

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 6155 of 2025
Date of decision : 17.07.2026

Ms. Neeta Rani and Mr. Aditya Singh

Address: House No. B-2/269, Yamuna Vihar,
North Delhi-110053.

Complainants

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:

Shri Nipun Rao

Shri Pankaj Chandola

Counsel for Complainants
Counsel for Respondent

ORDER

1. The present complaint dated 04.12.2025 has been filed by the complainants/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 complainants, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

S.N.	Particulars	Details
1	Name and location of the project	Signature Global City 92, Gurugram
2	Nature of the project	Affordable residential plotted colony (DDJAY)
3	Project area	10.30 acres
4	DTCP license no.	12 of 2021 dated 12.03.2021 valid upto 11.03.2026
5	Name of licensee	1. S.A Township Pvt. Ltd. 2. Ramprastha Estates Pvt. Ltd. 3. Signature Infrabuild Pvt. Ltd.
6	RERA Registered/ not registered	38 of 2021 dated 27.07.2021 upto 30.04.2023
7	Unit no.	92-L-11A-1F
8	Unit area admeasuring	654.193 sq. ft.
9	Date of application form	26.08.2022
11	Date of builder buyer agreement	07.09.2022 [Page 57 of the reply]
12	Possession Clause	7. POSSESSION OF THE RESIDENATIAL INDEPENDENT FLOOR 7.1 Schedule for possession <i>The Promoter assures that possession of the residential independent floor, along with the applicable parking space (provided the parking charges have been paid in accordance with the agreed terms and conditions), shall be handed over by 30 April 2023 for plot-nature and by 31 December 2023 for floor-nature unless</i>



		<i>there is delay is due to force majeure court orders, government policies, government decisions, or any other circumstances beyond the Promoter's reasonable control that affect the regular development of the real estate project.</i>
13	Due date of possession	31.12.2023 [in terms of clause 7.1 of the BBA]
14	Total sale consideration	Rs. 81,05,611/-
15	Amount paid by the complainants	Rs. 79,94,613/- [As per SOA dated 04.12.2025 at page 297 of the reply] [Respondent has issued a credit note amounting to ₹1,14,480.57 in favour of the complainant]
16	Occupation certificate	29.07.2024 [Page 302-303 of the reply]
17	Offer of possession	02.09.2024
18	CD executed on	24.04.2025 [Page 306-336 of the reply]
19	Possession certificate dated	24.04.2025

B. Facts of the complaint.

3. The complainants have made the following submissions in the complaint:

- That the present complaint is being filed by the Complainant against the Respondent-Builder/Developer seeking directions for payment delayed possession charges.
- The complainant, based on the claims of the Respondent of being a leading Real Estate Company and a reputed developer purchased a residential independent floor situated on First floor bearing unit no. 92-L11-A-1F, at Plot No. A60 having Carpet Area of 654.19 Sq. Ft. and



Balcony area 136.84 Sq. Ft in the said project on 31.08.2022 in its project is known as "Signature Global City-92", located at Sector 91, Gurugram, Haryana for a total sale consideration of Rs. 81,05,611.00/- (Rupees Eighty-One Lakhs Five Thousand and Six Hundred and Eleven Only). The original Builder Buyer agreement dated 31.08.2022 and the allotment of unit No. 92-L11-A-1F at plot No. A60, was assigned in favour of complainants by the Respondent.

- iii. That it is pertinent to mention that at the time of booking the Basic sale consideration of the unit was Rs. 72,88,846/- later on at the time of execution the sale consideration including taxes along with other charges was Rs. 80,33,353/-.
- iv. That despite of paying Rs. 76,31,684/- the possession of said unit was not offered, where it was promised and as part of contractual liability, the respondent is under an obligation to offer possession of said unit on or before of 31.12.2023.
- v. That possession of said unit was offered to complainant vide letter date 02.09.2024, the complainant the contacted relationship manager of respondent to comply with formalities of possession hand over of unit, from there the complainant come to know that an amount of Rs. 4,73,916/- is due against their unit.
- vi. That as on date the complainant had paid Rs. 81,05,611.00/- (Rupees Eighty-One Lakhs Five Thousand and Six Hundred and Eleven Only).
- vii. The complainant was in utter shock and rushed to respondent office, since they have already paid all demand raised by respondent. The respondent representative brought the customer account ledger which shows the total sale consideration is Rs. 81,05,611/- . That despite of this fact the Total sale consideration of said unit is Rs. 76,31,684/-.

- viii. That after the payment the title of said unit was conveyed to complainants vide conveyance deed register before Sub-Registrar of Harsaru, District Gurugram bearing Vasika no. 1021 date 24.04.2025.
- ix. That as per the clause 7.1 of the said BBA the due date of handing over of the possession was 31.12.2023. That provision of all specifications, amenities and facilities, as agreed to the contractual liability of respondent was to deliver possession of habitable unit, which was delivered to complainant on 02.04.2025, after a delay of 1 year and 4 months. Hence the present complaint.
- x. That complainant after receiving actual physical possession letter, visited the unit and was in deep shock to see that lawn which was a part of project layout plan and was earlier place/located adjacent to unit, is not constructed, in fact some other structure has been erected, in place of said lawn. That as part of BBA as well as it is settled law that if the respondent had to made some changes in layout or building plan, then respondent must secure consent of 2/3 allottee, by sending intimation of such change to all allottees, in the present case the complainant haven't received any such intimation and has strong suspicion that respondent might have not complied with the existing legal frame work. The conduct of the Respondent is illegal and arbitrary, and the Respondent is guilty of deficiency of services and of unfair and monopolistic trade practices. The Respondent is clearly in breach of its contractual obligations and of causing financial loss to the complainant and the conduct of the respondent has caused and is continuing to cause a great amount of financial loss stress, grief and harassment to the complainant and his family members.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
- Direct the respondent to pay the delay possession charges from promissory date of handing over the possession till actual handover of possession of the said unit.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.

D. Reply by the respondent.

6. The respondent has contested the complaint on the following grounds.
- That the Complainant in the present complaint has intentionally concealed the correct/complete facts and the same are now being reproduced hereunder for necessary and proper adjudication of the present matter. The Complainant is raising false, frivolous, misleading and baseless allegations against the Respondent with intent to make unlawful gains.
 - That the Complainant with an intention to book a unit approached the Respondent company in the year 2022 seeking an allotment of a unit in the Affordable Housing Project titled as "*Signature Global City 92*", and submitted a booking Application Number SG-202208-26555 on 26.08.2022 applying for a unit in the project of the Respondent post being impressed with the specifications of the Project with a desire to secure the allotment of an apartment/unit in the aforesaid Project. It is submitted that prior to making the booking, the complainant conducted extensive and independent enquiries with regards to the project and it was only after he was fully satisfied about all aspects of the projects, he took an independent and informed decision, uninfluenced in any manner by the Respondent, to book the unit in question.



- iii. That pursuant to the Application, in terms of the Affordable Housing Policy and subsequent amendments a Independent floor bearing No. 92-L11-A-1F in Block/Tower L 11, ("said building") having a carpet area of 654.193 sq. Ft. on 1st floor along with stilt parking, if any, (applicable only if parking fee/charge has been paid) as permissible under the applicable law and right in the common areas. That on 07.09.2022, a Flat Buyer's Agreement (*hereinafter referred to as 'Agreement'*), was executed for the said unit having Sale Price of Rs. 80,333,53.84/- excluding, all other charges, etc. as mentioned and agreed by the Complainant under the Agreement. It is to note, that the said Agreement was signed by the Complainant voluntarily with free will and consent without any demur.
- iv. It is most respectfully submitted that the rights and obligations of the parties are completely and entirely determined by the covenants incorporated in the Buyer's Agreement which continues to be binding upon the parties thereto, with full force and effect. It is important to note that as per the provision of Clause 1.8 of the Agreement, the Complainant herein had agreed to pay the remaining price of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been paid) as prescribed in the Payment Plan (Schedule C). Further, as per the Proviso of Clause 1.8 of the Agreement, if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the *Rule 15 of HRERA Rules, 2017*.
- v. It is submitted that the complainant at the time of applying for the allotment of the Unit had expressly agreed vide clause 24 of the Booking Application that the development of the project and construction of the

unit was subject to event and circumstances beyond the control of the reasonable control of the Company.

- vi. That as per Clause 7.1 of the Agreement, the Respondent is entitled for extension of the timeline affected due to *force majeure* circumstances. It is also pertinent to mention here that construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities, NGT etc. to mitigate the adverse effects of the pollution. Due to such ban on construction, the Promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the Respondent and thus, the Respondent is entitled for extension for such period of delay.
- vii. That owing to the unforeseen circumstances and causes beyond the control of the Respondent, the development of the Project got decelerated. That it is pertinent to mention herein that such delay was neither intentional nor deliberate. It is also submitted that the Respondent was bound to adhere with the order and notifications of the Courts and the Government. Also, it is not out of the place to mention here that the Hon'ble Supreme Court in '**Supertech Ltd. vs. Rajni Goyal, Civil Appeal No. 6649-50 of 2018**', keeping in view the Bans imposed by NGT and other Government Authorities etc., allowed the Promoter for the grace period for completion of construction.
- viii. That further, certain bans were imposed by the Commission for Air Quality Management in National Capital Region and Adjoining areas through their Grap orders whereby the ban on construction was imposed in the Delhi and NCR. That the delay caused due to unforeseen

- circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. It may also be noted that the Respondent had carried out its obligations in Agreement with utmost diligence. That after considering the above delay, the date to offer possession has to be extended by approximately 3 months approx.
- ix. It is submitted that the Hon'ble High Court of Punjab and Haryana, Chandigarh in a recent judgement/order dated 24.12.2025 in RERA-APPL-92-2025 and other similar connected matters, has accepted the arguments and submissions advanced on behalf of the Company/Developer with respect to the impact of the second wave of COVID-19, granting the benefit of an additional period of three months, as well as the Orders passed by Hon'ble Supreme Court, Government Authorities, National Green Tribunal (NGT) wherein the construction in the National Capital area has been stayed/banned from time to time and has remanded the matters to the Hon'ble Haryana Real Estate Appellate Tribunal (HREAT) for fresh consideration in view of the "*force majeure*" clause contained in the Builder Buyer Agreement/Agreement for Sale as parties are governed by the Builder Buyer Agreement/Agreement for Sale.
- x. It is pertinent to mention that this Authority shall take into consideration the unit in question is governed by the Affordable Housing Policy including but not limited to the sale consideration, due date of handing over the possession, delay penalties, termination etc. and the due date for handing over the possession of the unit in question is governed as per the affordable housing policy and shall not from the date of execution of the BBA.

- xi. That the Respondent had sent demand letters to the Complainant for the payment of the outstanding dues vide demand letters dated 21.10.2022, 30.08.2022, 14.09.2023, 06.03.2023 and 09.03.2024 and not only that the Respondent had also issued reminder letters dated 10.02.2023, 04.02.2023 and 18.09.2024.
- xii. That it is pertinent to mention here that the Complainant herein had defaulted in making the payment at various instances as per the Affordable Housing policy and the schedule of payment as agreed under the Agreement. The majority of times, the payment from the Complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the Complainant as per the Policy. The same can be verified from the Statement of Account wherein the payment entries are showing that at various occasions, the Complainant had paid late payment charges due to default in making timely payments. Till now, the Complainant has paid an amount of Rs. 79,946,13 /- (excluding credit note of Rs1,14,480.57/-).
- xiii. It is pertinent to mention that in lieu of the aforementioned judgment passed by the Hon'ble High Court of Punjab and Haryana, at Chandigarh the Company is entitled for the extension of the time period for handing over the possession of the unit on account of Force Majeure events and circumstances. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 29.07.2024, the possession was offered to the complainant vide offer of possession letter dated 02.09.2024 and the possession of the subject independent floor has been taken over by the Complainant, and a conveyance deed has been duly executed on 24.04.2025. It is pertinent to note that the possession of the unit was proposed to be offered by



- 31.12.2023 for floor nature, subject to *force majeure* circumstances. It is also submitted that the said project has already received the Occupation Certificate dated 29.07.2024, in term of Section 19(10) of the RERA Act 2016, the complainant was under a statutory obligation to take possession of the said unit within two months. However, the complainant failed to comply with said obligation.
- xiv. That it is pertinent to mention here that the Complainant herein had defaulted in making the payment at various instances the schedule of payment as agreed under the Agreement. The majority of times, the payment from the Complainant was received after the lapse of stipulated time period which led to levying of late payment charges on the Complainant as per the Policy. The same is evident from the Statement of Account wherein the payment entries show that at various occasions, the Complainant had accrued late payment charges of Rs.3480.57/-. It is submitted that the complainant has paid Rs. 79,94,613/- till date.
- xv. That the Complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the Respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the Agreement, is subject to various *force majeure* circumstances and thus, the Respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the Complainant that the project is delayed is false and frivolous as the occupation certificate has been obtained and possession has been duly handed over to the Complainant.

xvi. Hence, the present complaint under reply is liable to be dismissed with costs for wasting the precious time and resources of the Ld. Authority. The present complaint is an utter abuse of the process of law and hence deserves to be dismissed.

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 complainants.

- F.I Direct the respondent to pay the delay possession charges from promissory date of handing over the possession till actual handover of possession of the said unit.**

12. In the present complaint, the complainants intend 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 apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:



7. Possession

The Promoter assures that possession of the residential independent floor, along with the applicable parking space (provided the parking charges have been paid in accordance with the agreed terms and conditions), shall be handed over by 30 April 2023 for plot-nature and by 31 December 2023 for floor-nature unless there is delay is due to force majeure court orders, government policies, government decisions, or any other circumstances beyond the Promoter's reasonable control that affect the regular development of the real estate project.

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., 17.07.2026 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 complainants shall be charged at the prescribed rate i.e., 10.80% by the respondent /promoter which is the same as is being granted to the complainants 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 7 of the Apartment Buyer's Agreement dated 07.09.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 31.12.2023. 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., 31.12.2023 till 02.11.2024 i.e. expiry of 2 months from the date of offer of possession (02.09.2024) as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
21. It is observed by this Authority that the Conveyance Deed was executed between the parties on 24.04.2025 and the Possession Certificate was also issued on 24.04.2025. Since the Conveyance Deed stands executed and possession was formally offered/handed over on 24.04.2025, the Complainants is entitled to delayed possession charges for the period commencing from the due date of possession, i.e., 31.12.2023, till 02.11.2024 i.e. expiry of 2 months from the date of offer of possession (02.09.2024). Accordingly, in terms of Section 18(1) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 15 of the Haryana Real Estate (Regulation and Development) Rules, 2017, the Respondent is liable to pay interest for the aforesaid period of delay at the prescribed rate.

G. Directions of the Authority

22. 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 complainants(s) from the due date of possession i.e., 31.12.2023 till 02.11.2024 i.e. expiry of 2 months from the date of offer of possession (02.09.2024) as per section 18 (1) of the Act of 2016 read with rule 15 of the rules.
- ii. The arrears of such interest accrued from 31.12.2023 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 10th of the subsequent month as per rule 16(2) of the rules.
- iii. The complainants are 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/promoter shall not charge anything from the complainants which is not the part of the buyer's agreement.
23. The complaint and application, if any, stands disposed of.
24. File be consigned to registry.



(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 17.07.2026

HARERA
GURUGRAM