

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

Complaint no. : 520 of 2025
Date of decision : 31.10.2025

1. Bharti Rana

2. Raj Kumar

Both RR/o: - Flat No. 902, Tower -4, Signature
Global Millennia-I, Sector 37-D, Gurugram

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 Rishab Jain

Shri Venket Rao

Counsel for Complainants

Counsel for Respondent

ORDER

1. The present complaint dated 07.02.2025 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 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	01.12.2021
7.	Unit no./Independent affordable floor	J233-3F, BZ33, 3 rd floor
8.	Plot area	149.93 sq. ft
9.	Date of agreement for sale	09.02.2022 [Page 35 of complaint]
10.	Total Price	Rs. 88,29,553/-

		[As per SOA dated 22.08.2025 on page 96 of reply]
11.	Total amount paid by the complainant.	Rs. 89,95,230/- [As per SOA dated 22.08.2025 on page 96 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	03.06.2024 [no proof on record]
15.	Offer of possession	06.06.2024 [Page 94-95 of the reply]
16.	CD executed on	09.01.2025 [Page 101 of the reply]
17.	Possession certificate issued on	09.01.2025 [Page 135 of the reply]

B. Facts of the complaint.

3. The complainants have made the following submissions in the complaint:
 - I. That the complainants, Bharti Rana and Raj Kumar was approached by the sale representatives of the respondent company, who made tall claims about the project 'Signature Global City 37D-I' as the world class project. The complainants were invited to the sales office and were

lavishly entertained, and promises were made to them that the possession of their floor would be handed over in time including that of stilt basement parking and other common areas.

- II. The complainants were impressed by his oral statements and representations and ultimately booked a Unit No. 37D-Z33-3F in the project 'Signature Global 37D-I' (hereinafter referred to as 'Project') situated at Sector 37-D, Gurugram, Haryana, by paying their hard-earned money amounting ₹1,00,000/- as booking amount to the respondent. The respondent issued a receipt no. CARE/01280/21-22 and a welcome letter, both dated 01.12.2021.
- III. The complainants have paid Rs.4,00,000/- via cheque no. 000023 dated 29.01.2022 towards the Unit to the respondents. The respondents acknowledged the payment and issued a Receipt No. CARE/01752/21-22 dated 03.02.2022 to the complainants.
- IV. The complainants further paid Rs.3,84,068/- via online payment, reference no. UTIBR52022020600287118 dated 06.02.2022 towards the unit to the respondent. The respondent acknowledged the payment and issued a receipt no. CARE/01781/21-22 dated 06.02.2022 to the complainants.
- V. The agreement for sale was executed on 09.02.2022 between the respondent and the complainants for purchase of Unit No.37D-Z33-3F, measuring 877.55 square feet of carpet area and 369.34 of balcony area built upon a plot no. A58 along with stilt basement parking in the project 'Signature Global 37D-I' situated at sector 37-D, Gurugram, Haryana.

The total sale consideration of the Independent Floor is ₹87,11,864/- as per clause 1.2 on page no.12 of the Agreement.

- VI. The date of handing over the possession of the Independent Floor comes out to be 31.12.2023, as mentioned in Clause 7.1, page 20 of the agreement for sale.
- VII. The complainants always abided by the payment schedule and made payments as & when demanded by the respondent in timely manner. The complainants have paid a total of ₹90,81,922/-.
- VIII. The complainants approached the respondent and pleaded for delivery of possession of their unit as per the agreement on various occasions, but no information was provided, thereby the respondent violated section 19 of the Act, 2016.
- IX. The respondent is responsible and accountable to the terms and conditions prescribed in the agreement for sale. The respondent is bound to pay the interest on the deposited amount to the complainants, if there is a delay in handing over the possession of the unit.
- X. The respondent has, in an unfair manner siphoned of funds meant for the project and utilised same for its own benefit for no cost. The respondent being builder, promoter, colonizer and developer whenever in need of funds from bankers or investors ordinarily has to pay a heavy interest per annum. However, in the present scenario, the respondent utilised funds collected from the complainants and other buyers for its own good and utilised it in other projects, being developed by the respondent.

- XI. The complainants have lost confidence and in fact have got no trust left in the respondent, as the respondent has deliberately and wilfully indulged in undue enrichment, by cheating the complainants beside being guilty of indulging in unfair trade practices and deficiency in services in not delivering the possession of the floor in time and then shunning the rightful claims of the complainants towards delay caused due to the complete lapses & failures of the respondent.
- XII. The complainants do not intend to withdraw from the project. As per the obligations on the respondent/promoter under Section 18 of the Act, 2016 read with Rules 15 and 16 of the Rules, 2017, the promoter has an obligation to pay interest on the delayed possession on the amount deposited by the complainants at the rate prescribed. The respondent/promoter has neglected its part of obligations by failing to offer a legitimate and rightful possession of the floor in time. The complainants reserve their right to seek compensation from the promoter for which the complainants may make a separate application to the adjudicating officer, in case it is required.
- XIII. In the given premise and circumstances, it is submitted that the respondent/seller/builder/promoter/owner is habitual of making false promises and has deceptive behaviour. The respondent has earned enough monies by duping the innocent complainants and other such buyers through unfair trade practices and deficiencies in services and has caused the complainants enough pain, mental torture, agony, harassment, stress, anxiety, financial loss and injury.

XIV. The complainants hereby seek to redress the various forms of legal omissions and illegal commissions perpetuated by the respondent/seller/builder/promoter, which amounts to unfair trade practices, breach of contract and are actionable under the Real Estate (Regulation and Development) Act, 2016. In the present circumstances, the complainants have been left with no other option but approach and seek justice at the Haryana Real Estate Regulatory Authority at Gurugram, Haryana.

C. Relief sought by the complainants:

4. The complainants have sought following relief(s).
 - I. **Direct the respondent to pay delay possession charges to the complainants.**
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 Complainant is misconceived, false, frivolous and devoid of any cause of action, and is therefore liable to be dismissed at the threshold.
 - ii. That the Complainant has intentionally concealed material and relevant facts from this Hon'ble 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 Complainant has not approached this Hon'ble 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 Complainant vide Offer of Possession dated 06.06.2024, and subsequently the Conveyance Deed was executed on 09.01.2025. The Complainant has deliberately concealed these material facts to obtain undue monetary advantage.
- v. That the Complainant, in the year 2021, 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 Complainant applied vide Application No. CAAP/00528/21-22, and Unit No. 37D-Z-33-3F, having carpet area of 877.55 sq. ft. and balcony area of 369.34 sq. ft. on the 3rd Floor with stilt basement parking, was allotted vide Allotment Letter dated 09.12.2021.
- vii. That thereafter, a Flat Buyer's Agreement dated 09.02.2022 was executed for a total sale consideration of ₹87,11,864/-, exclusive of other charges and taxes. The Agreement was executed voluntarily by the Complainant without protest.
- viii. That the Complainant applied only after conducting due diligence and being fully satisfied with the Project.



- ix. That as per Clause 2 read with Schedule-C of the Agreement, the Complainant 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.
- x. 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.
- xi. 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.
- xii. 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.

- xiii. 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.
- xiv. 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. The Occupation Certificate for Plot No. A-58 was obtained on 03.06.2024.
- xv. That the Complainant was 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.
- xvi. That despite Offer of Possession dated 06.06.2024, the Complainant failed to clear outstanding dues promptly, and the Conveyance Deed was ultimately executed on 09.01.2025.
- xvii. 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.
- xviii. 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 Complainant 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 to the complainants.

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., 31.10.2025 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 complainant 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 complainant 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 09.02.2022 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., 21.02.2022 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 09.01.2025 and the Possession Certificate was also issued on the same date. Since the Conveyance Deed stands executed and possession was formally offered/handed over on 09.01.2025, the Complainant is entitled to delayed possession charges for the period commencing from the due date of possession, i.e., 30.09.2023, till 09.01.2025, 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.

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 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 09.01.2025, 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 complainant is also directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
 - iii. 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.
 - iv. 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.

HARERA
GURUGRAM


(Arun Kumar)

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 31.10.2025