

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

**Complaint no.** : 5575 of 2025  
**Date of decision** : 30.01.2026

1. Swapneel Kalra
2. Megha Sood

**Address:** Flat no. 603, Rama Apartment, Plot No.  
2, Sector 11, Dwarka New Delhi

**Complainants**

Versus

Signature Global Homes Private Limited  
**Address:** 1309, 13th Floor, Dr. Gopal Das Bhawan,  
28 Barakhamba Road, New Delhi 110001

**Respondent**

**CORAM:**  
Shri Arun Kumar

**Chairman**

**APPEARANCE:**  
Ms. Ankur Berry  
Ms. Anjalika Sharma

**Counsel for Complainant**  
**Counsel for Respondent**

**ORDER**

1. The present complaint dated 03.11.2025 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 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 of the project	Signature Global Park-IV Gurugram, Haryana.
2.	Nature of project	DDAY Residential
3.	DTCP License No.	73 of 2019 dated 04.07.2019 valid up to 03.07.2024
4.	Rera Registered	47 of 2022
5.	Unit no.	4-A228-2F, Tower-A
6.	Unit admeasuring	698.58 sq. ft. 125.12 sq. ft. Balcony area
7.	Allotment letter	28.10.2022
8.	Date of execution of agreement for sale	03.11.2022
9.	Possession clause	<b><i>7.1 SCHEDULE FOR OPOSSESSION OF THE SAID RESIDENTIAL INDEPENDENT FLOOR: The promoter assures to hand over possession of the residential independent floor along with parking as per agreed terms and conditions by 30.09.2024 unless there is delay due to force majeure court orders, Government policy, decision etc affecting the regular development of the real estate project.....</i></b>
10.	Due date of delivery of possession	30.09.2024
11.	Total sale consideration	Rs. 73,47,869/-

12.	Total amount paid by the complainant	Rs. 74,17,084/-
13.	Occupation certificate	Not obtained
14.	Offer of possession	Not offered

**B. Facts of the complaint.**

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

- I. That the Complainants are law-abiding citizens of India and tax-paying individuals. They fall within the definition of 'Allottee' as prescribed under the Real Estate (Regulation and Development) Act, 2016. The Complainants have been continuously harassed by the Respondent (Promoter) and have therefore approached this Authority for redressal.
- II. That the Respondent is a real estate development company engaged in the business of developing and selling real estate projects. That in the year 2022, the Complainants became aware of the Respondent's residential project under the name "Signature Global Park-4" located at Sector-36, Sohna, Gurugram, Haryana. The Complainants, who were desirous of purchasing a family home, approached the Respondent's representatives. The Respondent's representatives assured the Complainants of superior construction quality, several amenities, and timely completion within 3 years of allotment. The project was also claimed to be among the best developments under the Deen Dayal Awas Yojna.



- III. That relying upon the representations, assurances and promises of the Respondent, the Complainants booked a residential unit in the said project. On 16.10.2022, the Complainants submitted the application form and made a booking payment of ₹50,000/- in the Respondent's Phase-4 account and another ₹50,000/- in the Phase-5 account. The Respondent's representative assured that the amounts would be adjusted and reflected within 4-5 days. Believing such assurances, the Complainants further paid ₹6,32,336/- on 22.10.2022 to the Respondent. Thereafter, on 28.10.2022, an Allotment Letter was issued for Unit No. 4-A228-2F, Type 3-BHK + 2 Toilets, for a total sale consideration of ₹69,77,296/- plus ₹3,46,066/- as taxes.
- IV. That on 03.11.2022, the Builder Buyer Agreement ('BBA') was executed between the parties. Under Clause 7 of the BBA, the Respondent promised to deliver physical possession of the independent floor on or before 30.09.2024. The BBA also contained vague clauses such as "Other Charges," without clear bifurcation. Under Clause 1.8, the Complainants had the right to visit the site to check progress. Under Clause 7.2, the Respondent was required to provide a copy of the Occupation Certificate, which has not been provided till date.
- V. That Clause 9 of the BBA defines 'Ready-to-Move-In Possession' to mean a fully habitable unit complete in every respect with all specifications, amenities and facilities as agreed, along with issuance of a valid Occupation Certificate. It further provided that in case of default by the Respondent, the Complainants were entitled to withhold further payments. That the Respondent sent an email dated 29.10.2022 mysteriously acknowledging only ₹1,00,000/-, whereas the Complainants had already paid ₹7,32,336/-. Despite the Complainants'

clarification email dated 31.10.2022, the Respondent ignored the discrepancy and issued the first demand letter dated 02.12.2022 with incorrect figures.

- VI. That repeated reminders were sent by the Complainants on 12.11.2022, 16.12.2022, and ultimately on 20.12.2022 the Respondent acknowledged the correct amount and agreed to refund the extra ₹50,000/- paid into the wrong project account. Thereafter, on 02.02.2023, the Complainants requested a corrected demand letter. Despite several follow-ups, the Respondent continued issuing incorrect and misleading demand letters, forcing the Complainants to withhold payments until correction. That on 14.11.2022, the Respondent also offered an additional benefit under the 'Non-Transferable Scheme'—a modular kitchen worth up to ₹50,000/- or an equivalent credit at the time of possession.
- VII. That despite acknowledging errors, the Respondent delayed issuing rectified demand letters. Instead, it kept imposing unjustified interest on the Complainants for delays caused solely due to the Respondent's own miscalculations and failure to update the ledger. That on 08.06.2023, the Respondent issued the second demand letter imposing an arbitrary late fee of ₹732,289.59/-. Thereafter, on 23.05.2024, the third demand letter was issued imposing an interest of ₹2,457.82 despite the Complainants' repeated objections.
- VIII. That on 17.08.2024, the Complainants received an unsigned Offer of Possession (OOP) dated 13.08.2024, claiming completion of the unit and receipt of Occupation Certificate. The attached Final Statement of Account contained illegal charges, including interest of ₹21,411/-, and

a tax invoice of ₹51,518/- from a third-party maintenance agency for future "operational charges".

- IX. That the TCP Office Order dated 31.01.2024 clearly states that maintenance charges in affordable group housing can be recovered only on actual consumption (electricity, water, property tax, garbage disposal, repairs, etc.). The Respondent's attempt to collect advance operational charges for one year is illegal. That after receipt of OOP, the Complainants visited the site and found the unit incomplete and uninhabitable. Windows, doors, switches, exterior finishing, and lifts were not functional. The Complainants promptly informed the Respondent. Vide email dated 26.09.2024, the Respondent admitted that the unit was in "pre-possession stage", thereby admitting that the OOP was illegal. Even in email dated 20.02.2025, the Respondent admitted that the unit would be made habitable only at the time of handing over.
- X. That the Complainants repeatedly raised concerns regarding illegal interest, incorrect ledger entries, incomplete construction, and missing amenities. Vide email dated 04.09.2025, a detailed representation was made. Although the Respondent agreed to waive ₹35,145/- interest, it demanded the Complainants sign a one-sided settlement agreement to forfeit their DPC rights. This is coercive and illegal. That despite all payments being made, no physical possession or conveyance deed has been executed. Even after one full year from the OOP (13.08.2024), the unit has not been handed over. The Complainants have visited Respondent's office several times, but to no avail.
- XI. That the Respondent has failed to complete the unit in habitable condition and has not installed doors, windows, switches, paint, or

flooring even till date. That the Complainants have paid more than 100% of the total sale consideration, yet no possession has been given. The RERA registration of the project has expired/lapsed, creating fear and uncertainty regarding completion and legality of the project. That the Complainants therefore pray for Delay Possession Charges (DPC) under Section 18 of the Act, along with directions to the Respondent to hand over physical possession, execute the conveyance deed, remove illegal charges from OOP, and delete advance operational charges.

- XII. That despite all payments and documentation, no conveyance deed has been executed. The Respondent is deliberately withholding possession to harass and arm-twist the Complainants into signing a one-sided settlement agreement. That the Respondent's failure to hand over possession and repeated threats of cancellation and creation of third-party rights have caused immense harassment to the Complainants. That the Respondent is misusing its dominant position to exploit innocent allottees by illegally withholding the unit and attempting to resell it for higher profit due to increasing real estate value in the area. That despite several attempts by the Complainants to amicably resolve the dispute, the Respondent has continued to harass them. The Complainants are left with no option but to approach this Hon'ble Authority.
- XIII. That the Respondent has failed to perform its statutory duty as a promoter, in violation of Section 17 of the Real Estate (Regulation and Development) Act, 2016, which requires execution of the conveyance deed and handing over possession within three months of the Occupation Certificate.

XIV. That from the very beginning, the Respondent has engaged in illegal acts including imposition of illegal interest, issuance of fabricated demand letters, alteration of ledgers, failure to complete construction, and issuing an OOP despite the unit being uninhabitable.

XV. That the conduct of the Respondent amounts to gross violation of the RERA Act, unfair trade practice, deficiency in service, and deliberate harassment of the Complainants.

**C. Relief sought by the complainant:**

4. The complainant has sought following relief(s).
  - I. Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.
  - II. Direct the respondent to deliver the unit in a habitable condition and execute the conveyance deed in favour of the complainant.
5. On the date of hearing, the authority explained to the respondent/promoter about the contraventions as alleged to have been committed in relation to section 11(4) (a) of the act to plead guilty or not to plead guilty.
6. The present complaint is filed on 03.11.2025 and was registered as Complaint No. 5575 of 2025. The notice sent to the Respondent through email was duly served on 10.11.2025. The notice sent to the Respondent through post was also duly served. As per the Registry, the Complainants sent a copy of the complaint along with annexures via speed post as well as email, and the tracking report for the same was submitted along with the complaint. Despite proper service of notice, counsel for the Respondents

appeared before this Authority on 30.01.2025, namely Ms. Anjalika Sharma, Advocate for Respondent.

7. However, no written reply has been filed by the Respondents till date. The Authority observes that the matter has been listed on third occasions before this forum. Despite repeated indulgence and adequate opportunities granted, the respondent has not filed its reply within the stipulated or extended timelines. The respondent has been afforded ample opportunity to present its defence yet has chosen not to comply with the directions issued by this Authority.
8. Copies of all the relevant documents have been filed and placed on the 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 complainant. The case now proceed on merits shall based on the complainant submission.

**E. Jurisdiction of the authority**

9. The authority has complete territorial and 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, 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**

11. 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.*

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 relief sought by the complainant.**

- F.I Direct the respondent to pay interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainant with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

F.II Direct the respondent to deliver the unit in a habitable condition and execute the conveyance deed in favour of the complainant.

13. In the present complaint, the complainant intends to continue with the project and is seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under:

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —  
.....*

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

14. Clause 7.1 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

***7.1 SCHEDULE FOR OPOSSESSION OF THE SAID RESIDENTIAL INDEPENDENT FLOOR: The promoter assures to hand over possession of the residential independent floor along with parking as per agreed terms and conditions by 30.09.2024 unless there is delay due to force majeure court orders, Government policy, decision etc affecting the regular development of the real estate project.***

15. **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.*

16. 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.
17. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 30.01.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
18. 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;"*

19. Therefore, interest on the delay payments from the complainant shall be charged at the prescribed rate i.e.,10.80% by the respondent /promoter which is the same as is being granted to the complainant in case of delayed possession charges.
20. 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 03.11.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 30.09.2024. 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.
21. 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., 30.09.2024 till the date of offer of possession plus two 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.

**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 complainant(s) from the due date of possession i.e., 30.09.2024 till the date of offer of possession plus two 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.
- II. The arrears of interest accrued so far shall be paid to the complainant within 90 days from the date of this order as per rule 16(2) of the rules.
- III. The complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- IV. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate i.e., 10.80% by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee, in case of default i.e., the delayed possession charges as per section 2(za) of the Act.



- V. The respondent is directed to hand over possession of the subject unit to the Complainants/Allottees, upon payment of outstanding dues, if any. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainant, in terms of Section 17(1) of the Real Estate (Regulation and Development) Act, 2016, subject to payment of applicable stamp duty and registration charges.
- VI. The respondent/promoter shall not charge anything from the complainant which is not the part of the buyer's agreement.
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: 30.01.2026

**HARERA**  
**GURUGRAM**