

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 1798 of 2025
Date of decision : 30.01.2026

Sandeep

Address: Village-Babra, Bakipur Post
Office Jamalpur, Gurugram

Complainant

Versus

M/s Signature Global India Private Limited

Address: Office - 1302, 13th Floor, Tower A,
Signature Towers, South City 1,
Gurugram, Haryana-122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Ms. Riya
Shri Anjalika Sharma

Counsel for Complainant
Counsel for Respondent

ORDER

1. The present complaint dated 18.04.2025 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 allottees 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 Millenia, sector-37D
2.	Nature of the project	Affordable housing Project
3.	Project area	9 acres
4.	License no.	4 OF 2017 dated 08.06.2017 valid upto 01.02.2022
5.	RERA registered or not	03 of 2017 dated 20.06.2017 valid upto 21.08.2021
6.	Allotment letter	27.10.2017 [pg. 34 of complaint]
7.	Registered Agreement for sale	29.01.2018 [page 29 of complaint]
8.	Unit no.	11-1704, T-11, 17 th floor
9.	Area of the unit	552.360 sq. ft.
10.	Possession clause	5. POSSESSION 5.1 Within 60 (sixty) days from the date issuance of occupation Certificate the Developer shall offer the possession of the Flat to the Allottee(s). Subject to force majeure circumstances, receipt of Occupation Certificate and Allottee(s) having timely complied with its obligations, formalities or



		documentation as prescribed by the Developer in terms of Agreement and not being in default under 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 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later."
11.	Total sale price as per BBA	Rs. 22,49,267/-
12.	Paid up amount as alleged by the complainant in its complaint	Rs. 22,49,267/-
13.	Date of approval of building plans	08.06.2017
14.	Date of approval environmental clearance	21.08.2017
15.	Due date of possession	21.08.2021 [Calculated from the date of environmental clearance]
16.	OC dated	25.01.2023
17.	Intimation of possession	N/A

B. Facts of the complaint.

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

- I. That in the year 2018, the Complainant came to know about the real estate project "The Millenia", situated at the revenue estate of Village Gadauli Kalan, Sector-37D, Sub-Tehsil Kadipur, District Gurugram, Haryana (hereinafter referred to as "*the Project*"), through the authorised marketing representatives of the Respondent. The said representatives made tall claims, assurances and warranties regarding the development, timely completion, quality and amenities of the Project. Lured by these representations, the Complainant was convinced to book a residential unit in the Project.
- II. The representatives of the Respondent further represented that various unit sizes were available in the Project, keeping in view the diverse financial capacity of customers. It was also represented that since the Project fell under the Affordable Group Housing Policy, 2013 of the Haryana Government, complete and easy financial assistance would be available through several NBFCs and banking institutions.
- III. The Respondent's marketing officials further assured the Complainant that a site visit could be arranged, and emphasised that the Respondent was known for timely delivery and strict adherence to quality standards. The Complainant was urged not to miss this "lifetime opportunity" as bookings were allegedly closing shortly. Under these assurances and pressure, the Complainant was compelled to sign a blank application form, believing the Respondent's assurances to be true and genuine.

- IV. Relying on the Respondent's representations and assurances, the Complainant agreed to purchase a residential unit in the aforesaid Project to fulfil his long-cherished dream of owning a home. Accordingly, the Complainant booked a unit and deposited an initial amount of Rs. 1,12,000/- at the time of booking.
- V. The Respondent thereafter executed an Agreement for Sale dated 29.01.2018 with the Complainant for the allotted unit. Despite making timely payments in response to every demand letter, the Complainant was hopeful of receiving possession by the contractual due date as per Clause 5.1 of the Agreement, i.e., on or before 31.01.2022. However, on regular site visits, the Complainant observed that construction progress was significantly behind schedule and not in accordance with the approved plan and timeline. Concerned, the Complainant repeatedly approached the Respondent through personal visits, written letters and emails seeking clarity on the delay.
- VI. The Respondent, however, offered only vague and evasive assurances that possession would be delivered as per the Agreement, without addressing the evident lack of progress at the site. Despite repeated follow-ups, the Respondent failed to deliver possession within the stipulated timeline, causing severe distress, hardship and financial strain to the Complainant, who acted throughout in good faith.
- VII. The Respondent's representatives again assured the Complainant that the delay concerns would be examined and rectified. Relying on these

repeated assurances, the Complainant waited in good faith. However, no corrective steps were taken, nor did the Respondent provide any transparent timeline, leaving the Complainant in a state of uncertainty and inconvenience.

- VIII. The Complainant repeatedly attempted to escalate the matter and bring the issues to the Respondent's notice through various emails and telephonic communications. However, the Respondent failed to respond meaningfully or take any steps to rectify the situation. Such conduct further aggravated the Complainant's financial loss and mental distress.
- IX. The Complainant has paid a total sum of Rs. 22,49,267/-, being 100% of the total sale consideration. It is submitted that the Respondent made false, misleading and incorrect representations regarding the Project and the unit, due to which the Complainant has suffered harassment, mental agony and financial loss. The Respondent is, therefore, liable to compensate the Complainant under Section 12 of the RERA, 2016 and the rules framed thereunder for fraudulent and unfair trade practices.
- X. The Respondent has acted in a deficient, unfair, wrongful and fraudulent manner. The Complainant is therefore entitled to damages and compensation for losses and harassment suffered due to the illegal and wrongful conduct of the Respondent.
- XI. The Respondent is guilty of deficiency in service, unfair trade practice, making false assurances, and giving incorrect statements in violation of

the RERA Act, 2016 and applicable rules. The Complainant has suffered monetary loss, mental agony and harassment due to such conduct.

- XII. The Haryana Government, through its Town & Country Planning Department, issued a Gazette Notification dated 19.08.2013 under the Affordable Housing Policy, 2013, introduced under Section 9A of the Haryana Development and Regulation of Urban Areas Act, 1975. The objective of the policy was to encourage development of group housing projects with predefined size, rate and delivery timelines to increase supply of affordable housing.
- XIII. The cause of action first arose when the Respondent advertised the Project and made representations regarding timely completion. It further arose on each date when the Respondent accepted the booking amount and assured possession by 29.01.2021, and thereafter when the Respondent unjustifiably failed to deliver possession or pay delay interest. The cause of action continues to subsist and is ongoing.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s).
- I. Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.
 - II. Direct the respondent to deliver the unit in a habitable condition and execute the conveyance deed in favour of the 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 has contested the complaint on the following grounds.
- I. That the present complaint is a frivolous, vexatious and afterthought attempt by the Complainant(s) to derive undue monetary benefits at the cost of the Respondent. It is filed with mala fide intent and is liable to be dismissed at the very outset.
 - II. The Complainant(s) have concealed material facts and have approached this Hon'ble Authority with unclean hands. The complaint is devoid of any cause of action and is liable to be rejected with costs. The Complainant(s) have filed the present complaint after more than 2.5 years from the date of offer of possession and execution of the conveyance deed. Such belated monetary claims are not maintainable.
 - III. Reliance is placed on the recent order of the Hon'ble Supreme Court dated 07.01.2026 in SLP No. 37642/2025 (Emaar India Ltd. v. Kusum Bali & Anr.), wherein the Hon'ble Court stayed an order allowing compensation claims post-execution of the conveyance deed. The matter is under consideration involving a substantial question of law.
 - IV. The Complainant(s), in 2017, expressed interest in the Respondent's Affordable Housing Project "The Millenia", Sector 37D, Gurugram. They were fully aware that the Project was launched in 2019 after obtaining RERA Registration No. 69 of 2019. The Complainant(s) applied for allotment vide Application No. 4380 dated 14.08.2017. Allotment was made after draw of lots held on 27.10.2017, and Unit No. 11-1704,

Tower 11, was allotted vide Allotment Letter dated 01.11.2017. The Agreement for Sale was executed on 29.01.2018 for a total sale price of Rs. 22,49,267/-, executed voluntarily without protest.

V. As per Clause 5.1 of the Agreement, possession was to be offered within 4 years from the date of approval of building plans/environment clearance, subject to force majeure and timely payment compliance by the Complainant(s). The committed possession date (August 2021) was expressly subject to force majeure and timely payments, both of which the Complainant(s) failed to honour.

VI. Force Majeure Events Causing Delay (Beyond Respondent's Control)
The Respondent is entitled to extensions under Clause 5.1 due to multiple force majeure events, including:

(a) COVID-19 Pandemic

- Ministry of Finance OM dated 13.05.2020 – 6 months extension
- MOHUA Advisory dated 13.05.2020 – automatic 6-month extension
- HRERA Gurugram Order dated 26.05.2020 – recognition of COVID force majeure
- HRERA Panchkula Resolution dated 02.08.2021 – 3-month extension due to second wave

(b) Labour shortage, material disruption, abandoned construction repairs

These factors further delayed project progress despite best efforts.

(c) Multiple Construction Bans in NCR

VII. These bans cumulatively halted construction for approx. 1 year and 6 months, entirely beyond the control of the Respondent. The Hon'ble Punjab & Haryana High Court (order dated 24.12.2025) has recently accepted force majeure as a valid defence and remanded similar matters for fresh consideration. The Project has been completed in all respects.

- Occupation Certificate obtained on 25.01.2023
- Offer of Possession issued on 28.03.2023
- Possession Certificate & Conveyance Deed executed on 09.08.2023

VIII. The Complainant(s) have already taken possession and willingly executed the conveyance deed. After execution of conveyance, no claim for alleged past delay survives. As per Clause 9.1, the Complainant(s) are required to pay maintenance for five years from the date of OC. The Respondent has acted strictly in accordance with the Agreement. The Complainant(s) have defaulted in timely payments on several occasions. Customer Ledger reflects multiple instances of delayed payments. The Complainant(s) have paid Rs. 25,31,212.88/- (inclusive of Rs. 17,700/- goodwill credit), not the amount claimed.

The allegations of delay are false and have been made by suppressing the fact that:

- The possession date was force-majeure protected
- The Respondent complied with all obligations
- The Complainant(s) themselves defaulted

- OC was timely obtained
- Possession was timely offered
- Conveyance was executed

IX. The present complaint is nothing but a misuse of the process of law. The complaint is wholly misconceived, lacks cause of action, and is liable to be dismissed with exemplary costs. Once possession is taken and conveyance deed executed, monetary claims for past delay are not maintainable under law, especially in view of the pending Supreme Court matter.

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 Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.
- F.II Direct the respondent to deliver the unit in a habitable condition and execute the conveyance deed in favour of the complainant.

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., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
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., 10.80% 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 29.01.2018 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.
20. 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 the due date of possession i.e., 21.08.2021 till the date of offer of possession plus two 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.

G. Directions of the Authority

21. 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/promoter is directed to pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainant(s) from the due date of possession i.e., 21.08.2021 till the date of offer of possession plus two month 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 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.
- III. The complainant is also 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., 10.80% 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 delayed possession charges as per section 2(za) of the Act.
- V. The respondent is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if

any. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.

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



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 30.01.2026