

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

Complaint no.: 4549 of 2025
Date of complaint: 03.09.2025
Date of order: 14.08.2026

Indu Bala

Resident of: D-61A, Mayfield Garden, Lotus Floor, Sector
- 50, Village Islampur, Gurugram - 122018.

Complainant

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 Arun Kumar

Chairman

APPEARANCE:

Shri Jaswant Katariya (Advocate)

Shri Rohan Malik (Advocate)

Complainant

Respondent

ORDER

1. The present complaint has been filed by the complainants/allottees under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with Rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of Section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made thereunder or to the allottee as per the agreement for sale executed inter se.

A. Unit and project related details

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S. N.	Particulars	Details
1.	Name and location of the project	"Godrej Meridien - I", 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 - I [For project area - 8.61 acres] For <u>Tower no. 1, 2 (Residential Tower), EWS, Commercial, Community building and Nursery School.</u> 05 of 2018 dated 18.05.2018 valid up to 29.03.2024 + 6 months Covid i.e., 29.09.2024;
7.	RERA registration certificate extension's	a. Extension no. 28 of 2024 dated 16.12.2024 granted up to 28.03.2025; b. Project Continuation - RC/ REP/ HARERA/ GGM/ 5 of 2018/ 7(3)/ 83/ 2025/ 25 dated 27.08.2025; Extension granted up to 31.12.2027.
8.	Unit no.	T1-2002, 19 th floor, Tower -1 (As per clause I of AFS at page 29 of complaint)
9.	Unit area admeasuring	104.10 sq. mtrs. (carpet area) 22.25 sq. mtrs. (exclusive area) 126.35 sq. mtrs. [Total area] (As per clause I of AFS at page 29 of complaint)
10.	Allotment letter	06.05.2022

		(As per page 19 – 20 of complaint also at page no.48 – 51 of reply)
11.	Date of execution of Agreement for Sale	30.03.2022 (As per page 21 – 61 of complaint)
12.	Possession clause	7. Possession of the unit: 7.1 Schedule for possession of the unit: <i>The developer 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.</i> <i>The developer shall offer possession of the units falling in Godrej Meridian Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ["Completion Time Period"]</i> ... [Emphasis supplied] (As per page no. 37 of complaint)
13.	Due date of possession	31.03.2023 [30.09.2022 + 6 months] (Note: as mentioned in clause 7.1 of AFS + Grace period of 6 months allowed as per HARERA notification no. 9/3-2020 dated 26.05.2020.)
14.	Basic sale consideration	Rs.1,37,54,108.85/- (As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 97 of the reply)
15.	Total sale consideration [BSP + IFMS + EDC/IDC + Other charges + GST]	Rs.1,79,50,009.54/- (As per pricing sheet i.e., Schedule-V annexed with AFS at page no. 97 of the reply)
16.	Amount paid against the allotted unit	Rs.1,79,50,008.50/- <i>[inclusive of advance/ timely rebate total amounting to Rs.1,84,036.50/- given by respondent.]</i> (As mentioned in SOA dated 16.07.2025 at page 62 of complaint)

17.	Payment Plan	Construction linked payment plan (As per page no. 98 of the reply)
18.	Occupation Certificate/ completion certificate	31.03.2023 <i>/For Tower 1, 2 & EWS/</i> (As per page no. 200 – 201 of reply)
19.	Offer of possession	01.05.2025 (As per page no. 202 – 212 of reply)
20.	Conveyance Deed	21.05.2025 (As per page no. 213 – 246 of reply)
21.	Physical possession	13.06.2025 (As per page no. 247 – 251 of reply)

B. Facts of the complaint:

3. The complainants have made the following submission: -

- I. That the respondent, one of the renowned real estate promoters in the Delhi NCR started an multi storied Group Housing Residential Colony under the project name and style "Godrej Meridien", Phase - I to be constructed and developed on the land situated at Village Babupur, Sector 106, Gurugram, Haryana - 122006.
- II. That the complainant(s) applied on dated 01.03.2022 for allotment of residential unit bearing No T1-2002, 19th Floor, Tower 1, having a carpet area of 104. 10 sq. meters, exclusive area of 22.25 sq. meters, total area 126.35 sq. meters along with all easements, privileges, right and benefits attached there to, along with the right to use common areas, facilities, limited common areas and facilities (if any) along with exclusive right to use (01) covered area and (00) open car park space as part of limited common area and facilities.
- III. That the complainant(s) received allotment letter dated 06.05.2022 for residential unit bearing no. T1-2002, 19th Floor, Tower 1, having a carpet area of 104. 10 sq. meters, exclusive area of 22.25 sq. meters, total area 126.35 sq. meters along with all easements, privileges, right and benefits attached there to, along with the right to use common areas, facilities,

limited common areas and facilities (if any) along with exclusive right to use (01) covered area and (00) open car park space as part of limited common area and facilities in project "Godrej Meridien", Phase - I situated at Village Babupur, Sector 106, Gurugram, Haryana - 122006 from the respondent. The unit in question was offered for a total sale consideration to the tune of Rs.1,79,50,009.54/- including Taxes. The payment plan opted was Construction Payment Plan.

- IV. That the agreement for sale inter-se the parties qua the unit in question was duly executed on 30.03.2022. As per the agreement (para no. 7.1), the possession of the unit in question was to be handed over to the complainant by 30.09.2022.
- V. That thus, as per the assurances and even as per agreement to sale, the possession of the residential unit bearing no t1-2002, 19th floor, tower 1, having a carpet area of 104.10 sq. meters, exclusive area of 22.25 sq. meters, total area 126.35 sq. meters along with all easements, privileges, right and benefits attached there to, along with the right to use common areas, facilities, limited common areas and facilities (if any) along with exclusive right to use (01) covered area and (00) open car park space as part of limited common area and facilities in Project "Godrej Meridien", Phase - I situated at Village Babupur, Sector 106, Gurugram, Haryana - 122006 was to be handed over by 30.09.2022.
- VI. That the complainant(s) made payments to the respondent to the tune of Rs.1,79,50,009/- out of Rs.1,79,50,009.54/- as and when demanded by the respondent and which is duly received and confirmed by the respondent. The statement of account dated 16.07.2025 provided by the respondent also confirms the same.
- VII. That initially the respondent kept the complainant(s) in dark and regularly informed the complainant(s) that the respondent will hand over the

possession by 30.09.2022 for "Godrej Meridien", Phase - I of the project as per agreement.

- VIII. That the respondent has thus failed to deliver possession of the unit on or before the due date of possession as per agreement. There is delay in the construction as per assurance and plan of the respondent.
- IX. That the complainant(s) had paid a sum of Rs.1,79,50,009/- out of Rs.1,79,50,009.54/- which has been duly received and acknowledged by the respondent.
- X. That the kept on requesting through various emails the respondent to provide possession with delayed possession charges but the respondent kept on ignoring the matter.
- XI. That even after receiving the payments on time from the complainant, the respondent did not give possession by the due date of possession i.e. 28th February, 2024 for floor nature of the project.
- XII. That the complainant(s) herein has been repeatedly and continuously expressing discontent and objecting to the malafide attitude of the respondent towards its allottees. That the complainant(s) has been requesting to the respondent and has made numerous requests and efforts seeking redressal of his grievance.
- XIII. That being highly aggrieved and frustrated by the entire circumstances and faced by the miserable attitude of the respondent, which needless to mention, has rendered the complainant(s) completely shattered and heartbroken, the complainant(s) is left with no other option but to approach the Regulatory Authority, HARERA, Gurugram, for issuance of the order to the respondent:
- A. To pay to the complainant Delayed Possession Charge
 - B. To deliver the possession of the unit as far as possible with compensation.

- XIV. That respondent is carrying its business within territorial jurisdiction of this Authority and the entire cause of action also accrued between the parties at Gurugram; therefore, this Authority has got the jurisdiction to entertain and try the present complainant.
- XV. That appropriate court fee has been paid by the complainant(s).

C. Relief sought by the complainants:

4. The complainant has sought following relief(s):
- Direct the respondent to pay delay possession charges;
 - Direct the respondent to deliver the possession of the unit as far as possible with compensation;
 - Direct the respondent to pay the complainant(s) litigation costs and litigation expenses of Rs.1,50,000/-;
 - Direct the respondent to pay a sum of Rs.10,50,000/- for causing mental, physical harassment, frustration & grievance to the complainant(s) & miserable attitude of the respondent and deficiency in service;
 - Pass any other such or further order as may be deemed fit by this Authority in favor of the complainant in the interest of justice and fair play.
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: -
- That the respondent has been involved in the business of real estate development and hold a prominent status in the real estate market. It is known for its construction quality and infrastructure, and also for delivering quality standards of living to its customers.
 - The respondent has developed a multi-storied group housing colony in phase wise manner by the name of "Godrej Meridien" ("Project") comprising of multi-storied residential buildings and other amenities,

- facilities, services, etc. on a parcel of land ad-measuring 14.793 acres in Village Babupur, Sector 106, Gurugram, Haryana. The said project was registered with the Authority under the provisions of The Real Estate (Regulation and Development) Act 2016 ("RERA Act") and Haryana RERA Rules, 2017 bearing registration no. RC/REP/HARERA/GGM/2018/05.
- iii. At the very outset, it is stated that the present complaint is wholly misconceived, erroneous, unjustified and ridden with wilful concealment of facts to mislead and abuse the process of this Hon'ble Authority. The complainants have filed the present complaint wrongly alleging delay in delivery of possession. The complainants have sought interest on delay in delivery of possession of the unit in question and the same has been done in complete ignorance of various "force majeure events" and "reasons beyond the control of the developer".
- iv. At the outset, the respondent submits that there has been no delay in the development of the said project, except for force majeure events or reasons beyond the control of the developer. The respondent has successfully developed the unit of the complainant and has secured the Occupation Certificate ("OC") for the same on 31.03.2023. Consequently, upon securing the OC, the respondent has offered possession to the complainant on 01.05.2025, 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.
- v. That there is no delay attributable to the respondent and the facts and circumstances of the present case are squarely covered by the clauses provided in the agreement for sale signed between the parties.
- vi. 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 01.03.2022 applied for the allotment of a residential unit.

- vii. Subsequent to that, the respondent vide the allotment letter dated 06.05.2022 allotted a unit bearing No. T1-2002 in Tower No. 1 in the project for a total sale consideration of Rs.1,79,50,009/-.
- viii. 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 30.03.2022 between the parties.
- ix. At this stage, before going further into facts as they transpired, it is important to highlight certain agreed terms and conditions of the AFS and Application Form, which was read and agreed upon by the Complainant:

Relevant clauses under Agreement for Sale:

• **Clause 7.1: Schedule for possession of the said Unit:**

The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and units falling under Phase II on or before 30.09.2023 ("Completion Time Period") as per agreed terms and conditions unless there is delay due to Force Majeure Event Court orders, Government policy/guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

As per the definition clause of the AFS, Force Majeure shall mean (a) war, flood, fire, draught, cyclone, earthquake or any other calamity caused by the nature affecting regular development of the Project, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/or other public competent authority/court affecting the regular development of the Project.

It is also noteworthy to mention that there are similar clauses in the model agreement introduced as Haryana Real Estate (Regulation and Development) Rules, 2017 by the RERA Authority.

- x. 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.

- xi. This Authority also reviewed the situation independently and released an order/circular dated 26.05.2020, wherein it has been clarified that all the registered projects under this Authority for which the date of completion or revised completion date or extended completion date as per registration expired on or after 25.03.2020, shall be extended automatically by 6 months, invoking force majeure clause. In view of the foregoing, the registration of the project stood automatically extended by a further period of six months, i.e., from 30.09.2023 until 29.03.2024.
- xii. Further, a brief of various difficulties that were faced by the Respondent while developing the Project during the Covid -19 pandemic and thereafter, are mentioned herein below:
 - a. Due to second wave of covid, the construction workers went back to their hometowns. Movement of labourers to construction sites was further worsened due to closing of borders and lockdown imposed by other state governments. Other labourer issues such as 14 days quarantine, social distancing, frequent sanitisation of workplace etc. In view of the second wave, the Hon'ble Panchkula Authority granted respite to the Developers for 3 months (01.04.2021 to 30.06.2021) on the account of force majeure event i.e., specific to "**second wave of covid 19**". It is also a matter of common knowledge that second wave of covid 19 was much graver than the first wave and thus, the damage and slowdown that was caused due to second wave in the project was way more than 3 months.
 - b. Acute shortage of imported material, raw material in the market owing to interstate import restrictions. Contractors refusing to execute works at site in view of increased prices in raw material like copper, aluminium etc.
 - c. Market recession and negative customer sentiment towards real estate.

- xiii. At this juncture, it is imperative to highlight that business of construction is labour intensive and shortage of labour and material due to covid and reasons beyond the control of the Developer/Respondent had led to slowdown of construction, thereby affecting the pace and schedule of construction of the Project and thereby its expected handover dates.
- xiv. It is further submitted 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.
- xv. Furthermore, it is submitted 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.
- xvi. 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 around 140 days.
- xvii. In addition to the above, there were restrictions/ban on construction activities in view of the Stage – III of Graded Response Action Plan (“GRAP”) in NCR region. Total ban period in terms of these orders is 37 days.
- xviii. 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 31.03.2023.
- xix. Ultimately, after completing the development of the project and after securing the necessary permissions including NOC(s) and OC for the project, the respondent offered possession of the unit to the complainants vide letter dated 01.05.2025.
- xx. That thereafter, a declaration cum undertaking dated 05.05.2025 has been given by the complainant to the respondent whereby the complainant inter alia had undertaken that the complainant had no grievance/ issue(s)/ claim(s) including in relation to any delay interest from the respondent and the complainant shall not raise any objection towards the same and shall not challenge the same in future and waive all his/her rights to raise any dispute/ claim/ objections in this regard in future including under the RERA Act.
- xxi. Thereafter, on 21.05.2025, the complainants and the respondent duly execute the conveyance deed and handed over physical possession of the unit on 13.06.2025.

- xxii. Therefore, that since the signing of the AFS and application form, the complainant was aware of the terms and conditions mentioned therein. And despite of the knowledge of aforesaid force majeure events, which are already in public domain, and having agreed to the terms and conditions of the AFS and application form, the complainants has filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession.
- xxiii. The aforesaid is being done in spite of occurrence of "force majeure event" (outbreak of covid 19, declared as force majeure event) and the reasons beyond the control of the developer. The complainant is trying to mislead this Authority by supressing material facts and stating wrong, incorrect and incomplete facts.
- xxiv. Thus, in view of the aforesaid factual scenario, the respondent cannot be held responsible for any delay in handing over the possession of the Unit, in fact, the respondent is taking all the desired steps at its end to secure the interest of its allottees.
- xxv. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.
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 respondent:

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 30.09.2022. Therefore, the due date of handing over possession comes out to be 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 31.03.2023 (including grace period) and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent/builder. Thus, the respondent/ promoter cannot be given any leniency on based of aforesaid reasons and it is well settled principle that a person cannot take benefit of his own wrongs.

G. Findings regarding relief sought by the complainant:**G.I Direct the respondent to pay delay possession charges;****G.II Direct the respondent to deliver the possession of the unit as far as possible with compensation;****G.III Pass any other such or further order as may be deemed fit by this Authority in favor of the complainant in the interest of justice and fair play.**

14. The above-mentioned relief sought by the complainant 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 complainant booked a unit in the project "Godrej Meridien-I", Sector-106, Gurugram, being developed by the respondent herein and was allotted a unit bearing no. T1-2002 at 19th floor in tower-T1, admeasuring area of 104.10 sq. mtr. carpet area and 22.25 sq. mtr. exclusive area, comprising 126.35 sq. mtr. (total area) vide allotment letter dated 06.05.2022. Subsequently, an agreement for sale was executed between the complainants and the respondent on 30.03.2022, for the total sale consideration of Rs.1,79,50,009.54/- out of which the complainant paid an amount of Rs.1,79,50,008.50/- [*inclusive of advance/ timely rebate total amounting to Rs.1,84,036.50/- given by respondent*].
16. In the present complaint, the complainant intends 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 30.03.2022, 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 developer 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 falling 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 clause 7.1 of the agreement for sale dated 30.03.2022, the respondent/promoter has proposed to deliver the possession of the said unit by 30.09.2022. Hence, the due date of handing over possession comes out to be 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainant is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of possession comes out to be 31.03.2023 (including grace period of 6 months).

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., 14.08.2026 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(z) 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:
- "(z) "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 complainant 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 30.03.2022. The respondent assures to offer the possession of the unit on or before 30.09.2022. Further, as per HARERA notification no.9/3-2020 dated 26.05.2020, an extension of 6 months is granted for the projects having completion date on or after 25.03.2020. The completion date of the aforesaid project in which the subject unit is being allotted to the complainants is 30.09.2022 i.e., after 25.03.2020. As far as grace period of 6 months as is concerned, the same is allowed. Therefore, the due date of handing over of possession comes to be 31.03.2023 (including grace period of six (6) months).

25. In the present case, the complainant was offered possession by the respondent on 01.05.2025 i.e., after obtained occupation certificate on 31.03.2023 from the competent authority. Further, the registered conveyance deed was also executed in favour of the complainant on 21.05.2025 and physical possession of the unit was taken over by the complainant on 13.06.2025. (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 physical possession of the allotted unit to the complainant as per the terms and conditions of the agreement for sale executed dated 30.03.2022 executed between the parties.
26. Section 19(10) of the Act obligates the allottee to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint, the occupation certificate was granted by the competent authority on 31.03.2023. The respondent offered possession of the unit in question to the complainant only on 01.05.2025. So, it can be said that the complainant came to know about the occupation

certificate only upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant should be given 2 months' time from the date of offer of possession. This 2 months of reasonable time is being given to the complainant keeping in mind that even after intimation of possession practically he has to arrange a lot of logistics and requisite documents including but not limited to inspection of the completely finished unit but this is subject to that the unit being handed over at the time of taking possession is in habitable condition. It is further clarified that that the delay possession charges shall be payable from the due date of possession i.e. 31.03.2023 till the date of offer of possession plus two months.

27. 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 allottee shall be paid, by the promoter, interest for every month of delay from due date of possession i.e., 31.03.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.

G.IV Direct the respondent to pay the complainant(s) litigation costs and litigation expenses of Rs.1,50,000/-;

G.V Direct the respondent to pay a sum of Rs.10,50,000/- for causing mental, physical harassment, frustration & grievance to the complainant(s) & miserable attitude of the respondent and deficiency in service;

28. The complainant is 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: -

29. 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 complainant 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., 31.03.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority or actual handing over of possession, whichever is earlier, as per Section 18(1) of the Act of 2016 read with Rule 15 of the Rules.
 - ii. The arrears of such interest accrued from due date of possession till the date of order by the Authority shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order.
30. Complaint as well as application, if any, stands disposed of accordingly.
31. File be consigned to the registry.

**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.08.2026