

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

**Complaint no.** : 904 of 2025  
**Date of complaint** : 07.03.2025  
**Date of order** : 12.12.2025

Lovel Jain

**Address:** H.No. 3954, 2<sup>nd</sup> Floor, Sector 23,  
Gurugram, Haryana-122017

**Complainant**

Versus

M/s Signature Global (India) Pvt. Ltd.

**Address:** - Office - 1302, 13<sup>th</sup> Floor, Tower A,  
Signature Towers, South City 1, Gurugram, Haryana-122001

**Respondent**

**CORAM:**

Shri Arun Kumar

**Chairman**

**APPEARANCE:**

Sh. Akash Godhwani (Advocate)

Sh. Venket Rao (Advocate)

**Complainant  
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 there under 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 of the project	The Millennia,37-D Gurugram, Haryana.
2.	Nature of the project	Affordable Group Housing
3.	Project area	9.7015625 acres
4.	DTCP license no. and validity status	04 of 2017 dated 02.02.2017 valid upto 01.02.2022
5.	RERA Registered/ not registered	<b>Registered</b> 03 of 2017 dated 20.06.2017
6.	Unit no.	7, 606, Tower-7
7.	Unit area admeasuring	Carpet Area- 519.229 sq. ft. Balcony area-79.653sq. ft
8.	Application form dated	07.08.2017 (Page 27-49 of reply)
9	Date of allotment	01.11.2017 (page no. 50 of reply)
10	Agreement to sell	08.01.2018
11	Date of approval of building plans	08.06.2017 (as per project details)
12	Date of environment clearance	21.08.2017 (as per project details)
13	Possession clause	<b>5. Possession</b>



		<i>Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of installments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.</i>
14	Due date of delivery of possession	21.08.2021 (Calculated from the date of environment clearance)
15	Total sale consideration	Rs. 23,84,689/- (As per state of account dated 19.04.2025 on 101 of reply)
16	Amount paid by the complainants	Rs. 23,74,690/- (As per state of account dated 19.04.2025 on 101 of reply)
17	Occupation certificate	25.01.2023 (As per DTCP website)
18	Offer of possession	28.03.2023 (page no. 57-59 of reply)
19	CD executed on	13.09.2023

20	Possession certificate issued on	15.03.2024 (page no. 98 of reply)
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**B. Facts of the complaint.**

3. The complainant has made the following submissions in the complaint:

- I. In the year 2017, the Respondent Company issued an advertisement announcing a Residential Group Housing Project namely "The Millenia" located at Sector 37D, Gurugram, Haryana, under the provisions of the Affordable Group Housing Policy, 2013, thereby inviting applications from prospective buyers for allotment in the said project. The Respondent represented that the project had obtained Building Plan Approval from the competent authority.
- II. The Complainant, relying upon the representations and assurances made by the Respondent and its agents, applied for allotment in the said project and paid an initial amount of Rs. 1,05,837/-. The Respondent duly acknowledged the payment and allotted a residential unit to the Complainant.
- III. Subsequently, the Complainant received an Allotment Letter for Unit No. T7-008 in the said project. Thereafter, relying upon the promises and representations made by the Respondent, the Complainant executed a Builder Buyer Agreement dated 08.01.2018 with the Respondent Company. In pursuance of the demand notices issued by the Respondent, the Complainant paid a total sum of Rs. 23,07,253/- towards the said unit.
- IV. The Complainant continuously followed up with the Respondent through emails, telephonic communications and personal visits seeking information regarding the status of construction and expected



possession of the said unit. However, the Respondent repeatedly assured the Complainant that the issue of delay compensation would be settled individually at the time of possession.

- V. The Respondent was well aware of the provisions of Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017, including the entitlement of the Complainant to interest for delay in possession as per Clause 6.2(ii) of the Builder Buyer Agreement. However, despite charging interest from the Complainant for delayed payments, the Respondent has deliberately failed to pay any interest or compensation for delayed possession.
- VI. Despite repeated follow-ups by the Complainant, the Respondent failed to provide any satisfactory explanation regarding the delay in construction and delivery of possession. At different times, the Respondent attributed the delay to reasons such as the COVID-19 pandemic and alleged financial constraints. However, these explanations were vague, inconsistent, and unsupported by any documentary evidence. Having exhausted all possible remedies and after suffering immense financial and mental distress due to the delay in possession of the residential unit, the Complainant has been left with no option but to approach this Hon'ble Authority for redressal of grievances.
- VII. The Respondent has adopted unfair and restrictive trade practices in the sale of residential units in the project. The Respondent has failed to adhere to the terms and conditions of the Builder Buyer Agreement dated 08.01.2018, as well as the provisions of the Affordable Housing Policy, 2013, and has illegally extracted money from the Complainant

by making false representations and promises regarding timely delivery of possession and project facilities.

- VIII. As per Clause 6.1(i) of the Builder Buyer Agreement, the Respondent was required to hand over possession of the said unit on or before 20.08.2021. However, the actual habitable 30 months possession was offered only on 20.02.2024, resulting in a delay of approximately from the promised date of possession.
- IX. Under Clause 4.6 of the Builder Buyer Agreement, the Respondent is entitled to charge 15% simple interest per **annum** from the Allottee for delayed payments. Conversely, Clause 6.2(ii) of the Agreement provides that the Respondent is equally liable to pay interest at the rate of 15% per annum for every month of delay in handing over possession. Despite this contractual obligation, the Respondent has failed to pay any such interest to the Complainant.
- X. The Hon'ble National Consumer Disputes Redressal Commission has repeatedly held that an offer of possession conditional upon payment of charges not contractually agreed upon cannot be treated as a valid offer of possession. The terms imposed by the Respondent demonstrate a clear imbalance and lack of parity between the rights and obligations of the parties, thereby constituting unfair trade practices. Under Section 11(4) of the Real Estate (Regulation and Development) Act, 2016, the promoter is bound to fulfil all obligations and responsibilities under the agreement for sale and is liable to the allottees until conveyance of the property.
- XI. The Respondent issued a final demand notice including charges such as advance maintenance charges, which are not part of the Builder Buyer Agreement and are therefore illegal and unsustainable. Such demands are in violation of Clause 4(v) of the Affordable Housing Policy 2013,

which clearly provides that the coloniser is required to maintain the colony free of cost for a period of five years from the date of grant of Occupation Certificate.

- XII. The Complainant has paid 100% of the total consideration amounting to Rs. 23,07,253/-, yet possession was handed over after a delay of 30 months. Under Section 18 of the Real Estate (Regulation and Development) Act, 2016, the promoter is liable to pay interest for every month of delay in handing over possession until the actual date of possession. The Respondent collected substantial funds from homebuyers including the Complainant but failed to utilize the same for timely completion of the project, thereby causing significant delay.
- XIII. In the present case, the Complainant has paid a total amount of Rs. 23,07,253/- and possession was granted only on 20.02.2024, resulting in a delay of more than 30 months from the committed date of possession, thereby making the Respondent liable to pay delayed possession charges along with interest as per the terms of the Builder Buyer Agreement and the provisions of the Real Estate (Regulation and Development) Act, 2016.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).
- I. The respondent be directed to handover physical possession of the unit along with interest.
  - II. It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.

**III.** It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.

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

**D. Reply by the respondent.**

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

- i. That the Complainant has intentionally concealed the true and complete facts of the case. The correct facts are being reproduced herein for the proper and effective adjudication of the present matter. The Complainant has raised false, frivolous, misleading and baseless allegations against the Respondent with the sole intention of making unlawful gains.
- ii. That the Complainant has not approached the Authority with clean hands and has deliberately suppressed material facts. It is submitted that the present complaint is devoid of merit and is liable to be dismissed with costs.
- iii. That the Complainant, in the year 2017, while searching for a commercial complex, came to know about the Affordable Housing Project titled "The Millenia" situated at Sector-37D, Gurugram (hereinafter referred to as the "Project"), which was being developed by the Respondent in accordance with the Affordable Housing Policy.
- iv. That on 07.08.2017, the Complainant applied for allotment of a unit in the Project developed by the Respondent. Pursuant to the said application, a draw of lots was conducted on 27.10.2017 in the presence of officials of Department of Town and Country Planning Haryana and the office of the Deputy Commissioner, Gurugram.

- v. Accordingly, a unit bearing Unit No. 7-008 in Block/Tower-7, situated on the Ground Floor, having a carpet area of 519.229 sq. ft. and balcony area of 79.653 sq. ft., along with a two-wheeler open parking site and pro-rata share in the common areas, was allotted to the Complainant vide Allotment Letter dated 01.11.2017.
- vi. That on 10.01.2018, an Agreement to Sell (hereinafter referred to as the "Agreement") was executed between the parties for the said retail unit having a sale consideration of Rs. 21,16,743/-, excluding other applicable charges, taxes, etc., as agreed by the Complainant under the Agreement.
- vii. It is pertinent to mention that the said Agreement was executed by the Complainant voluntarily, with free will and consent, and without any protest or demur.
- viii. That the Complainant had applied for the said retail unit only after conducting due diligence and verification and after being fully satisfied with the Project and its terms and conditions.
- ix. That as per the provisions of Clause 5.1 of the Agreement, the possession of the unit was proposed to be offered by August 2021, subject to delay or failure on account of force majeure events.
- x. That as per Clause 5.1 of the Agreement, the possession of the retail unit was proposed to be offered by August 2021, subject to force majeure circumstances.
- xi. That the Respondent is entitled to an extension of time on account of force majeure circumstances and other reasons beyond its control, including the Covid-19 pandemic and bans on construction activities imposed by competent authorities and courts.
- xii. That as per Clause 5.1 of the Agreement, the Respondent is entitled to an extension of timeline in the event the project is affected by force majeure circumstances.

- xiii. It is submitted that the committed date of possession fell during the Covid-19 pandemic when the entire nation was under lockdown. The Ministry of Finance, vide Office Memorandum dated 13.05.2020, treated the Covid-19 lockdown as a force majeure event and granted a six-month extension for fulfilment of contractual obligations. Similarly, the Ministry of Housing and Urban Affairs advised real estate regulatory authorities to extend the completion timelines of projects by six months due to the outbreak of Covid-19.
- xiv. Further, the Haryana Real Estate Regulatory Authority Panchkula, considering the disruptions caused by the second wave of Covid-19, granted an additional three-month extension from 01.04.2021 to 30.06.2021, treating the same as a force majeure event. Even after the lifting of Covid-19 restrictions, it took considerable time for labourers and workforce to return from their native places, which resulted in slow progress of construction activities. The Respondent also had to carry out repairs and restoration of already constructed portions that had remained unattended during the lockdown period.
- xv. It is further submitted that construction activities in the Delhi-NCR region were halted on several occasions due to orders issued by courts and statutory authorities to control pollution levels. The Respondent was legally bound to comply with such orders, which adversely affected the timely completion of the Project. The Supreme Court of India, vide order dated 04.11.2019 in M.C. Mehta vs Union of India (W.P. Civil No. 13029/1985), directed that no construction and demolition activities be carried out in Delhi-NCR. Consequently, construction activities remained suspended from 04.11.2019 to 14.02.2020, affecting approximately 55 days.

- xvi. Further, the Commission for Air Quality Management, vide order dated 16.11.2021, directed suspension of construction and demolition activities in the NCR region until 21.11.2021, affecting construction for 6 days. Due to the aforesaid unforeseen circumstances beyond the control of the Respondent, the development of the Project was adversely affected. The delay was neither intentional nor deliberate, and the Respondent was bound to comply with the directions issued by courts and government authorities.
- xvii. Various other restrictions imposed by pollution control authorities also resulted in suspension of construction activities for different periods, which cumulatively contributed to the delay in completion of the Project. Accordingly, the total delay caused due to force majeure circumstances amounts to approximately 1.4 years, which deserves to be excluded while calculating the alleged delay.
- xviii. That the Project was duly completed and the Occupancy Certificate dated 25.01.2023 was obtained from the competent authority. Thereafter, possession was offered to the Complainant vide Offer of Possession Letter dated 28.03.2023. Subsequently, the Conveyance Deed was executed on 13.09.2023, and the Complainant took physical possession of the unit vide Possession Certificate dated 13.09.2023. At the time of taking possession, the Complainant executed a declaration confirming satisfaction with the quality of construction, fittings and fixtures and clearly stated that no claims whatsoever remained against the Respondent.
- xix. It is submitted that as per the Doctrine of Waiver, a party may voluntarily relinquish a statutory or contractual right when no public interest is involved. The Complainant, by accepting possession and declaring that no claims remain, has waived his right to claim interest for delay in handing

over possession. The Hon'ble Supreme Court of India in All India Power Engineer Federation vs Sasan Power Ltd. (2017) 1 SCC 487 has held that waiver constitutes an intentional relinquishment of a known right.

- xx. It is further submitted that the Complainant defaulted in making payments on several occasions as per the agreed payment schedule under the Agreement and the Affordable Housing Policy. Payments were frequently made after the stipulated timelines, which resulted in the levy of delayed payment charges as per the policy.
  - xxi. The statement of account clearly reflects that the Complainant had paid delayed payment charges due to late payments. The Complainant has raised the issue of delay in completion of the Project while deliberately concealing the fact that the delay occurred due to force majeure circumstances beyond the control of the Respondent.
  - xxii. The Project stands completed, the Occupancy Certificate has been obtained, possession has been offered, the conveyance deed has been executed and the Complainant has taken possession of the unit. The allegations made by the Complainant are false, frivolous and misleading and have been made with the intention of misleading the Authority.
  - xxiii. No cause of action exists in favour of the Complainant and against the Respondent. The present complaint is an abuse of the process of law and deserves to be dismissed with costs. The Complainant has sought delay possession charges; however, the same are not maintainable since the Complainant has already taken possession of the unit and expressly waived all claims against the Respondent.
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 these undisputed documents and submission made by the parties.

**E. Jurisdiction of the authority**

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

**E.I Territorial jurisdiction**

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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**

10. 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) 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.

11. 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 complainants at a later stage.

**F. Findings on the relief sought by the complainant.**

F.I The respondent be directed to handover physical possession of the unit along with interest.

F.II It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.

F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.

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 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**5. Possession**

*Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.*

**14. 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.*

15. 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.

16. 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., 12.12.2025

is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

17. The definition of term 'interest' as defined under section 2(za) of the Act provides that the rate of interest chargeable from the allottee by the promoter, in case of default, shall be equal to the rate of interest which the promoter shall be liable to pay the allottee, in case of default. The relevant section is reproduced below:

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

*Explanation. —For the purpose of this clause—*

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

18. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e., 10.85% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.

19. Upon consideration of the documents available on record and the submissions made by both the parties, this Authority is satisfied that the Respondent is in contravention of Section 11(4)(a) of the Real Estate (Regulation and Development) Act, 2016 by failing to hand over possession of the subject unit within the stipulated period as agreed between the parties. By virtue of Clause 5 of the Apartment Buyer's Agreement dated 08.01.2018 executed between the parties, the possession of the subject

apartment was to be delivered on or before 21.08.2021. However, the Respondent failed to hand over possession by the said committed date, thereby violating the terms of the Agreement as well as the statutory obligation cast upon it under the Act. That the Respondent obtained the Occupancy Certificate from the competent authority on 25.01.2023 and thereafter offered possession of the said unit to the Complainant vide Offer of Possession Letter dated 28.03.2023. Subsequently, the Conveyance Deed in respect of the said unit was duly executed between the parties on 13.09.2023.

20. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @10.85% p.a. w.e.f. 21.08.2021 till the date of offer of possession plus two months i.e., 28.05.2023. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.

**F.II Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.**

21. The respondent shall not charge anything from the complainant which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

**F.III Direct the respondent not to charge any maintenance for a period of 5 years.**

22. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

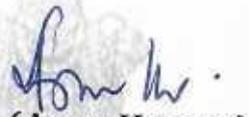
**G. Directions of the Authority**

23. 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 of 10.85% p.a. for every month of delay from the due date of possession i.e., 21.08.2021 till the date of offer of possession plus two month i.e., 28.05.2023. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
- ii. The arrears of such interest accrued from 21.08.2021 till the date of order by the authority shall be paid by the respondent/promoter to the complainant 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 allottees before 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainant is directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.85% by the respondent/promoter which is the same rate of interest which the

promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per section 2(z) of the Act.

- v. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
24. The complaint and application, if any, stands disposed of.
25. File be consigned to registry.

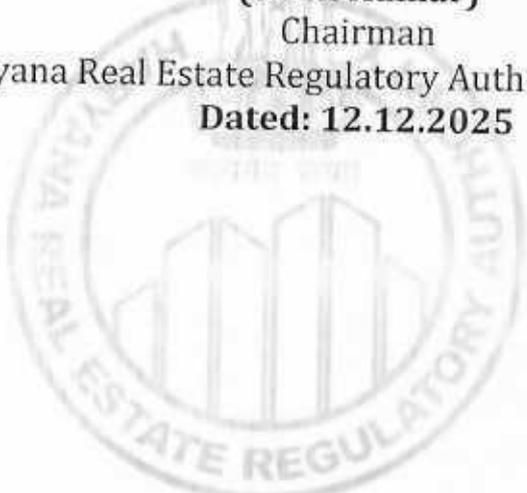


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.12.2025



**HARERA**  
**GURUGRAM**