BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.: 2413 of 2025
Date of complaint: 14.05.2025
Date of order: 17.11.2026

Madhu Mehra,
R/o: - B-8/21, Krishna Nagar, Delhi-110051. **Complainant**

Versus

Godrej Real View Developers Pvt. Ltd.
Having Regd. Office: 3rd Floor, UM House,
Tower A, Plot No.35, Sector-44, Gurugram. **Respondent**

CORAM:
Arun Kumar **Chairman**

APPEARANCE:
Gaurav Rawat (Advocate) Complainant
Rohan Malik (Advocate) Respondent

ORDER

1. The present complaint has been filed by the complainant/allottee 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 complainant, 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 Meridien Phase-1"
2.	Location of project	Sector-106, Gurugram
3.	Nature of project	Group Housing
4.	DTCP License	License no. 18 of 2008
5.	HRERA registered	Registered vide registration no. 05 of 2018 dated-18.05.2018
6	Application Form	24.06.2018 (page 23 of complaint)
7.	Unit no.	T1-0202, Floor-2nd, Tower-1 (As on page no. 54 of complaint)
8	Unit Area	104.10 sq.mtr [Carpet Area] 22.25 sq.mtr [Exclusive Area] 126.35 sq.mtr [Total Area] (As on page no. 54 of complaint)
9	Builder Buyer Agreement	31.08.2018 (As on page no. 48 of complaint)
10	Possession clause	**CLAUSE 7** **POSSESSION OF THE UNIT:** **7.1 Schedule for possession of the said Unit:** *The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and the units falling under Phase II on or before 30.09.2023.* (As on page no. 61 of complaint)
11	Due date of possession	30.03.2023 [30.09.2022+6 months on account of Covid-19]
12.	Total sale consideration	Rs. 1,78,43,583/- (As on page no. 93 of reply)
13.	Amount paid	Rs.1,61,05,999.84/- (as per page 92 of complaint)
14.	Occupation certificate	31.03.2023

		(As on page no. 236 of reply)
15.	Possession intimation letter	01.05.2025 (as per page 238 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions: -

I. That the respondent launched a group housing project in the name & style of "Godrej Meridien" located in Village Babupur, Sector – 106, Gurugram. The project was extensively promoted and publicized through various mass media channels, including print, digital, and electronic media, to attract prospective buyers and investors.

II. That relying upon the assurances, representations, and commitments made by the respondent, the complainant vide application form dated 24.06.2018 booked unit no. 202, situated on the 2nd Floor of Tower T-01 within the said project. In pursuance thereof, the complainant made an initial payment of Rs.4,00,000/- through cheque bearing No. 044262 dated 23.06.2018, and an additional amount of Rs.1,00,000/- via online transfer, transaction reference No. 4191 dated 23.06.2018. Accordingly, the total sum of Rs.5,00,000/- was paid by the complainant at the time of executing the application form.

III. That the agreement to sale executed between the parties contains several illegal, arbitrary, and one-sided clauses, along with numerous hidden charges, which are designed to be forcefully imposed upon the buyer at the time of possession a tactic routinely employed by the respondents under the guise of standard contractual terms. With the intent to entrap and deceive the complainant, the respondents executed the agreement to sale dated 31.08.2018 and allotted a unit no. T1-0202, on the 2nd Floor, carpet area 104.10 sq. mt. exclusive area of 22.25 sq. mt., total area 126.35 sq. mt. in Tower - 1, thereby

luring the complainant into their fraudulent scheme. The respondents created a false impression that the project would be completed within a stipulated time frame, and under the cover of this assurance, they persistently raised payment demands, resulting in the extraction of a substantial amount of money from the complainant.

IV. That the total cost of the said unit is Rs. 1,78,43,583.6/- including all charges out of which the complainant paid total amount of Rs.1,61,05,999.84/- including taxes by the complainant in time bound manner as and when demanded by the respondent.

V. That as per the account statement maintained by the respondents, the complainant has paid a total sum of Rs. 1,61,05,999.84/- (inclusive of all applicable taxes) up to 02.05.2025. This payment constitutes more than 90% of the total sale consideration for the said unit, thereby demonstrating the complainant's substantial compliance with the financial obligations under the agreement.

VI. That in accordance with Section 19(6) of the Act, 2016, the complainant has duly fulfilled his obligations by making all requisite payments in the manner and within the time frame specified under the agreement to sale. Despite the inherently one-sided nature of the said agreement, which the complainant was compelled to sign, the complainant accepted various onerous clauses imposed by the respondents, including but not limited to provisions relating to escalation in cost, force majeure, due date of possession, preferential location charges (PLC), club membership fees, and other hidden charges. It is, therefore, submitted that the complainant has not committed any breach of the terms and conditions of the agreement and has acted in full compliance with his contractual obligations.

VII. That the complainant booked unit no. T1-0202, located on the 2nd Floor, having a carpet area of 104.10 sq. meters, with an exclusive area of 22.25 sq. meters, making the total area 126.35 sq. meters. This unit falls under Phase I of the project, and as per the clause 7.1 of agreement to sale dated 31.08.2018, the respondents were contractually obligated to hand over possession of the said unit on or before 30.09.2022.

VIII. That the complainant had opted for construction linked plan, as per which, the complainant was liable to make payment in accordance with the development progress in the project, however, the respondent have already raised the demand of more than 95% of the total sale consideration, which has duly been paid by the complainant and only the last demand towards offer of possession is pending, which has recently been raised by the respondent, vide offer of possession dt. 01.05.2025, however, the respondent company did not adjust a single penny in the name of compensation for the delay of more than two years.

IX. That despite being contractually obligated to complete the construction and hand over possession of the unit on or before 30.09.2022, the respondent grossly delayed the project's construction. The respondent deliberately failed to adhere to the committed timelines, causing undue hardship and mental agony to the complainant. Moreover, the construction remained incomplete well beyond the stipulated deadline, and the Occupation Certificate for the project was obtained only on 31.03.2025 after an inordinate delay of more than 2 years. Subsequently, the respondent issued the offer of possession to the complainant on 01.05.2025, which amounts to a delay of over 2 years from the agreed date of possession.

X. That the respondent, vide offer of possession dated 01.05.2025, has arbitrarily demanded an outstanding amount of Rs.17,70,391.36/-, which includes several illegal and unjustified charges. The respondent has wrongfully imposed interest up to 01.05.2025 along with GST @18%, amounting to Rs.17,216.07/-, without any lawful basis. Additionally, the respondent has adjusted a previous outstanding amount of Rs. 31,183.07/- without providing any proper break-up or justification and has further imposed Common Area Maintenance charges of Rs. 1,05,067.20/- and Common Area Electricity charges of Rs.26,266.80/- despite the fact that possession has not been lawfully delivered and no services are being availed by the complainant. Instead of compensating the complainant for this delay as mandated under the agreement, the respondent has raised illegal and inflated demands without adjusting the delay interest that is rightfully due to the complainant. Such conduct by the respondent is arbitrary, non-transparent, and amounts to unfair trade practice, causing serious financial prejudice to the complainant, who reserves the right to seek a full reconciliation of accounts and appropriate reliefs.

C. Relief sought by the complainant:

4. The complainant has 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 quash one-sided clauses from BBA.

III. Direct the respondent to give benefit of input tax credit on GST amount levied on complainant.

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 10.12.2025 has contested the complaint on the following grounds: -

i. 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 project in all aspects and have secured the Occupation Certificate for the project on 31.03.2023. Consequently, upon securing the OC, the respondent has offered possession to the complainant on 01.05.2025, however, the complainant has not discharged the payment obligations in terms of the possession intimation letter and AFS, he could not come forward to take the possession of the unit till date and hence, there is no breach on respondent's behalf in this regard.

ii. That 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 24.06.2018 applied for the allotment of a residential unit. Subsequent to that, the respondent vide the allotment letter dated 27.08.2018 allotted a unit bearing No. T1 - 0202 in Tower T1 on 2nd Floor in the project for a total sale consideration of Rs.1,78,43,583/-. Upon receipt of the booking amount, the respondent called upon the complainant to execute the agreement for sale. In pursuance of the same, the AFS was executed on 31.08.2018 between the parties. 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.

iii. That in the meantime, while the project was being developed, in the year 2020, the entire world fell in the clutches of Covid-19 pandemic and the country was in complete lockdown for several months. It is a matter of common knowledge that the pandemic hampered every small and big business, the respondent was also equally affected since its hands were also tied due to the nation-wide lockdown and other disruptions in material supply chain and labour issues. It is to be noted that even the Government of India had declared Covid-19 as a force majeure event. 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 30th September 2023 until 31st March 2024. Further, a brief of various difficulties that were faced by the respondent while developing the project during the Covid -19 pandemic and thereafter, are: 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. 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. Market recession and negative customer sentiment towards real estate. 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.

iv. 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. 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. At this stage, it will not be out of place to mention that despite facing odds of force majeure events (covid -19), the respondent kept the construction activity at full swing (in permissible limits) and applied for OC. Ultimately, after completing the development of the project and after securing the necessary permissions including NOC(s) and OC for the Project on 31.03.2023, the respondent offered possession of the unit to the complainants vide letter dated 01.05.2025 subject to payment and fulfilment of the terms

and conditions under the AFS. Since, the complainant has not discharged the payment obligations in terms of the possession intimation letter and AFS, he could not come forward to take the possession of the unit till date. Hence, there is no breach on respondent's behalf in this regard.

v. That since the signing of the AFS and application form, the complainants were aware of the terms and conditions mentioned therein. 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 complainant has filed present complaint and malafidely seeking possession along with interest on alleged delay in offer of possession. In light of the above, the present complaint is liable to be dismissed as baseless and misconceived.

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 parties.

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 30.09.2022 and grace period of 6 months on outbreak of Covid-19 pandemic has already been granted to the respondent in view of notification no. 9/3-2020 dated 26.05.2020. 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 cannot be said to affect or prevent the respondent from completing the project. Furthermore, despite having obtained the requisite Occupation Certificate on 31.03.2023, the respondent offered possession of the subject unit to the complainants only on 01.05.2025, resulting in an inordinate delay of more than two years. The said delay, therefore, is attributable to the respondent and constitutes a clear and unequivocal default on the part of the respondent-promoter. Moreover, 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. Therefore, the respondent-promoter cannot be granted 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 complainant:

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 complainant intends to continue with the project and is 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 31.08.2018 provides for handing over of possession and is reproduced below:

Clause 7. POSSESSION
7.1 "The Developer shall offer possession of the units falling in Godrej Meridien Phase I on or before 30.09.2022 and the units falling under Phase II on or before 30.09.2023."

14. The respondent/promoter has proposed to handover possession of apartment to the allottees by 30.09.2022. 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 30.03.2023.

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., 17.11.2026 is **8.95%.** Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., **10.95%.**

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. The Authority observes that in the instant case, the due date of possession was 30.03.2023. However, despite having obtained the requisite occupation certificate on 31.03.2023, the respondent offered possession of the subject unit to the complainants only on 01.05.2025, resulting in an inordinate delay of more than two years. The said delay, therefore, is attributable to the respondent and constitutes a clear and unequivocal default on part of the respondent-promoter. 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.

20. The Authority further observes that 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, whereas 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 she 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.

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. 10.95% p.a. on the amount paid, for every month of delay from due date of possession i.e., 30.03.2023 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 and Section 19(10) of the Act.

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. The possession of the subject unit has already been offered to the complainant after obtaining occupation certificate on 31.03.2023. Therefore, the respondent is directed to handover possession and to get the conveyance deed of the allotted apartment 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 within three months from the date of this order.

G.II. Direct the respondent to quash one-sided clauses from BBA and to give benefit of input tax credit on GST amount levied on complainant.

18. The complainant has submitted that there are several clauses available in the buyer's agreement executed between the parties which are one sided and illegal and sought removal of such clauses. The Authority

observes that the complainant voluntarily executed the buyer's agreement dated 31.08.2018 with the respondent against the subject unit and did not raise any objection with regard to the terms and conditions thereof prior to or at the time of its execution. Accordingly, any challenge to the terms and conditions of the buyer's agreement, having been raised at this belated stage, cannot be entertained.

19. The complainant has sought further relief with regard to direction to the respondent to give anti-profiteering credit/input tax credit to the complainant on the GST paid as per rules and regulations. The attention of the authority was drawn to the fact that the legislature while framing the GST law specifically provided for anti-profiteering measures as a check and to maintain the balance in the inflation of cost on the product/services due to change in migration to a new tax regime i.e. GST, by incorporating section 171 in Central Goods and Services Tax Act, 2017/Haryana Goods and Services Tax Act, 2017, the same is reproduced herein below:

> *"Section 171. (1) Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices."*

20. As per the above provision, the benefit of tax reduction or 'Input Tax Credit' is required to be passed onto the customers in view of Section 171 of HGST/CGST Act, 2017. In the event, the respondent/promoter has not passed the benefit of ITC to the buyers of the unit in contravention to the provisions of Section 171(1) of the HGST Act, 2017. The allottee is at liberty to approach the State Screening Committee Haryana for initiating proceedings under Section 171 of the HGST Act against the respondent-promoter.

H. 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., 10.95% per annum for every month of delay from due date of possession i.e., 30.03.2023 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 and Section 19(10) of the Act.

ii. The respondent is directed to issue a revised statement of account after adjusting the delay possession charges within a period of 30 days to the complainant. The complainant is directed to pay outstanding dues, if any, after adjustment of delay possession charges within a period of 60 days from the date of receipt of revised statement of account.

iii. The respondent shall handover possession of the unit and execute conveyance deed 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, within three months from the date of this order.

iv. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement dated 31.08.2018.

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., 10.95% by the respondent/promoter which is the same rate of interest which

the promoter shall be liable to pay the allottee, 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: 17.11.2026