BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no:	**6088 of 2025**
Date of filing:	**01.12.2025**
First date of hearing	**15.01.2026**
Date of decision:	**11.08.2026**

Tejpal & Savitri
Both are R/o:- Ward 10, Kabir colony, near Sant John School, Sohna, Gurugram-122103 **Complainants**

Versus

Signature Global Homes Private Limited
Registered office: 12th floor, Dr, Gopal Das Bhawan, 28 Barakhamba Road, Connaught Place, Delhi-110001 **Respondent**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:
Sh. Jaswant Kataria (Advocate) Complainants
Shri Venket Rao (Advocate) Respondent

ORDER

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

A. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name and location of the project	Signature Global Park IV, Sector 36, Sohna, Gurugram, Haryana.
2.	Nature of project	Independent floor in Affordable plotted colony.
3.	DTCP License	12 of 2021 dated 12.03.2021 valid up to 11.03.2026
4.	HRERA Registered or not registered	Registered GGM/666/398/2023/10dated 13.01.2023 Valid upto 31.03.2025
5.	DTCP license	117 of 2019 dated 12.09.2019 valid up to 01.02.2022
6.	Agreement for sale	05.04.2021 (Page 23 of complaint)
7.	Floor	4-A136-3F, Plot A-136 (Page 28 of complaint)
8.	Area admeasuring	643 Sq.ft. (carpet area) (Page 51 of complaint)
8.	Possession Clause	***Clause 7.1*** The promoter assures to handover possession of the retail unit along with parking a per agreed terms and conditions by **30.07.2022**. (Emphasis supplied) [Page 81 of complaint]
11.	Due date of possession	30.07.2022 (6-month grace period is not allowed as BBA is executed on 05.04.2021 which is after covid-19)
12.	Total sale consideration	Rs. 56,18,056/- (page 219 of reply)
13.	Amount paid by the complainants	Rs.61,72,990/- (page 219 of reply)
14.	Date of Occupation Certificate	22.11.2022 (page 177 of reply)
15.	Offer of possession	08.02.2023(page 179 of reply)
16.	Conveyance deed	01.07.2025 (page 181 of reply)

B. Facts of the complaint:

3. The complainants have made the following submissions: -

a) That the complainants applied on dated 10.11.2020 by making a booking amount of Rs. 1,00,000/- for 3 BHK independent floor no 3th in Block A (having a super built-up area 1081.67 Sq. Ft., containing carpet area of 643.04 Sq. Ft. and Balcony Area of 147.04 Sq. Ft.) built upon plot no. A 136 admeasuring 117.24 Mtr. along with basement parking. The unit in question was offered for a total sale consideration to the tune of Rs. 58,13,370/- including taxes.

b) That the complainants received welcome–cum-provisional allotment letter of unit 4-A136-3F in project "Signature Global Park IV", Sector 36, Sohna, Gurugram, Haryana on dated 10.12.2020 from the respondent.

c) That the agreement for sale inter-se the parties qua the unit in question was duly executed on 05.04.2021. As per the agreement, the possession of the unit in question was to be handed over to the complainants by 30.07.2022.

d) That the complaint got sanctioned a loan amount of Rs. 45,00,000/- from HDFC Bank against the unit in question. The construction was not as per plan and assurance by the respondent. Hence, bank delayed payments to the respondent. In this way, the respondent was responsible for its default not the complainants.

e) That thus, as per the assurances and even as per agreement to sale, the possession of the unit in question was to be handed over by 30.07.2022. As per clause 7.1 of the agreement, "The promoter assures to hand over the possession of the residential independent floor along with parking as per agreed terms and conditions by 30th July, 2022.

f) That initially the respondent kept the complainants in dark and regularly informed the complainants that the respondent will hand over the possession by 30.07.2022 as per agreement.

g) That the respondent has thus failed to deliver possession of the unit on or before the due date of possession. There was delay in the construction as per assurance and plan of the respondent. Hence, the bank delayed payments to

the respondent. The respondent kept charging interest on the delayed payment on the part of the compliant instead paying to complainants delay possession charges.

h) That the complainants greatly felt hurted, astonished and harassed when they received Offer of Possession along with statement of accounts of the unit in question on dated 08.02.2023 from the respondent and demanded Rs. 2,53,411/- on dated 24.08.2023 from the complainants in the form of late payment fee. The complainants had paid a sum of Rs. 59,05,049/- including taxes which has been duly received and acknowledged by the respondent.

i) That after receiving the possession letter along with statement of accounts mentioning late payment charges, the complainants requested a lot not to charge late payment charges because the respondent has already delayed the possession by 6 months and requested to the respondent to get registered conveyance deed in favour of the complainants but the respondent is insisting on payment of late payment charges.

j) That the complainants' haves been repeatedly and continuously expressing discontent and objecting to the malafide attitude of the respondent towards its allottee. The complainants have been requesting to the respondent and has made numerous requests and efforts seeking redressal of his grievance.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s):

I. Direct the respondent to pay delay possession charges.
II. The respondent be directed not to charge any interest on the delayed payment.
III. The respondent be directed to pay the complainants litigation costs and litigation expenses of Rs. 1,50,000/-.
IV. The respondent be directed to pay sum of Rs. 5,50,000/- for causing mental, physical harassment, frustration & grievance to the complainants and miserable attitude of the respondent and deficiency in service.

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 contested the complaint on the following grounds:

a) That the complainants applied for allotment of a unit for a residential independent floor in the project of the respondent vide application bearing no. 01891 dated 10.11.2020. In consonance to the same, the respondent vide the agreement for sale dated 05.04.2021, offered independent floor no. 3 in block A having super-built-up area 1081.67 sq. ft. containing carpet area of 643.04 sq.ft. and balcony area of 147.04 sq. ft. on 3rd floor, built upon a plot no A136 admeasuring 117.24 sq. mtrs. along with stilt parking was allotted to the complainant(s) by the respondent.

b) That the said agreement for sale was executed between the complainants and the respondent out of own free will, wherein the sale price was stipulated to be Rs. 58,13,370/- excluding all other charges, etc. as mentioned and agreed by the complainant under the AFS. The said AFS was signed by the complainant(s) voluntarily with free will and consent without any demur.

c) That an affidavit is utmost necessary for filing of a complaint before any court or Authority established under by the law. No pleadings or documents in the complaint can be relied upon without verifying the same by filing a proper affidavit with the sign and seal of the notary public.

d) That the present complaint has been filed by Mr. Tejpal and Mrs. Savitri. However, only the affidavit of complainant no. 2 has been attached to the present complaint and that the affidavit of complainant no. 1 has not been annexed to the present complaint, which clearly highlights the ill motive and intention of the complainant. Furthermore, the contentions of the complainant cannot be relied upon in the absence of the affidavit, thereby the

same shall result in the complaint being a nullity. The affidavit of complainant, the veracity of the present complaint is itself under question.

e) That as per the provision of clause 7.1 of the agreement, the possession of the unit was proposed to be offered by 30.07.2022. The said time period for offer of possession was subject to *force majeure* circumstances. According to the said clause, it can well be stated that the complainant had clearly agreed to the provision of the respondent being entitled to the extension of the time for the delivery of possession in case of force majeure conditions.

f) That it may be noted, that the committed date of possession fall at the time of Covid-19 when the entire nation was under lockdown and considering the same the Ministry of Finance vide Office Memorandum No. F.18/4/2020-PPD, dated 13.05.2020, had considered the period of covid-19 lockdown as *force-majeure* circumstance and had allowed the parties to the contract with an extension of 6 months period for fulfilling the contractual obligations. Further, the Ministry of Housing and Urban Affairs vide Office Memorandum no. O-17024/230/2018-Housing-UD/EFS-9056405, dated 13.05.2020, had considered the said covid-19 situation as *force majeure* for real estate projects and advised the regulatory authorities to extend the registration date, completion date, revised completion date and extended completion date automatically by 6 months due to outbreak of covid 19.

g) That further, the Authority at Panchkula upon considering the obstructions/challenges faced by various real estate developers due to second wave of Covid–19, had allowed special extension of 3 months from 01.04.2021 to 30.06.2021, considering the same as *force majeure* event. Thus, the respondent is entitled for 3 months' extension for completion of the project.

h) That subsequently, upon removal of the covid-19 restrictions, it took time for the workforce to commute back from their villages, which led to slow progress of the completion of the project. Despite facing shortage in workforce,

materials and transportation, the respondent managed to continue with the construction work and completed the project. The respondent also has to carry out the work of repair in the already constructed building and fixtures as the construction was left abandoned during the period of Covid-19 lockdown. This led to further hurdle in timely completion of the project. In the interest of justice, the respondent being a bona-fide may also be entitled to an extension for the inadvertent delay so caused in the construction of the project owing to the world-wide Covid-19 pandemic.

i) That in addition to the abovementioned hindrances, 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 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. The said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.

j) That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated. Such delay was neither intentional nor deliberate. 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. The details of force majeure circumstances and reasons beyond the control of the respondent are highlighted in the table below:

S.no.	AUTHORITIES / DATE OF ORDER	TITLE	DURATION OF BAN
1.	Covid-19 extension (Second Wave) HRERA, Panchkula/02.08.2021	Extract of the resolution passed in the meeting dated 02.08.2021	3 months extension

2.	Commission for Air Quality Management (NCR and Adjoining areas)/16.11.2021	Order dated 16.11.2021	16.11.2021 to 21.11.2021 (6 days)
3.	Commission for Air Quality Management (NCR and adjoining areas)/29.10.2022	Order dated 29.10.2022	29.10.2022 to 14.11.2022 (17 days)
4.	Commission for Air Quality Management (NCR and adjoining areas)/04.12.2022	Order dated 04.12.2022	04.12.2022 to 07.12.2022 (4 days)
5.	Commission for Air Quality Management (NCR and adjoining areas)/30.12.2022	Order dated 30.12.2022	30.12.2022 to 04.01.2023 (6 days)
6.	Commission for Air Quality Management (NCR and adjoining areas)/06.01.2023	Order dated 06.01.2023	06.01.2022 to 15.01.2023 (10 days)
TOTAL		**5 months (approx.)**	

k) That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted while determining the due date to offer possession. The respondent had carried out its obligations in agreement with utmost diligence. The complaint is not maintainable as the complaint has been filed after taking peaceful possession. Further, it is noteworthy to mention here that after the completion of the project and receiving the Occupancy Certificate on 22.11.2022, the possession was offered to the complainant vide offer of possession letter dated 08.02.2023. Thereafter, the conveyance deed has been executed on 01.07.2025. Furthermore, in the possession certificate, the complainant had voluntarily waived off his right by himself being satisfied with all the terms and conditions of the agreement.

l) That the complainant(s) herein had defaulted in making the payment at various instances as per the affordable plotted colony and the schedule of payment as agreed under the agreement. The majority of times, the payment from the complainant(s) were received after the lapse of stipulated time period which led to levying of late payment charges on the complainant(s) as per the policy. The same is evident from the statement of account wherein the payment entries shows that at various occasions, the complainant(s) had paid late payment charges due to default in making timely payments. Further, the complainant(s) have paid an amount to the tune of Rs. 6,071,961/-. However, the respondent bonafidely gave a credit note to the complainant(s) of Rs.

51,000/- which was not acknowledged by the complainant in the present complaint. Furthermore, the complainant(s) defaulted in paying the outstanding dues and thereby accrued late payment fees of Rs. 2,67,912/-.

m) That the complainants 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 handed over to the complainant.

n) That the project in question has already been completed, Occupation Certificate was obtained on 22.11.2022, the possession was offered on 08.02.2023, the conveyance deed was executed on 01.07.2025. Therefore, the project was completed. Moreover, the delay so caused was due to reasons beyond control and therefore, the respondent shall not be liable for the period wherein construction/development activity was affected due to force majeure circumstances or order/direction of the court or state.

o) That the entire case of the complainants is nothing but a web of liés, false and frivolous allegations made against the respondent. The Authority that the complainants are trying to hoodwink the Authority by placing untrue facts and attempting to hide the true colour of intention.

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

7. All other averments made in the complaint were denied in toto.

8. 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 oral as well as written submissions made by the parties.

E. Jurisdiction of the authority

9. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

10. 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

11. 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."*

12. 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 objections raised by the respondent.

F. I Objection regarding force majeure conditions.

13. The respondent /promoter raised a contention that the construction of the project was delayed due to force majeure conditions such as lockdown due to outbreak of Covid-19 pandemic which further led to shortage of labour and orders passed by National Green Tribunal (hereinafter, referred as NGT) and various court orders. But all the pleas advanced in this regard are devoid of merit. The passing of various orders passed by NGT during the month of November is an annual feature and the respondent no.1 should have taken the same into consideration before fixing the due date. Similarly, the various orders passed by other authorities cannot be taken as an excuse for delay.

14. Further, the Authority has examined the possession clause of the agreement and observed that the respondent-promoter proposed to hand over possession of the allotted unit by 30.07.2022. As per HARERA Notification No. 9/3-2020 dated 26.05.2020, an extension of six months was granted for projects having a completion/due date on or after 25.03.2020. The completion date of the aforesaid project, in which the subject unit has been allotted to the complainant, is 30.07.2022, i.e., after 25.03.2020. However, in the present case, the builder buyer agreement was executed in the year 2021, therefore, it is reasonable to assume that the respondent was aware of the prevailing circumstances and agreed to the stipulated timeframe for possession accordingly. Consequently, any extension of time for handing over possession on account of COVID-19 cannot be granted, and the due date for handing over possession remains unchanged, i.e., 30.07.2022.

F.II. Objection w.r.t. Non-Annexure of Affidavits by Necessary Parties

15. The respondent has raised an objection regarding the non-annexure of the affidavit of one of the necessary parties. The complaint has been filed by Mr. Tejpal and Mrs. Savitri. However, only the affidavit of complainant no. 2 was annexed

with the complaint, whereas the affidavit of complainant no. 1 was not annexed. The respondent has contended that the same reflects the alleged mala fide intention of the complainants.

16. On 10.08.2026, the complainant moved an application for placing on record the affidavit of Mr. Tejpal, complainant no. 1, and the said application was allowed. In view thereof, the objection regarding the non-annexure of the affidavit of a necessary party does not survive and, accordingly, cannot be sustained.

G. Findings on the relief sought by the complainants.

G.I Direct the respondent to pay delay possession charges.

17. The factual matrix of the case reveals that the complainants were allotted unit no. 4-A136-3F, Plot A-136, in the respondent's project at the sale consideration of Rs. 56,18,056/-. A buyer's agreement was executed between the parties on 05.04.2021. The possession of the unit was to be offered on or before 30.07.2022. The complainants paid a sum of Rs. 61,72,990/- towards the subject unit. The respondent obtained Occupation Certificate on 22.11.2022 from the competent authorities and offered possession of the unit to the complainant on 08.02.2023.

18. The complainants herein 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."*

19. **Admissibility of delay possession charges at prescribed rate of interest:** The complainants are seeking delay possession charges. Proviso to Section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoters, 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, ibid. 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.

20. The legislature in its wisdom in the subordinate legislation under the provision of Rule 15 of the Rules, ibid 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.

21. 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., 11.08.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

22. 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;"

23. 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 them in case of delayed possession charges.

24. On consideration of the documents available on record and submissions made by both 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 dated 05.04.2021. By virtue of clause 7.1 of the agreement for sale, the possession of the subject apartment was to be delivered by 30.07.2022. However, it is the failure of the promoter to fulfil its obligations and responsibilities as per the buyer's agreement to hand over the possession within the stipulated period. 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 @ 10.80% p.a. w.e.f. 30.07.2022 till the date of offer of possession (08.02.2023) plus two months i.e., 08.04.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

G.II Direct the respondent to pay compensation & litigation cost.

25. The complainants are seeking above mentioned relief w.r.t. compensation &litigation cost. ***Hon'ble Supreme Court of India in case titled as M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of Up & Ors. 2021-2022(1) RCR (C), 357*** held that an allottee is entitled to claim compensation & litigation charges under sections 12,14,18 and section 19 which is to be decided by the adjudicating officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the adjudicating officer having due regard to the factors mentioned in section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation & legal expenses.

H. Directions of the Authority

26. 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 pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainants itself from due date of possession i.e., 30.07.2022 till the date of offer of possession (08.02.2023) plus two months i.e., up to 08.04.2023 or actual handing over of possession, whichever is earlier as per proviso to Section 18(1) of the Act read with Rule 15 of the Rules, ibid.

II. The respondent is directed to pay arrears of interest accrued so far within 90 days from the date of order of this order as per Rule 16(2) of the Rules, ibid.

III. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottees, in case of default i.e., the delayed possession charges as per Section 2(za) of the Act.

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

27. Complaint stand disposed of.

28. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
11.08.2026