

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

Complaint no. : 468 of 2025
Date of decision : 14.11.2025

- 1. Anil Vishnoi**
- 2. Priyanka Vishnoi**

Both resident of :- B-212, 1st floor, Lajpat Nagar-1
Near Krishna Market New Delhi

Complainants

Versus

**M/s Signature Global Developers Private
Limited**

Office: 13th Floor, Dr. Gopal Das Bhawan, 28
Barakhamba Road, Connaught Place, New Delhi
110001

Also at: Unit No.101, Ground Floor, Tower-A,
Signature Tower South City-1, Gurugram, Haryana
122001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Sukhbir Yadav
Shri Venket Rao

Counsel for Complainants
Counsel for Respondent

ORDER

1. The present complaint dated 28.09.2022 has been filed by the complainants/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 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" Sector 37D, Gurugram
2.	Nature of the project	Affordable residential plotted colony
3.	DTCP license no. and validity status	08 of 2021 dated 05.03.2021 Valid up to 04.03.2026
4.	Licensed land	20.5890 acres
5.	RERA registered/ not registered and validity status	Registered vide no. 30 of 2021, dated 13.07.2021 valid up to 30.04.2023 Registration extended vide extension no. 15 of 2023 dated 19.06.2023 valid up to 29.04.2024
6.	Booking Letter	10.04.2022 [Page 37 of reply]
7.	Unit no./Independent affordable floor	J-52-1F, Block -B (Page 54 of complaint)
8.	Unit admeasuring	770.55 sq. ft. (Carpet area) 144.75 sq. ft. balcony area
9.	Date of agreement for sale	07.06.2022 [Page 71 of reply]

10	Total Price	Rs. 92,56,165/- [as per SOA dated 30.03.2025 at page 126-131 of reply]
11	Total amount paid by the complainants.	Rs. 92,90,520/- [as per SOA dated 30.03.2025 at page 126-131 of reply]
12.	Possession clause	7.1 <i>The promoter assures to handover the possession as per agreed terms and conditions by 30.04.2023 for plot and 30.09.2023 for floor unless there is delay</i> [page 31 of complaint]
13.	Due date of delivery of possession	30.09.2023
14.	Occupation certificate on	03.06.2024 [Page 122-123 of reply]
15.	Possession certificate on	15.01.2025 [Page 131 of reply]
16.	CD executed on	22.10.2024 [Page 131 of reply]

B. Facts of the complaint.

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

- I. That relying upon the representations and assurances made by the Respondent, the Complainants booked a residential unit bearing No. 37-D J521-F, Type B3 (3 BHK independent floor), Floor No. 1F, having a carpet area of approximately 770 sq. ft. and balcony area of 144 sq. ft., in the project Signature Global City 37D, marketed and developed by the Respondent. The Complainants purchased the said unit under a time-

linked payment plan for a total consideration of ₹91,50,215, inclusive of basic sale price, car parking, PLC, EDC/IDC and other charges.

- II. The purchase was facilitated through submission of an Application/Registration Form dated 10.04.2022, pursuant to which the Respondent issued a Provisional Allotment Letter dated 25.04.2022 in favour of the Complainants confirming allotment of the aforesaid 3 BHK residential unit having a carpet area of 770.55 sq. ft. situated in the said project. Subsequently, on 07.06.2022, a pre-printed, unilateral, ex facie arbitrary Builder Buyer Agreement was executed between the Respondent, and the Complainants.
- III. As per Clause 7.1 of the Builder Buyer Agreement, the Respondent was contractually bound to deliver possession of the completed unit on or before 30.09.2023. It is pertinent to note that as per the brochure and sanctioned layout plan of the plotted colony where the Complainants' unit is situated, the Respondent was mandatorily required to construct two separate 24-metre-wide approach roads on the North-East side connecting the project to Dwarka Expressway, and another 24-metre-wide approach road on the South-East side connecting the project to Pataudi Road. However, a glaring anomaly exists as the said 24-metre-wide approach roads, being critical infrastructure necessary for accessibility, have not been constructed.
- IV. After making the final demand payment under protest, the Complainants visited the site on 22.06.2024 and were shocked to find

substantial internal works pending, including internal wiring and switching, wooden flooring in the master bedroom, kitchen slab and modular kitchen work, internal painting, door installation, rear balcony glass work, fittings such as taps, showers and toilet seats in all three bathrooms, installation of air-conditioners in all rooms, as well as certain external and lift works.

- V. As per the Customer Ledger issued by the Respondent, the Complainants have paid a sum of ₹92,56,165, which exceeds 100% of the total consideration payable for the unit under the Builder Buyer Agreement. Following execution of the Conveyance Deed, the Complainants repeatedly requested the Respondent for physical possession of the unit. Approximately 1½ months thereafter, the Respondent, vide email dated 04.12.2024, informed the Complainants that the unit was ready for possession and invited them to conduct a final inspection. Upon inspection on 05.12.2024, the Complainants discovered numerous minor and major defects in the internal works.
- VI. The primary grievance of the Complainants in the present complaint is that despite payment of almost the entire sale consideration, the Respondent failed to fulfil its contractual obligation by not delivering possession within the stipulated time, thereby rendering the Complainants entitled to delay possession compensation. Furthermore, the Respondent has failed to construct the approved 24-metre-wide

approach roads as depicted in the brochure and sanctioned layout plan of the project.

C. Relief sought by the complainants:

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

I. Direct the respondent to pay delay possession charges along with interest.

II. Direct the respondent to provide 24-meter approach roads on northwest direction of the project and 24-meter approach road on southeast direction of the Project as per brochure and the approved layout plan of the colony developed by the respondent.

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 filed by the Complainants are misconceived, false, frivolous and devoid of any cause of action, and is therefore liable to be dismissed at the threshold.

ii. That the Complainants have intentionally concealed material and relevant facts from this Authority. The true and correct facts are being placed on record herein for proper and effective adjudication. The allegations raised are misleading, baseless and made with an intent to secure unlawful gains.

- iii. That the Complainants have not approached this Authority with clean hands and has suppressed material facts. The instant complaint is a post-conveyance deed matter, having been filed after execution of the conveyance deed, and is therefore not maintainable. The complaint is liable to be dismissed with costs.
- iv. That the possession of the unit had already been offered to the Complainants vide Offer of Possession dated 06.06.2024, and subsequently the Conveyance Deed was executed on 22.10.2024. The Complainants have deliberately concealed these material facts to obtain undue monetary advantage.
- v. That the Complainants, in the year 2022, applied for allotment in the affordable housing project titled "**Signature Global City 37D**", situated at Sector 37D, Gurugram, being developed by the Respondent under the Deen Dayal Jan Awas Yojna, 2016.
- vi. That on 01.12.2021, the Complainants applied vide Application No. 1000026931, and Unit No. 37D-J52-1F, having carpet area of 770.55 sq. ft. and balcony area of 144.78 sq. ft. on the 3rd Floor with stilt basement parking, was allotted vide Allotment Letter dated 10.04.2022.
- vii. That thereafter, a Flat Buyer's Agreement dated 07.06.2022 was executed for a total sale consideration of ₹87,17,500/-, exclusive of other charges and taxes. The Agreement was executed voluntarily by the Complainants without protest. That the Complainants applied only after conducting due diligence and being fully satisfied with the Project.

- viii. That as per Clause 2 read with Schedule-C of the Agreement, the Complainants opted for a Time-Linked Payment Plan and was bound to adhere to the agreed schedule. That as per Clause 7.1 of the Agreement, the Respondent is entitled to extension of time in case of force majeure events. That the committed date of possession fell during the Covid-19 pandemic. The Ministry of Finance vide Office Memorandum dated 13.05.2020 and the Ministry of Housing and Urban Affairs vide Office Memorandum dated 13.05.2020 recognized Covid-19 as a force majeure event and granted automatic extension of six months for contractual obligations.
- ix. Further, the Ld. Haryana Real Estate Regulatory Authority, Panchkula, granted an additional special extension of three months (01.04.2021 to 30.06.2021) due to the second wave of Covid-19. That post-lockdown, the return of workforce and restoration of supply chains caused unavoidable delays. The Respondent nevertheless continued construction and completed the Project despite shortages and repair requirements due to prolonged lockdown.
- x. That construction activities in Delhi NCR were halted on multiple occasions due to pollution control orders passed by Courts and Authorities, which were beyond the control of the Respondent.
- xi. That the Hon'ble Supreme Court in W.P. (C) No. 13029/1985 (M.C. Mehta vs. UOI) vide order dated 04.11.2019 directed stoppage of construction activities in NCR, resulting in suspension of work from

04.11.2019 to 14.02.2020. That the Commission for Air Quality Management (NCR and Adjoining Areas) vide order dated 16.11.2021 and subsequent orders imposed further bans on construction activities for specified periods.

- xii. That due to the aforesaid force majeure circumstances and judicial/administrative prohibitions, the project timeline stood extended. Excluding the force majeure period (approximately 1.7 years), the Offer of Possession dated 06.06.2024 falls within the extended timeline.
- xiii. That the Complainants were also in default of timely payments under the agreed schedule and was liable to pay delayed payment charges, as reflected in the Statement of Account.
- xiv. That despite Offer of Possession, the Complainants failed to clear outstanding dues promptly, and the Conveyance Deed was ultimately executed on 22.10.2024.
- xv. That the Project stands completed, Occupation Certificate obtained, possession offered, and conveyance executed. Any delay, if at all, was solely due to force majeure events and circumstances beyond the control of the Respondent. That the complaint is an abuse of process of law, filed after execution of conveyance deed, and is liable to be dismissed with exemplary costs. That no cause of action survives in favour of the Complainants against the Respondent. In view of the above

facts and circumstances, the present complaint deserves to be dismissed with costs.

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 delay possession charges along with interest.

II. Direct the respondent to provide 24-meter approach roads on northwest direction of the project and 24-meter approach road on southeast direction of the Project as per brochure and the approved layout plan of the colony developed by the respondent.

12. In the present complaint, the complainants intend to continue with the project and are 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 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

7.1 *The promoter assures to handover the possession as per agreed terms and conditions by 30.04.2023 for plot and 30.09.2023 for floor unless there is delay.*

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., 14.11.2025

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

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

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

Explanation. —For the purpose of this clause—

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

18. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e.,10.85% by the respondent /promoter which is the same as is being granted to the 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 7.1 of the Apartment Buyer's Agreement dated

07.06.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 30.09.2023. 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., 30.09.2023 till valid offer of possession plus 2 months after obtaining occupation certificate from the competent authority 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.
21. It is observed by this Authority that the Conveyance Deed was executed between the parties on 22.10.2024 and the Possession Certificate was also issued on 15.01.2025. Since the Conveyance Deed stands executed and possession was formally offered/handed over on 15.01.2025, the Complainants are entitled to delayed possession charges for the period commencing from the due date of possession, i.e., 30.09.2023, till 15.01.2025, being the date of handing over of possession. 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.

22. With respect to the relief relating to the construction of a 24-metre-wide road, the Complainants are at liberty to avail and pursue appropriate remedies before the competent authority.

G. Directions of the Authority

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

- i. The respondent/promoter is directed to pay interest to the complainants against the paid-up amount at the prescribed rate of 10.85% p.a. for every month of delay from the due date of possession i.e., 30.09.2023 till 15.01.2025, i.e., the date of issuance of the handing over of Possession 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.
- ii. The arrears of such interest accrued from 30.09.2025 till the date of order by the authority shall be paid by the respondent/promoter to the complainants 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., 10.85% 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.
24. The complaint and application, if any, stands disposed of.
25. File be consigned to registry.


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.11.2025

HARERA
GURUGRAM