BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no:	**5506 of 2025**
Date of filing:	**06.11.2025**
First date of hearing	**17.12.2025**
Date of decision:	**08.09.2026**

Devashish Raja
R/o:- Flat no. 205, WMG Tower, Singha Chowk, Gurugram, Haryana-122001 **Complainant**

Versus

Signature Global Homes Private Limited
Registered office: Unit no. 101. Ground floor, tower A, Signature Towers, South City-1, Gurugram, Haryana-122001 **Respondent**

CORAM:
Shri Arun Kumar **Chairman**

APPEARANCE:
Sh. Sanjay Chaudhary (Advocate) Complainant
Shri Shivaditya Mukherjee (Advocate) Respondent

ORDER

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

A. Unit and project related details

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

Sr.No.	Particulars	Details
1.	Name and location of the project	Signature global city 37D-1, Gurugram, Haryana.
2.	Project area	20.5890 acres
3.	Nature of the project	Residential floors
4.	RERA registered/ not registered and validity status	Registered 31 of 2021 dated 13.07.2021 valid up to 30.09.2023.
5.	DTCP License no.	8 of 2021 dated 05.03.2021 valid up to 04.03.2026
7.	Agreement for sale	12.08.2021 (Page 27 of complaint)
8.	Plot no.	Plot no. Z16, floor 4F, block Z (Page 35 of complaint)
9.	Area admeasuring	770.55 Sq.ft. (carpet area) 144.78 (balcony area) (Page 35 of complaint)
10.	Possession Clause	**Clause 7** *Schedule for possession the promoter agrees and understand that timely delivery of possession is the essence of the agreement. The promoter assured to handover possession by 30.04.2023 for the plot nature of project and **30.09.2023** for floor nature of project unless there is delay due to "force majeure", court orders, Government policy/guidelines, decisions etc. affecting the regular development of the real estate project.* ***(Emphasis supplied)*** (Page 43 of complaint)
11.	Due date of possession	30.09.2023
12.	Total sale consideration	Rs. 91,36,713/- (as per customer ledger, page 287 of reply)
13.	Amount paid by the complainant	Rs.91,36,713/- (as per customer ledger, page 287 of reply)
14.	Date of Occupation Certificate	11.12.2024 (page 227 of reply)
15.	Date of offer of possession	11.12.2024(page 231 of complaint)
16.	Date of pre-cancellation	21.02.2025 (page 299 of reply)

		*Note: This letter has become infructuous, as conveyance deed has been executed between the parties thereafter.
17.	Conveyance deed	13.06.2025 (page 232 of reply)

B. Facts of the complaint:

3. The complainant has made the following submissions: -

a) That the complainant booked a unit bearing no. Z16, 4F, in tower Z16, admeasuring carpet area 770.55 sq.ft. and balcony area of 144.78 sq.ft. on the fourth floor built upon plot no. Z16 along with stilt parking in the project "Signature Global City" as per the Haryana Affordable Plotted Housing Policy 2016 situated at Sector 37D, Sohna Gurugram, Haryana, promoted by the respondent. The total full and final consideration of the said unit was Rs. 90,19,000/- including basic sale price, PLC, additional charges viz. development charges, club membership, car parking, FFC, EEC & PBIC, service tax etc. The first demand letter dated 04.08.2021 pertaining to the allotment of aforesaid unit.

b) That the complainant and the respondent entered into a builder buyer agreement dated 12.08.2021. As per terms and conditions stipulated in the said agreement, the respondent was obligated to handover the possession of the said unit to the complainant on or before 30.09.2023.

c) That as per the terms and conditions of the builder buyer agreement, the complainant has duly made the payment as demanded by the respondent in accordance with the agreed payment schedule. The respondent, after receiving the said payments, issued the payment receipts in favour of the complainant.

d) That the complainant had availed a housing loan from a private bank to make payments towards the demands raised by the respondent for this unit. However, the payment plan agreed between the parties was time-linked. Subsequently, when the bank conducted a survey at the project site the bank

did not observe any substantial progress in the construction of the project and therefore the bank refused to release further disbursements without actual development at the site. In such circumstances, the complainant, in order to meet the respondent's payment demands, was compelled to sell his shop situated in his native place in the State of Uttar Pradesh and other valuable assets and arranged for the required funds out of his own savings, other valuable assets and had also borrowed money on interest from friends and family. The complainant accordingly made the payments to the respondent as per the demands raised. The respondent also levied and recovered late payment charges from the complainant despite the delay being caused due to the respondent's own inaction and lack of progress in the project.

e) That despite the expiry of the committed period for possession including the grace period as stipulated in the builder buyer agreement, the respondent has failed to handover the possession of the said unit to the complainant. The delay in handing over possession has caused severe financial loss, mental agony, and undue hardship to the complainant.

f) That the respondent issued offer of possession letter dated 11.12.2024. however, despite issuance of the said letter, the respondent has failed to deliver the physical possession of the said unit to the complainant in time and the actual physical possession was only given to the complainant on 27.10.2025.

g) That after the offer of possession, the complainant has cleared all the dues, and made all the payments as per the demands of the respondent within the prescribed time without any delay and the conveyance deed was executed in favour of the complainant.

h) That only after innumerable reminders and incessant follow-ups, the respondent handed over the keys of the flat to the complainant on 27.10.2025, subject to the condition that the complainant must sign a backdated

possession certificate dated 13.06.2025. However, the complainant, refusing to acknowledge any backdated possession, signed the possession certificate, dated 13.06.2025, with the ate of receipt explicitly inscribed and thereafter took over the physical possession of the unit. Such conduct of the respondent, in compelling the complainant to sign a backdated possession certificate, is unethical, illegal, unprofessional and in violation of the applicable provisions of law and the terms of the agreement.

i) That the conduct of the respondent is in violation of the statutory obligations under the Act, 2016 and the terms of the builder buyer agreement, and the same warrants intervention and necessary directions from the Authority.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

I. Direct the respondent to pay interest at the rate of MCLR + 2 % to the complainant on the amount of Rs. 90,19,000/- paid under the BBA.
II. Direct the respondent to handover physical possession of allotted unit.
III. Award litigation charges Rs. 1,00,000/- on account of litigation cost that has been borne by 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 contested the complaint on the following grounds:

a) That the complainant herein in the year 2021, being in search of an apartment, learned about the Affordable plotted housing project titled as ***'Signature Global Park II'*** at Sector 36, SOHNA Gurugram being developed by the Respondent in terms of the Deen Dayal Jan Awas Yojna, 2016.

b) That on 21.07.2021, the complainant had applied for allotment vide application of a unit in the project of the respondent vide the application form, being developed by the respondent and in accordance with the terms of the booking application and the undertaking of the complainant to make timely

payments, a unit was allotted to the complainant bearing no. Z16, 4F, plot no. Z16 admeasuring carpet area 770.55 sq.ft. and balcony area of 144.78 sq.ft. on the fourth floor built upon plot no. Z16 along with the stilt parking in the project. Furthermore, a provisional allotment letter was issued to the complainant on 21.07.2021.

c) That on 12.08.2021, an agreement for sale was executed for the said unit having a basic Sale Price of Rs. 90,19,000/-, excluding all other charges, etc. as mentioned and agreed by the complainant under the BBA. It is pertinent to note that the said BBA was signed by the Complainant voluntarily with free will and consent without any demur.

d) That the complainant had applied for the unit only after the due diligence, verification was done, and post being fully satisfied with the project. As per the provision of clause 2 of the AFS, the complainant herein had agreed to make the payments as per schedule C of the AFS, as the complainant had opted for a Time-linked payment plan.

e) That as per the provision of clause 7.1 of the AFS, the possession of the independent floor was proposed to be offered on or before 30.09.2023 and additionally a grace period of 3 months as per clause 7.2 of the BBA, subject to force majeure conditions/circumstances. As per clause 7.1 of the AFS, the respondent is entitled to an extension of the timeline affected due to *force majeure* circumstances.

f) 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. 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 dt. 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) / 24.11.2021	Order dated 24.11.2021	24.11.2021 to 20.12.2021 (26 days)
4.	Commission for Air Quality Management (NCR and Adjoining Areas) / 29.10.2022	Order dated 29.10.2022	29.10.2022 to 14.11.2022 (16 days)
5.	Commission for Air Quality Management (NCR and Adjoining Areas) / 04.12.2022	Order dated 4.12.2022	4.12.2022 to 7.12.2022 (3 days)
6.	Commission for Air Quality Management (NCR and Adjoining Areas) / 30.12.2022	Order dated 30.12.2022	30.12.2022 to 04.01.2022 (5 days)
7.	Commission for Air Quality Management (NCR and Adjoining Areas) / 06.01.2023	Order dated 06.01.2023	06.01.2023 to 15.01.2023 (9 days)
8.	Commission for Air Quality Management (NCR and Adjoining Areas) /02.11.2023	Order dated 02.11.2023	02.11.2023 to 28.11.2023 (27 days)
9.	Commission for Air Quality Management (NCR and Adjoining Areas) /22.12.2023	Order dated 22.12.2023	22.12.2023 to 01.01.2024 (11 days)
10.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.01.2024	Order dated 14.01.2024	14.01.2024 to 18.01.2024 (5 days)
11.	Commission for Air Quality Management (NCR and Adjoining Areas) /14.11.2024	Order dated 14.11.2024	14.11.2024 to 05.12.2024 (22 days)
TOTAL		**More than 9 months**	

g) That the delay was caused due to unforeseen circumstances as mentioned above, shall be considered and exempted, and the date of offer of possession, excluding the force majeure events, comes out to be 30.12.2023 (30.09.2023 + additional 3 months grace period), subject to force majeure

conditions/circumstances. The respondent had duly completed the construction of the project and had duly obtained the Occupation Certificate on 11.12.2024. The project was completed within this extended time, and the Occupation Certificate was received on 11.12.2024, and furthermore, the respondent had issued an offer of possession letter dated 11.12.2024 requesting the complainant to take the possession of the unit in question and to make the payment towards the pending dues. Further, it is noteworthy to mention here that after the completion of the project and receiving the OC on 11.12.2024, the possession was offered to the complainant. Thereafter, the conveyance deed has been executed on 13.06.2025.

h) That despite the offering of possession of the subject unit, the complainant had failed to take over possession of the unit and execute the conveyance deed, thereby delaying the possession of the unit on his own accord. The respondent had shared the payment challan towards the execution and registration of the conveyance deed with the complainant. However, due to reasons unknown, the complainant had failed to pay the same and did not take the possession of the unit. The respondent, in due compliance of the AFS and the provisions of the Act, 2016 already discharged its obligation.

i) That the complainant herein had defaulted in making the payment on various instances as per the DDJAY, 2016 and the schedule of payment as agreed under the agreement. The majority of times, the payments from the complainant was received after the lapse of the 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 paid late against the demands raised. The complainant has paid Rs. 91,36,713/- till now.

j) That the respondent, acting Bonafide, had again sent reminder letter to the complainant for the payment of the dues against the booking. However, the

complainant(s) failed to pay the outstanding dues and perform their obligation in due time.

k) That the complainant failed to make the payment, as a result, the respondent issued a pre-cancellation notice dated 21.02.2025 to the complainant, stating that the payment I overdue and if not paid, the respondent will be constrained to cancel the unit.

l) That the project in question has already been completed, the occupation certificate was obtained on 11.12.2024, and the possession was offered on 11.12.2024 and conveyance deed has already been executed. Therefore, . Therefore, the project was completed and the conveyance deed has been executed on 19.01.2026. 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 affected due to force majeure circumstances or order/direction of the Court or State.

m) That the respondent had also sent demand letters to the complainant for the payment of the outstanding dues vide demand letters dated 08.06.2022, 09.11.2022, 01.03.2023 and 05.10.2023, which the complainant failed to pay and perform their obligations.

n) That the respondent had already offered possession to the complainant after the obtainment of the Occupation Certificate, however, due to reasons best known to the complainant, they failed to take over the possession.

o) That the complainant, per contra, has stated that the possession has not been offered by the respondent, which is an outright lie and which shows the conduct of the complainant. Further, in the said offer of possession letter, it was duly stated by the respondent that the outstanding payments need to be made by the respondent within 30 days of the offer of possession letter dated 27.11.2025, in order to avoid further delays, holding charges and non-occupancy charges. On the receiving of the full payment, the respondent

executed the conveyance deed. However, the complainant has himself failed to adhere to his contractual obligation and is vehemently disagreeing to fulfil the same.

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

q) That there exists no cause of action as much as in favour of the complainant or against the respondent and the complaint under reply is liable to be dismissed as per the facts and averments as explained hereinabove. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. 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 complainant 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 30.09.2023. 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 30.09.2023, 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., 30.09.2023.

G. Findings on the relief sought by the complainant.

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

15. The factual matrix of the case reveals that the complainant was allotted plot no. Z-16, on the 4th floor of the respondent's project, for a sale consideration of Rs. 91,36,713/-. A buyer's agreement was executed between the parties on 12.08.2021. The possession of the unit was to be offered on or before 30.09.2023. The complainant paid a sum of Rs. 91,36,713/- towards the subject unit. The respondent obtained the Occupation Certificate from the competent authorities on 11.12.2024 and offered possession of the unit to the complainant on 11.12.2024. The conveyance deed was also executed between the parties on 13.06.2025.

16. The complainant herein 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."*

17. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant is 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.*

18. 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.

19. 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., 08.09.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.

20. 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;"*

21. 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.

22. 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 12.08.2021. By virtue of clause 7 of the agreement for sale, the possession of the subject apartment was to be delivered by 30.09.2023. 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. 30.09.2023 till the date of offer of possession (11.12.2024) plus two months i.e., 11.02.2025 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.

23. The complainant is 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

24. Hence, the authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligations cast upon the promoter as per the function entrusted to the authority under Section 34(f):

I. The respondent is directed pay interest at the prescribed rate i.e., 10.80% per annum for every month of delay on the amount paid by the complainant itself from due date of possession i.e., 30.09.2023 till the date of offer of possession (11.12.2024) plus two months i.e., up to 11.02.2025 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.

25. Complaint stands disposed of.

26. File be consigned to registry.

(Arun Kumar)
Chairman
Haryana Real Estate Regulatory Authority, Gurugram
08.09.2026