is fully functional and operational; fit to be put to use. The club charges have to be collected based on the construction of the club, stage wise and whatever has been collected extra and unproportionate to the actual construction on site is required to be refunded with interest to the complainants.
12. Direct the respondents jointly and severally to provide for third party audit to ascertain/measure accurate areas of the flat and facilities, more particularly as to the "super area" and "built-up area".
13. Direct the Respondents jointly and severally not to charge anything from the complainant which is not part of the buyer's agreement.
14. Direct the Respondents jointly and severally to not demand Holding Charges as has been held by this Honourable Authority in the judgement of Varun Gupta & Ors Versus Emaar India Ltd.
15. o kindly order appointment of a Local Commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the Unit as well as the calculation of the Super Area and the Carpet Area as the project is already delayed by more than 2 years.
16. Issue show cause notice for violation of terms of RERA registration Certificate and Act.
17. Immediately start the enquiry against the Respondent for violation of terms of RERA registration certificate and 47 Act.
18. Impose heavy penalty for violation of terms of registration certificate and Act.
19. Direct the Respondent to pay litigation charges in pursuing the matter of delay possession charge legally to the tune of Rs. 1,00,000/-
20. Direct the Respondent to pay compensation for mental agony and harassment, physical pain and emotional pain and agony to the family of Rs. 15 lakhs in view of the inordinate delay in delivery of the possession

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/6473/2025** at serial no. 1 titled as **Neeraj Arora VS Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu** 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/6473/2025 Case titled as Neeraj Arora VS Godrej Highview LLP & Aum Shri Hotel and Resorts & Thirty-Three South Hills LLP & Godrej Properties Limited & Deependra Singh & Gautam Babbar & Abhijeet Sindhu

S.No.	Particulars	Details
1.	Name of project	"Godrej Nature Plus"
2.	Nature of project	Group Housing
3.	Location of project	Village-Dhunela, Sector-33, Sohna, Gurugram, Haryana.
4.	DTCP License	License no. 01 of 2014 dated-03.01.2014
5.	RERA registered	Registered Vide registration no. 18 of 2018 Dated-30.01.2018
6.	Allotment Letter	12.04.2018 (As on page no. 57 of complaint)
7.	Agreement For Sale	11.07.2018 (As on page no. 64 of complaint)
8.	Unit no.	T-3-0503, Floor-5 th , (As on page no. 68 of complaint)
9.	Unit area	107.67sq.mtr [Carpet Area] 21.74sq.mtr [Exclusive Area] 129.41 sq.mtr [Total Area] (As on page no. 68 of complaint)
10.	Possession clause	Clause 6. POSSESSION 6.2 The Developer shall offer possession of the Apartment to the Buyer for the said Apartment on or before 30th day of June 2023 ("Completion Time Period") . The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer. [Emphases supplied] (As on page no. 75 of complaint)

11.	Due date of possession	30.12.2023 (30.06.2023 + 6 months grace period on account of Covid-19)
12.	Total Sale consideration	Rs. 1,20,29,029/- (As on page no. 59 of complaint)
13.	Amount paid	Rs.91,34,745/- (As per S.O.A dated 03.10.2024 on page no.75 of complaint)
14.	Occupation certificate	Not obtained
15.	Offer of possession	Not on record
16.	Payment Plan	Construction Linked Payment Plan (page 60 of complaint)

B. Facts of the complaint

9. The complainants have submitted as under:

- I. This is with reference to the allotted unit no. T3-0503, situated on the 5th floor having a carpet area of 1158.95 sq. ft. and an exclusive area of 234 sq. ft. located in the Project "GODREJ NATURE PLUS" at the revenue estate of villages Dhunela and Sohna, located at Sector 33, Sohna, Haryana which was launched by M/S GODREJ HIGHVIEW LLP.
- II. That the complainant being the buyer/owner of the unit no. T3-0503, situated on the 5th floor having a carpet area of 1158.95 sq. ft. and an exclusive area of 234 sq. ft. is an allottee within the meaning of Section 2 (d) of The Real Estate (Regulation and Development) Act, 2016 and therefore has rights and obligations under the Act.
- III. The respondent no. 1, GODREJ HIGHVIEW LLP is a Limited Liability Partnership incorporated under the LLP Act, 2008 and is engaged in the business of providing real estate services.
- IV. That the respondent no. 2, AUM SHRI HOTELS AND RESORTS is the owner of the land on which the project is being developed. Moreover, it is imperative to note that the Director General, Town and Country Planning, Haryana has granted a License to the Respondent No. 2 for

the development of the Group Housing Colony on the land on which the project is situated.

- V. That the respondent no. 3 and 4, THIRTY THREE SOUTH HILLS LLP and Godrej Properties Limited are Limited Liability Partnership firm under the Companies Act, 1956 and is engaged in the business of real estate, renting and business activities.
- VI. That the respondent no. 5, DEEPENDER SINGH is the authorized partner in the respondent no. 1's Company who is responsible to act, appears, or plead on behalf of respondent no. 1 before any legal authority, tribunal, or regulatory body.
- VII. That the respondent no. 6 & 7, GAUTAM BABBAR and ABHIJEE SINDHU are designated partners in the respondent no. 1 company and have been responsible for the day to day functioning of the registered company. The Designated Partners of the LLP have a significant role in running of the firm, thus making them liable to face the consequences of all deeds committed in the name of Partnership firm.
- VIII. That the complainant, while exploring options for a residential flat/accommodation, came across the advertisements and promotional brochures issued by the respondent no. 1 for its project "GODREJ NATURE PLUS," situated in the revenue estate of villages Dhunela and Sohna, located at Sector 33, Sohna, Haryana (hereinafter referred to as "Project"). The said advertisements were highly persuasive and portrayed an image of a prestigious and well-planned residential venture.
- IX. That the agents and officers of the respondent no. 1 also approached the complainant and told the complainant about the moonshine reputation of the company and extolled the reputation and credibility of the company. The respondent's agents made elaborate presentations about the project, assuring the complainant that the company had successfully completed and delivered several projects in the National Capital Region (NCR) prior to the development of this one.
- X. That Further, the Respondent No. 1 provided the complainant with a promotional brochure depicting aesthetically appealing designs, impressive landscaping, and diverse amenities proposed to be part of the "GODREJ NATURE PLUS" project. These representations created a legitimate belief in the mind of the complainant regarding the genuine nature of the project. The respondents also assured that all

requisite statutory approvals, sanctions, and permissions had been duly obtained from competent authorities for the development and construction of the said project and due to such assurances, marketing materials, and representations regarding approvals and facilities, the complainant was induced to invest his hard-earned money and book a residential unit in the "Godrej Nature Plus" project.

- XI. That Relying upon the various representations, assurances, and commitments made by the respondents, the complainant, Neeraj Arora, proceeded to book a residential unit in the project titled **"GODREJ NATURE PLUS"**. In furtherance of the same, the Complainant made a payment of Rs. 3,00,000/- vide Cheque No. 000079 dated 05.02.2018 and thereby duly submitted an Application Form dated 07.03.2018 for the allotment and booking of the said residential unit in the aforementioned project.
- XII. That subsequent to the due submission of the application form dated 07.03.2018, the complainant was allotted unit no. T3-0503, situated on the 5th floor of the project, having a carpet area of 1158.95 sq. ft. and an exclusive area of 234 sq. ft., vide Allotment Letter dated 12.04.2018.
- XIII. That thereafter, an Agreement for Sell dated 11.07.2018 was executed between the complainant and the respondents with respect of the Unit No. T3-0503, situated on the 5th floor of the project, having a carpet area of 1158.95 sq. ft. and an exclusive area of 234 sq. ft.
- XIV. That as per the clause 6.2 of the Agreement for Sell dated 11.07.2018; the Respondents were liable to provide possession of the unit on or before 30th day of June 2023. It is imperative to note that despite the expiry of the said period, the respondents have failed and neglected to deliver possession of the unit till date, thereby committing a breach of their contractual undertaking and causing unwarranted hardship and financial loss to the complainant.
- XV. That the complainant, acting in utmost good faith and with bona fide intentions, made substantial payments strictly in accordance with the demands raised by the respondents from time to time. However, despite receiving such payments, the respondents have failed to honour their contractual obligations and have not delivered possession of the unit till date. The total amount paid by the complainant to the respondents till date is Rs. 89,24,699.37/- out of the total sale consideration of Rs. 1,20,29,029.00/-, thereby

evidencing the complainant's due diligence and adherence to the agreed terms, contrasted with the respondents' persistent default.

- XVI. That even after providing the timely payments to the respondents, the respondents has till date failed to provide the possession of the unit to the complainant. It is pertinent to mention that in order to know the status of the construction of the plot, the complainant had also visited the construction site of the project but with utter shock and dismay, it was observed that the construction of the unit is not completed and occupation certificate has not been received by the Respondents till date.
- XVII. That, till date, a substantial amount of Rs. 89,24,699.37/- has been paid by the complainant to the respondents however, no corresponding development has been made. The respondent has failed to obtain the occupation certificate for the said project even after a delay of 7 years from the date of execution of the Agreement between the parties and 2 years from the due date of possession of the said unit.
- XVIII. That the complainant wishes to continue with the project and wants the Delay Possession charges for the delay till the actual handing over the unit in a habitable condition.
- XIX. That the total payment made so far by the complainant is Rs. 89,24,699.37/- as and there is no news / communication from the respondents on the delivery of the plot.

C. Relief sought by the complainant:

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

- i. Direct the Respondent jointly and severally to handover the possession in a habitable condition immediately on obtaining occupation certificate and this may kindly be specifically mentioned in the order that the possession should be handed over as and when occupation certificate received and immediately if the Occupation Certificate has been received.
- ii. Direct the Respondent jointly and severally not to create any third-party rights till the disposal of the matter by this Honourable Authority.

- iii. Direct the Respondents jointly and severally not to cancel the Unit, till the disposal of this matter.
- iv. Direct the respondents jointly and severally to pay Delay Possession Charge at the prescribed rate for every month of delay from the due date of possession till the 43 actual handing over of possession, in a habitable condition, as per section 18 of the RERA act, 2016..
- v. Direct the Respondents to provide every facility, amenity, and service that has been assured and represented through the Project Brochure and other promotional materials, as listed in Para 15 of the present complaint and hold the Respondents accountable for deficiency in service and unfair trade practice for failure to honor their commitments, in terms of the ratio laid down by the Honorable Supreme Court in Arifur Rahman Khan & Ors. vs DLF Southern Homes Pvt. Ltd. (2020) 16 SCC 512.
- vi. Direct the Respondents jointly and severally to restrain from charging maintenance charges till the actual handing over of the physical possession, in a habitable condition, together with the Conveyance Deed duly executed in favor of the complainant.
- vii. Direct the Respondents jointly and severally to pay the arrears till the date of actual handing over of possession, in a habitable condition, within a period of 90 days from the date of the order and not till the date of offer of possession Plus 2 months.
- viii. Direct the Respondent, in no uncertain words, not to deny the possession to the allottee, in view of the fact that the allottee is moving this Honorable Authority for the redressal of his grievance, as held by the Honorable Supreme Court in Civil Appeal No. 1232 of 2019 titled as R V PRASANNAKUMAAR & ORS. VERSUS MANTRI CASTLES PVT. LTD & ANR. decided on 11.02.2019.

- ix. Direct the respondents jointly and severally to provide the calculations for the Super Area vis a vis Carpet Area.
- x. Direct the respondents jointly and severally to provide the details of the GST input credit and provide / transfer the input benefit to the complainants.
- xi. Direct the respondents jointly and severally to restrain from charging club charges till the time the club is fully functional and operational; fit to be put to use. The club charges have to be collected based on the construction of the club, stage wise and whatever has been collected extra and unproportionate to the actual construction on site is required to be refunded with interest to the complainants.
- xii. Direct the respondents jointly and severally to provide for third party audit to ascertain/measure accurate areas of the flat and facilities, more particularly as to the "super area" and "built-up area".
- xiii. Direct the Respondents jointly and severally not to charge anything from the complainant which is not part of the buyer's agreement.
- xiv. Direct the Respondents jointly and severally to not demand Holding Charges as has been held by this Honourable Authority in the judgement of Varun Gupta & Ors Versus Emaar India Ltd.
- xv. o kindly order appointment of a Local Commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the Unit as well as the calculation of the Super Area and the Carpet Area as the project is already delayed by more than 2 years.
- xvi. Issue show cause notice for violation of terms of RERA registration Certificate and Act.

- xvii. Immediately start the enquiry against the Respondent for violation of terms of RERA registration certificate and 47 Act.
 - xviii. Impose heavy penalty for violation of terms of registration certificate and Act.
 - xix. Direct the Respondent to pay litigation charges in pursuing the matter of delay possession charge legally to the tune of Rs. 1,00,000/-
 - xx. Direct the Respondent to pay compensation for mental agony and harassment, physical pain and emotional pain and agony to the family of Rs. 15 lakhs in view of the inordinate delay in delivery of the possession.
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 no.1 .

12. The respondent has contested the complaint on the following grounds:
- i. That the respondent is in the process of developing a project (in phase wise manner) by the name of **"Godrej Nature Plus" ("Project")** on a land measuring 18.744 acres approx. at Sector 33 in Tehsil Sohna, Gurugram, Haryana (**"Project Land"**). The Project comprises of 754 residential units and 19 shops along with amenities, facilities, services etc. The respondent registered the project with this hon'ble authority under the provisions of The Real Estate (Regulation and Development) Act 2016 (**"Act"**) and RERA Registration Certificate has been granted by Haryana Real Estate Regulatory Authority bearing no. 18 of 2018, dated 30.01.2018/-.
 - ii. That the complainants after doing its own independent research vide application form dated 07.03.2018 (**"Application Form"**) decided to book a residential unit bearing Unit No. T-0503 (**"the Unit"**) with the Respondent in its project titled **'Godrej Nature Plus'** (herein referred as **"Project"**),

situated at Sector-33, Sohna, Haryana, admeasuring 104.14 sq. meters and paid Rs. 3,02,703/- towards the booking of the unit.

- iii. That pursuant to the above, the respondent vide an allotment letter dated 12.04.2018 provisionally allotted the unit. Thereafter, an Agreement for Sale dated 11.07.2018 (hereinafter to be referred as "**AFS**") was executed by the respondent in favour of the complainants.
- iv. That while the project was being developed in the year 2020, the entire world fell into the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that all pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nationwide lockdown and disruptions in the material supply chain and labour issues. It is reiterated that even the Government of India had declared Covid-19 as a *force majeure* event on 13.05.2020.
- v. That the Authority also reviewed the situation independently and released an order dated 26.05.2020, wherein it has been clarified that all the registered projects with this Hon'ble Authority shall be extended automatically by 6 months, invoking force majeure clause. In view of the aforesaid, the registration of the Project automatically got extended from 30.12.2023.
- vi. That an amount of Rs. 91,34,745.96/- has been paid by the complainant to the respondent out of total sale consideration of the unit i.e 1,20,29,029/-.
- vii. That the complainants while signing the application form and AFS agreed for the terms and conditions mentioned therein, specifically Clause 6.2 of the ATL. The aforesaid clauses expressly states that the Completion Time Period Shall be extended in the event of any force majeure event orders/notifications/decisions/guidelines/policy passed by any competent

authority. Thus, the Complainants consenting to the aforesaid terms and having the knowledge regarding the circumstances occurred (both Covid-19 and various ban order passed by the competent authorities) during the development project, which were beyond control of the respondent, has filed the present complaint seeking interest on delay on delivery of possession. The same is devoid of merit and liable to be dismissed at the very threshold.

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

The respondent has contested the complaint on the following grounds:

- i. That the complaint under reply is not maintainable against the answering respondent no. 2 as the name of the respondent has already been changed from M/s Aum Shri Hotels & Resorts Pvt. Ltd. to M/s Aum Shri Hotels & Resorts LLP vide Certificate of Registration on Conversion dated 26.05.2025 issued by the Office of Registrar of Companies/CRO Manesar.
- ii. That the captioned complaint is also not maintainable against the answering respondents as neither any payment has been made to the answering respondents by the complainant nor any statutory liability has been fastened on the answering respondents in any agreement executed by the complainant with respect to the unit allotted to the complainants.
- iii. That the captioned complaint is also liable to be dismissed qua the answering respondent no. 2 as the answering respondent no. 2 as on the date of filing of complaint is also not a Land Owner of the Project Land, as the Project land has already been transferred in favor of the respondent no. 1 vide Sale Deed bearing Vasika No. 17616 & 17617 both dated 31.03.2025.
- iv. That the complaint is also not maintainable against the answering respondents as transfer permission consequent to sale of Project land, for transfer of License No. 01/2014 in favor of respondent no. 1 has already been applied before the competent Authority.

- v. That the complaint under reply is also not maintainable against the answering respondents and is liable to be dismissed in view of Order VII Rule 11 CPC as no cause of action has arose in favor of the complainants to file the captioned complaint against the answering respondent.
- vi. That the complaint against the answering respondent no. 3 is also not maintainable and is liable to be out-rightly dismissed as the respondent no. 3 is neither a promoter nor a developer of the Project but was only an entity/representative of the respondent no. 2 who was introduced as Partner in respondent no. 1, who has ceased to have any right, title or interest in the Project land after acceptance of resignation from the respondent no. 1/LLP.

F. APPLICATION ON BEHALF OF RESPONDENT NO. 1 UNDER SECTION 38 OF THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 READ WITH ORDER I RULE 10 OF THE CODE OF CIVIL PROCEDURE, 1908 SEEKING DELETION/ STRIKING OFF THE NAMES OF THE RESPONDENT NO. 4- M/S GODREJ PROPERTIES LIMITED, RESPONDENT NO. 5- DEEPENDRA SINGH, RESPONDENT NO. 6- GAUTAM BABBAR AND RESPONDENT NO. 7- ABHIJEET SINDHU FROM THE ARRAY OF PARTIES ALONG WITH SUPPORTING AFFIDAVIT

- i. That the present complaint has been filed by the complainants under Section 31 of the Real Estate (Regulation and Development) Act, 2016, seeking *interalia* interest on delay in delivery of possession in respect of the project in question. The present application is being filed on behalf of the Respondent No. 1, seeking deletion/striking off of the names of Respondent No. 4 to Respondent No. 7 from the array of parties, as their impleadment is neither necessary nor proper for the effective adjudication of the present complaint.

- ii. That the complainants have, in their own pleadings, referred to respondent no. 4 as a partner in the project entity i.e. Respondent No. 1, respondent no. 5 as an authorized partner, and respondent no. 6 and respondent no. 7 as designated partners, and have relied upon Form A to H filings and extracts from MCA (Ministry of Corporate affairs) website to array them as parties in the present complaint. The said pleading, even if taken at face value, does not establish any personal or independent legal liability of the aforesaid respondents towards the complainants. internal status, designation, or corporate association by itself cannot substitute a contractual relationship. No separate or independent agreement, undertaking, assurance or liability has been pleaded against Respondent No. 4 to Respondent No. 7.
- iii. That it is respectfully submitted that the Agreement for Sale, allotment letter, booking particulars, payment obligations and the alleged delay in possession, as pleaded by the Complainants, arise from the transaction concerning the project and the principal promoter entity i.e. respondent no. 1. respondent no. 4 to respondent no. 7 are not shown as separate contracting parties to the Agreement for Sale, nor are they shown to have undertaken any independent obligation towards the Complainants under the said agreement. In the absence of privity of contract, no relief can be maintained against them.
- iv. That the complainants have not pleaded any specific act, representation, assurance, receipt of consideration, execution of document, or individual wrongdoing against respondent no. 4 to respondent no. 7 so as to fasten direct liability upon them. The allegations are omnibus and collective in nature. Such general allegations, without particularised facts, are insufficient to justify continuation of their names as respondents in the present complaint.

- v. That respondent no. 4 to respondent no. 7 are being unnecessarily dragged into the proceedings despite the fact that the reliefs claimed in the complaint, as framed, are essentially directed against the promoter/project entity-respondent No. 1 which is a separate legal entity. Their presence is not required for complete and effective adjudication of the dispute and would only enlarge the scope of the proceedings without any corresponding legal necessity.
- vi. That Further, this Hon'ble Authority under the RERA framework exercises jurisdiction over "promoters/developers", "allottees" or "real estate agents" as defined under the RERA Act. Thus, respondent nos. 4 to 7 does not fall under any of these categories and therefore, are outside the scope of jurisdiction of this Hon'ble Authority.
- vii. That it is further submitted that personal liability cannot be presumed merely because a respondent is described as a partner, designated partner, or authorized partner in LLP records. Liability in law must arise from a pleaded and provable legal relationship, and not from designation alone. The complainants have failed to plead any legal basis for fastening personal liability upon respondent no. 4 to respondent no. 7.
- viii. That continuing respondent no. 4 to respondent no. 7 in the present proceedings would cause avoidable prejudice, inconvenience and harassment to them, apart from leading to needless multiplicity of issues.
- ix. That the present application is bona fide and has been moved in the interest of justice, to narrow down the real controversy and to ensure that the proceedings remain confined to the parties who are actually bound by the transaction in question. No prejudice will be caused to the complainants if the names of respondent no. 4 to respondent no. 7 are deleted from the array of parties; rather, it will assist in a more focused and effective adjudication.

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.

G. 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:

G.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.

G.II Subject 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.

H.Findings on the relief sought by the complainant:

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

H.II Direct the respondents jointly and severally to pay Delay Possession Charge at the prescribed rate for every month of delay from the due date of possession till the 43 actual handing over of possession, in a habitable condition, as per section 18 of the RERA act, 2016.

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

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

19. The above-mentioned reliefs H.I to H.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. The complainant, Neeraj Arora, booked Unit No. T3-0503, situated on the 5th floor of the project "Godrej Nature Plus," Sector 33, Sohna, Haryana, developed by Godrej Highview LLP. The unit has a carpet area of 1,158.95 sq. ft. and an exclusive area of 234 sq. ft. The allotment letter was issued on 12.04.2018, followed by execution of the Agreement for Sale dated 11.07.2018, which stipulated possession by 30.06.2023. Relying on the respondents' representations and assurances, the complainant paid Rs. 89,24,699.37/- out of the total sale consideration of Rs.1,20,29,029/-. Despite receiving substantial payments, the respondents have failed to complete the construction, obtain the Occupation Certificate, or deliver possession of the unit even after expiry of the stipulated period. The complainant wishes to continue with the project and seeks delay-possession interest/charges for the period of delay until the actual handover of the unit in a habitable condition.
21. The respondent no.1 states that the delay in delivering Unit No. T-0503 in the project "Godrej Nature Plus," Sector 33, Sohna, was caused by the COVID-19 pandemic, nationwide lockdown, labour shortages, supply-chain disruptions, and other government restrictions. It relies on HRERA's order dated 26.05.2020, granting a six-month extension, and the force majeure provisions under Clause 6.2 of the Agreement for Sale. The respondent states that Rs.91,34,745.96 has been received against the total sale consideration of Rs.1,20,29,029 and contends that the complaint seeking delayed-possession interest is without merit and liable to be dismissed.
22. Further respondent no. 2 and 3 states that the complaint is not maintainable against them, as Respondent No. 2 was converted into an LLP on 26.05.2025 and the project land was transferred to Respondent No. 1 through sale deeds dated 31.03.2025. They further assert that no payment was received from the complainants, no contractual or statutory liability arises against them, and the

transfer of the project licence is pending approval. Respondent No. 3 also claims that it is neither the promoter nor the developer of the project and has ceased to hold any right, title, or interest in the project land. Accordingly, the respondents seek dismissal of the complaint for lack of cause of action.

23. It is important to note that respondent no..1 filed an application for deletion of name of respondent no. 4 to 7 stating that they are merely partners or designated partners and are not parties to the Agreement for Sale. It argues that no specific independent liability or wrongdoing has been established against them and that their designations alone do not create personal liability. Since the dispute primarily concerns the contractual obligations of Respondent No. 1, their presence is unnecessary for effective adjudication.
24. After considering the facts and circumstances of the case, the pleadings of the parties and the material available on record, this Authority is of the considered view that respondents no. 4 to 7 are neither parties to the Agreement for Sale nor have any independent contractual liability been established against them. No specific allegation of any independent act or omission giving rise to personal liability has been substantiated against them. Their mere status as partners/designated partners, in the absence of any legally sustainable basis for fastening individual liability, is not sufficient to warrant their continuance as respondents in the present proceedings. Accordingly, the application seeking deletion of the names of respondents no. 4 to 7 from the array of parties is allowed. The names of respondents no. 4 to 7 are hereby deleted from the array of parties.
25. 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."

26. Clause 6 of the agreement for sale dated 11.07.2018 provides the time period of handing over possession and the same is reproduced below:

"6. Possession

6.1 Schedule for possession of the said Unit

The Developer shall offer possession of the Apartment to the Buyer for the said Apartment **on or before 30th day of June 2023 ("Completion Time Period")**. The Completion Time Period shall stand reasonably extended on account of (i) any Force Majeure event and/or (ii) reasons beyond the control of the Developer and/or its agents and/or (iii) due to non-compliance on the part of the Buyer including on account of any default on the part of the Buyer."

27. **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 30.06.2023. The said grace period of 6 months is allowed in lieu of Covid-19. Therefore, the due date of possession comes out to be 30.12.2023.

28. **Admissibility of delay possession charges at prescribed rate of interest:**

Proviso to Section 18 provides that where an allottee does not intend to **withdraw** from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under Rule 15 of the Rules. Rule 15 has been reproduced as under.

Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]

- (1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

29. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

30. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 25.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

31. The definition of term 'interest' as defined under section (za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

"(za) "interest" means the rates of interest payable by the promoter or the allottee, as the case may be.

Explanation. —For the purpose of this clause—

- (i) the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default.*
- (ii) the interest payable by the promoter to the allottee shall be from the date the promoter received the amount or any part thereof till the date the amount or part thereof and interest thereon is refunded, and the interest payable by the allottee to the promoter shall be from the date the allottee defaults in payment to the promoter till the date it is paid;"*

32. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which

is the same as is being granted to the complainants in case of delay possession charges.

33. 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 6 of the agreement executed between the parties on 11.07.2018 the due date of possession comes out to be 30.12.2023 including grace period in lieu of Covid-19.
34. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with proviso to section 18(1) of the Act on the part of the respondent is established. As such, the allottees shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 30.12.2023 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.
35. 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.

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

36. The respondent is 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. 3864-3899/2020 decided on 14.12.2020.

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

37. The respondent is right in demanding maintenance charges at the rates' prescribed in the builder buyer's agreement at the time of offer of possession. However, the respondent shall not demand the advance maintenance charges for more than one year from the allottee even in those cases wherein no specific clause has been prescribed in the agreement or where the maintenance charges has been demanded for more than a year. Further respondent is directed to execute conveyance deed in favour of the allottee from obtaining occupation certificate from the competent authority.

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

38. It is contended on behalf of complainants that the respondent raised an illegal and unjustified demand towards GST. It is pleaded that the liability to pay GST is on the builder and not on the allottee. But the version of respondents is otherwise and took a plea that while booking the unit as well as entering into flat buyer agreement, the allottee agreed to pay any tax/charges including any fresh incident of tax even if applicable retrospectively. It is important to note that the possession of the subject unit was required to be delivered by 30.03.2018 and the incidence of GST came into operation

thereafter on 01.07.2017. The authority is of view that the due date of possession is after 01.07.2017 i.e. date of coming into force of GST, the builder is entitled for charging GST w.e.f. 01.07.2017. The promoter shall charge GST from the allottees where the same was leviable, at the applicable rate, if they have not opted for composition scheme subject to furnishing of such proof of payments and relevant details.

H.VIII. Direct the respondents jointly and severally to restrain from charging club charges till the time the club is fully functional and operational; fit to be put to use. The club charges have to be collected based on the construction of the club, stage wise and whatever has been collected extra and unproportionate to the actual construction on site is required to be refunded with interest to the complainants.

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

39. The respondent builder is directed, not to levy, demand, or collect any charges or amounts from the complainants that are not expressly provided for under the buyer's agreement, and to refund any such amounts already collected, along with applicable interest.

H.X To kindly order appointment of a Local Commissioner for a complete assessment of the project as on date more specifically for the purposes of confirming the status as to the habitability of the Unit as well as the calculation of the Super Area and the Carpet Area as the project is already delayed by more than 2 years.

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

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

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

H.XIV Immediately start the enquiry against the Respondent for violation of terms of RERA registration certificate and 47 Act.

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

40. 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.

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

41. The respondent is directed to provide, complete and maintain all facilities, amenities, common areas and essential services as stipulated in the agreement for sale and represented in the project brochure, in accordance with Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016, which mandates the promoter to fulfil its statutory and contractual obligations towards the allottees, and Section 14(1), which requires the project to be developed and completed in conformity with the sanctioned plans and approved specifications. The respondent shall further ensure the

provision and maintenance of essential services in terms of Section 11(4)(d) and rectify any deficiencies in accordance with law.

H.XVII Direct the respondents, jointly and severally, not to create any third-party rights, interests, or encumbrances in respect of the unit in question during the pendency of the present proceedings and until the final disposal of the matter by this Hon'ble Authority

H.XVIII Direct the Respondents, jointly and severally, not to cancel, terminate, or otherwise revoke the allotment of the Unit in question during the pendency of the present proceedings and until the final disposal of the matter by this Hon'ble Authority.

42. The complainant has failed to place on record any cogent evidence to establish that the respondents intend to cancel the allotment of the unit in question or create any third-party rights or interests therein. In the absence of any material demonstrating such an apprehension or any imminent threat of such action, the reliefs sought in this regard are not made out. Accordingly, no relief is warranted on these grounds.

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

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

43. The complainant is seeking the above-mentioned relief w.r.t. compensation. The Hon'ble Supreme Court of India in *Civil Appeal nos. 6745-6749 of 2021* titled as *M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.(supra)*, has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of

compensation and litigation expense shall be adjudged by the adjudicating officer having due regards to the factors mentioned in Section 72. The Adjudicating Officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses.

I. Directions of the authority

44. 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 respondents are 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 due date of possession, i.e., 30.12.2023 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.
- 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 complainants are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The respondents-builder are 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 respondents are 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.

45. This decision shall mutatis mutandis apply to cases mentioned in paras 3 of this order.
46. The complaints as well as applications, if any, stand disposed of
47. Complaints stands disposed off. True certified copy of this order shall be placed in the case file of another matter.
48. Files be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory
Authority, Gurugram
Dated: 25.08.2026