

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

Complaint no.: 5859 of 2025
Date of complaint: 01.12.2025
Date of order: 08.09.2026

Ravi Yadav and Nidhi Yadav,
Both R/o: - Flat No. 904, Tower 8, Orchid
Petals, Sector 49, South City 2, Gurugram.

Complainants

Versus

Godrej Highway LLP.
Having Regd. Office: Godrej One, 5th Floor,
Pirojshahnagar, Eastern Express Highway,
Vikhroli (East), Mumbai- 400079.

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
Rajul Shrivastava (Advocate)
Rohan Malik (Advocate)

Complainants
Respondent

ORDER

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

A. Unit and project related details

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

S.No.	Particulars	Details
1.	Name of project	"Godrej 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	18.06.2019 (As on page no. 55 of complaint)
7.	Agreement for sale	18.06.2019 (As on page no. 60 of complaint)
8.	Tri-partite agreement	15.04.2022 (page 113 of complaint)
9.	Unit no.	T-4-2503, Floor-25 th , (As on page no. 67 of complaint)
10.	Unit area	107.70sq.mtr [Carpet Area] 21.72 sq.mtr [Exclusive Area] 129.42 sq.mtr [Total Area] (As on page no. 67 of complaint)
11.	Possession clause	Clause 7. POSSESSION <i>7.1 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</i>

		<i>on account of any default on the part of the Buyer. [Emphases supplied] (As on page no. 74 of complaint)</i>
12.	Due date of possession	30.12.2023 (30.06.2023 + 6 months grace period on account of Covid-19)
13.	Total Sale consideration	Rs. 1,35,53,837/- (As on page no. 104 of complaint)
14.	Amount paid	Rs.64,10,063.44/- (As per S.O.A dated 07.06.2026 on page no.241 of reply)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not on record

B. Facts of the complaint

3. The complainants have made the following submissions: -
 - I. That the ccomplainants in the year 2019 were approached by the respondent for purchasing a unit in the residential colony being developed by the respondent named "Godrej Nature Plus" situated at Sector 33, Sohna, Gurgaon, Haryana. Based on the various representations made by the respondent, the complainants paid an amount of Rs.5,00,000/- towards the booking of a flat numbered GODNPST4-2503 admeasuring 107.7 square meters as carpet area in the project of the respondent, on 22.03.2019. The allotment letter was issued by the respondent on 18.6.2019.
 - II. That the payment plan chosen by the complainant was (i) Rs 5,00,000 on booking; (ii) 10% within 50 days of booking; (iii) 10% within 90 days of booking; (iv) 70% on the application of OC; and (v) 10% on offer of possession. The payment plan is provided in Annexure II of the allotment letter.
 - III. That the complainant and the respondent executed an agreement to sell on 18.6.2019 which clearly stated that the date of possession shall

be 30.06.2023. Based on the representation made by the respondent, especially the date of possession, the complainant went ahead and signed the agreement to sell. The complainant paid the amounts as per the payment schedule.

- IV. That the respondent sent emails to the complainant informing him that if he made advance payments to the respondent, the complainant shall be eligible for 7.5% rebate on all the future payments and such rebate shall be calculated and credited to him at the time of offer of possession. The complainant hence went ahead and made several advance payments to the respondent. The complainants availed a bank loan from State Bank of India to pay such advance payments.
- V. That the complainant has in total paid an amount of Rs.64,05,599.15/- till date.
- VI. That the respondent was, for reasons best known to it, did not offer possession to the complainant by 30.6.2023. The complainant kept asking the respondent for the reasons for the delay and by when will the possession be offered, however the complainant kept receiving evasive replies. The complainant came to know that there are only a few towers that have been granted the occupation certificate, however tower GODNPST4 in which the complainant had booked the unit, is still yet to be completely constructed. As per verbal assurances provided by the respondent, the construction shall be complete by December 2025, and then the OC shall be applied for. However, the ground reality is different and the complainant when visited the site, saw that the said tower is still not complete by all standards.
- VII. That the complainants have complied with the demands as raised by the respondent and have also paid advance amounts as asked by the respondent, however it is now approximately 2.5 years that the

complainant has been waiting for possession of the unit. It is pertinent to note that the complainant has paid significant amount of the total sale consideration and have also availed a bank loan but there has been an inordinate delay on the part of the respondent in offering possession of the unit. It is submitted that as per Section 18 of the Act the respondent was liable to pay interest to the complainants at a prescribed rate of interest which as per Rule 15 of the Rules is prescribed as the highest marginal cost of lending rate plus two percent.

- VIII. That the respondent has failed to offer possession of the unit to the complainants within the time promised. It is further submitted the said delay continues since legal possession of the unit has not been offered to the complainants till date. It is furthermore submitted that none of the circumstances that have resulted in this inordinate delay, were and are, beyond the control of the respondent. The complainants feel cheated because it is apparent that the promises made by the respondent were nothing but false and dishonest.
- IX. That the complainants had booked the unit in the project in the year 2019 and since then they have eagerly awaited possession of their unit. Therefore, despite the inordinate delay that has been caused by the respondent, which delay still continues, the complainants seek possession of the unit, habitable and complete in all respects along with appropriate compensation for the period of delay caused by the respondent.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):
- I. Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges as per the Act.

II. Direct the respondent to credit rebate amount as agreed by the respondent.

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

D. Reply by the respondent.

6. The respondent vide its reply dated 05.05.2026 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" on a land measuring 18.744 acres approx. at Sector 33 in Tehsil Sohna, Gurugram, Haryana.
 - ii. That the complainants being the educated person, after satisfying themselves with the project, vide application form dated 22.03.2019 applied for the allotment of unit no. 2503, 25th Floor, Tower - 4 in the project for a sale consideration of Rs.1,35,538,37/-. Pursuant to receipt of the requisite payment, the respondent allotted the said unit in favour of the complainants vide allotment letter dated 18.06.2019. Thereafter, the respondent called upon the complainants to execute the agreement for sale. In pursuance of the same, the AFS was executed on 18.06.2019 between the parties.
 - iii. That as per clause 7.1 of the AFS, the promoter assures to hand over possession of the apartment for residential along with parking (if applicable) to the Allottee on or before 30th June 2023 unless there is delay or failure due to "force majeure", war, flood, drought, fire, cyclone, earthquake, epidemic pandemic or any other calamity caused by nature, reasons beyond the control of the promoter, court orders, government policy/ guidelines, decisions affecting the regular

- development of the real estate project (Force Majeure). If, the completion of the project is delayed due to the above conditions, then the allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment for residential.
- iv. That while the project was being developed in the year 2020, the entire world fell the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. This 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 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. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid-19 pandemic and thereafter, are shortage of labour and material, ban on construction activities in NCR Region etc which were beyond control of the respondent.
- v. That an amount of Rs.64,10,063/- has been paid by the complainants to the respondent out of total sale consideration of the unit i.e. Rs.1,35,538,37/-.
- vi. That in view of the above stated facts, it is humbly submitted that the complaint of the complainants be dismissed with costs and no relief be granted to the complainant.
7. Copies of all the relevant documents have been filed and placed on record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of those undisputed documents and submission made by the complainants.

E. Jurisdiction of the authority

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

E.I Territorial jurisdiction

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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

Section 11.....(4) The promoter shall-

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

Section 34-Functions of the Authority:

34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.

10. So, in view of the provisions of the Act quoted above, the Authority has complete jurisdiction to decide the complaint regarding non-compliance of obligations by the promoter leaving aside compensation which is to be decided by the Adjudicating Officer if pursued by the complainant at a later stage.

F. Findings on objections raised by the respondent.**F.I Objections regarding force majeure.**

11. The respondent has raised the contention that the construction of the project has been delayed due to force majeure circumstances such as ban on construction, major spread of Covid-19 across worldwide, shortage of labour etc. The Authority observes that in the instant complaint, the due date of handing over of possession was 30.06.2023 and grace period of 6 months on outbreak of Covid-19 pandemic has already been granted to the respondent. As far as the contention of the respondent regarding banning of construction in the NCR region is concerned, the same was banned for a very short period of time and thus, cannot be said to impact the respondent-builder leading to such a delay in the completion. Further, some of the events mentioned above are of routine in nature happening annually and the promoter is required to take the same into consideration while launching the project. Thus, the respondent-promoter cannot be given any leniency on based of aforesaid reasons and it is a well settled principle that a person cannot take benefit of his own wrong.

G. Findings on the relief sought by the complainants:**G.I.Direct the respondent to handover possession, execute conveyance deed and to pay delay possession charges as per the Act.**

12. In the present complaint, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under.

"Section 18: - Return of amount and compensation

*18(1). If the promoter fails to complete or is unable to give possession of
an apartment, plot, or building, —*

*.....
Provided that where an allottee does not intend to withdraw from
the project, he shall be paid, by the promoter, interest for every
month of delay, till the handing over of the possession, at such rate
as may be prescribed."*

13. Clause 7 of the buyer's agreement dated 18.06.2019 provides for handing over of possession and is reproduced below:

Clause 7. POSSESSION

7.1 "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.....".

14. The respondent/promoter has proposed to handover possession of apartment to the allottee by 30.06.2023. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 30.12.2023.

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

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

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

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

17. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is

reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.

18. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 08.09.2026 is **8.80%**. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.80%**.
19. On consideration of documents available on record as well as submissions made by the parties, the Authority is satisfied that the respondent is in contravention of the Section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. By virtue of clause 7.1 of the agreement executed between the parties on 18.06.2019, the possession of the subject unit was to be delivered by 30.06.2023. Further, an extension of 6 months is granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020, on account of outbreak of Covid-19 pandemic. Therefore, the due date of possession comes out to be 30.12.2023. However, the respondent has failed to handover possession of the subject unit to the complainant till the date of this order. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within the stipulated period. Moreover, the Authority observes that there is no document on record from which it can be ascertained as to whether the respondent has applied for occupation certificate or what is the status of construction of the project. Hence, this project is to be treated as on-going project and the provisions of the Act shall be applicable equally to the builder as well as allottees.
16. Accordingly, the non-compliance of the mandate contained in Section 11(4)(a) read with proviso to Section 18(1) of the Act on the part of the

respondent is established. As such, the allottee shall be paid, by the promoter, interest at prescribed rate i.e. 10.80% p.a. on the amount paid, for every month of delay from due date of possession i.e., 30.12.2023 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.

17. Further, as per Section 11(4)(f) and Section 17(1) of the Act of 2016, the promoter is under an obligation to handover possession of the unit and to get the conveyance deed executed in favour of the allottee. Whereas as per Section 19(11) of the Act of 2016, the allottee is also obligated to participate towards registration of the conveyance deed of the unit in question. However, there is nothing on the record to show that the respondent has applied for occupation certificate or what is the status of the development of the above-mentioned project. In view of the above, the respondent is directed to handover possession of the unit and execute conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.

G.II. Direct the respondent to credit rebate amount as agreed by the respondent.

18. The complainants have submitted that the respondent sent emails to the complainant informing that if they made advance payments to the respondent, the complainants shall be eligible for 7.5% rebate on all the future payments and such rebate shall be calculated and credited to them at the time of offer of possession. The respondent vide its reply has contended that the alleged offer of 7.5% rebate, if any, was

conditional and not absolute, and was to be governed strictly in accordance with the agreed terms and policies of the respondent.

19. After considering the documents available on record as well as submission made by the parties, it is observed that the respondent vide email dated 15.07.2021, informed the complainants that they can avail advance payment rebate offering 7.5% p.a. for payments made in advance for the unit. However, there is no document available on record to establish that the said offer was subsequently accepted by the complainants and duly acknowledged or accepted by the respondent, so as to give rise to a concluded and enforceable arrangement between the parties. Further, no legitimate or contemporaneous communication has been placed on record evidencing that the complainants had, in fact, exercised the said offer and that such exercise was duly accepted by the respondent in accordance with the applicable terms and conditions. In the absence of any material demonstrating mutual acceptance and crystallisation of the alleged rebate arrangement, the claim of the complainants for grant/adjustment of the 7.5% rebate cannot be sustained. In view of the above, the relief sought by the complainants is declined.

G. Directions of the authority

24. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):
- i. The respondent is directed to pay interest to the complainant against the paid-up amount at the prescribed rate i.e., 10.80% per annum for every month of delay from due date of possession i.e., 30.12.2023 till offer of possession plus two months or actual handing over of

- possession, whichever is earlier, as per provisions of Section 18(1) of the Act read with Rule 15 of the Rules and Section 19(10) of the Act.
- ii. The arrears of such interest accrued from 30.12.2023 till the date of order by the authority shall be paid by the promoter to the allottee within a period of 90 days from date of this order and interest for every month of delay shall be paid by the promoter to the allottee before 10th of the subsequent month as per Rule 16(2) of the Rules.
 - iii. The respondent shall handover possession of the unit and execute conveyance deed in favour of the complainants in terms of Section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within three months after obtaining occupation certificate from the competent authority.
 - iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement dated 18.06.2019.
 - v. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delay possession charges as per Section 2(za) of the Act.
 - vi. A period of 90 days is given to the respondent/promoter to comply with the directions given in this order and failing which legal consequences would follow.
25. Complaint stands disposed of.
26. File be consigned to registry.


(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 08.09.2026