

BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. : 765 of 2025
Date of decision : 28.11.2025

1. Santosh Kumar Mehta
2. Pooja

Address: 23 ACRE Residential Complex, Block-D,
Flat-06/1 Near Aps Colony, Delhi Cantt-110010.

Complainants

Versus

M/s Signature Infrabuild Pvt. Ltd.

Address: 1310, 13th Floor, Dr. Gopal Das Bhawan,
28 Barakhamba Road, New Delhi-110001

Respondent

CORAM:

Shri Arun Kumar

Chairman

APPEARANCE:

Shri Akash Godhvani
Shri Venket Rao

Counsel for Complainants
Counsel for Respondent

ORDER

1. The present complaint dated 28.02.2025 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 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 Aspire, Sector - 95, Gurugram, Haryana.
2.	Nature of project	Affordable Housing
3.	DTCP License No.	73 of 2019 dated 04.07.2019 valid up to 03.07.2024
4.	Rera Registered	69 of 2019 (page 27 of complaint)
5.	Unit no.	1101, T-A, 11 th floor
6.	Unit admeasuring	585.550 sq. ft. Balcony area 83.701 sq. ft.
7.	Date of application	30.07.2022
8.	Date of execution of agreement for sale	24.08.2022
9.	Date of building plan	30.09.2019
10.	Date of environment clearance	20.12.2019
11.	Possession clause	5. Possession 5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer

		<i>the possession of the Said Flat to the Allottee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allottee(s) having timely complied with all its obligations, formalities or documentation, as prescribed by Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 (four) years from the date of approval of building plans or grant of environment clearance, (hereinafter referred to as the "Commencement Date"), whichever is later.</i>
12.	Due date of delivery of possession	20.12.2023 (calculated from the date of environment clearance)
13.	Total sale consideration	Rs. 25,68,444/-
14.	Total amount paid by the complainant	Rs. 22,13,977/- (As per SOA dated 29.03.2025 on page 42 of reply)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

B. Facts of the complaint.

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

- I. That in the year 2019, the Respondent Company launched and advertised a Residential Group Housing Project under the name and style of "Signature Global Aspire" situated at Sector 95, Gurugram, Haryana, in terms of the Affordable Group Housing Policy, 2013,



inviting applications from prospective purchasers. The Respondent represented that the requisite Building Plan Approval had been duly obtained from the competent authority.

- II. That induced by the representations and assurances made by the Respondent and its agents, the Complainants paid an initial booking amount of ₹1,25,000/- (Rupees One Lakh Twenty Five Thousand only). The said payment was duly acknowledged by the Respondent, and the Complainants submitted an application for allotment of one residential unit.
- III. That pursuant thereto, the Complainants was allotted Unit No. A-1101 in the aforesaid project and an Allotment Letter was issued in his favour.
- IV. That thereafter, relying upon the representations and contractual assurances of the Respondent, the Complainants executed a Builder Buyer Agreement dated 24.08.2022.
- V. That in compliance with the demands raised by the Respondent and in accordance with the agreed payment schedule, the Complainants has paid a total sum of ₹22,13,977/- (Rupees Twenty Two Lakh Thirteen Thousand Nine Hundred and Seventy Seven only). That all payments have been made strictly in terms of Schedule "B" of the Builder Buyer Agreement, and the Complainants has not committed any default whatsoever.

- VI. That the Complainants have repeatedly addressed communications via emails and telephonic conversations requesting clarity regarding the expected date of possession and payment of delayed possession interest. However, the Respondent has failed to provide any definite response and has consistently deferred the matter stating that the same would be addressed at the time of possession.
- VII. That despite being fully aware of its statutory obligations under the Real Estate (Regulation and Development) Act, 2016 and the Haryana Real Estate (Regulation and Development) Rules, 2017, the Respondent has failed to pay delayed possession interest as mandated under Clause 6.2(ii) of the Builder Buyer Agreement.
- VIII. That the Complainants have continuously pursued the Respondent for updates regarding the progress of construction and delivery timeline. The Respondent has failed to provide any satisfactory explanation and has cited reasons such as the COVID-19 pandemic and alleged paucity of funds, none of which absolve the Respondent of its contractual and statutory obligations.
- IX. That having exhausted all remedies and being left with no alternative, the Complainants are constrained to approach this Hon'ble Authority seeking redressal of grievances arising from the Respondent's acts of omission and commission.
- X. That the Respondent is guilty of deficiency in service and unfair trade practices within the meaning of the provisions of the Real Estate

(Regulation and Development) Act, 2016 and the Haryana Rules framed thereunder.

- XI. That despite marketing the project with the slogan "PAYE KIRAYE SE AZADI" and promising timely possession, the Respondent has failed to deliver possession within the committed timeframe. The conduct of the Respondent demonstrates lack of transparency, accountability, and adherence to contractual obligations.
- XII. That as per Clause 5.1 of the Builder Buyer Agreement dated 24.08.2022, possession of the unit was to be delivered on or before 20.12.2023. However, as on date, no valid offer of possession has been made, resulting in substantial delay.
- XIII. That Clause 4.6 of the Agreement entitles the Respondent to levy interest on delayed payments by the allottee. Correspondingly, Clause 6.2(ii) mandates that the Respondent shall pay interest at the rate prescribed under Rule 15 of the Haryana RERA Rules, 2017 for every month of delay in handing over possession. Despite this reciprocal obligation, the Respondent has failed to pay any interest to the Complainants.
- XIV. That it is a settled principle of law that an offer of possession conditional upon payment of amounts not contemplated under the Agreement cannot be treated as a valid offer.
- XV. That the Agreement in the present case lacks parity in remedies available to both parties, thereby demonstrating its unilateral and

oppressive nature. That under Section 11(4) of the Real Estate (Regulation and Development) Act, 2016, the promoter is bound to comply with all obligations arising under the Agreement for Sale.

- XVI. That Section 18(1) of the Act mandates that in case of delay in handing over possession, the promoter shall be liable to pay interest for every month of delay until handing over possession, if the allottee does not opt for withdrawal.
- XVII. Accordingly, the Complainants are legally entitled to interest at the prescribed rate from the committed date of possession i.e., 20.12.2023 till actual handing over of possession. That the Respondent has further raised unlawful demands including advance maintenance charges in violation of Clause 4(v) of the Affordable Group Housing Policy, 2013, which clearly provides that maintenance shall be borne by the coloniser free of cost for five years from the grant of Occupation Certificate.
- XVIII. That the Respondent has committed breach of contract, deficiency in service and unfair trade practices by failing to deliver possession within the stipulated time and by raising unjustified demands.
- XIX. That the Complainants have paid almost the entire sale consideration amounting to ₹22,13,977/-. That despite collecting substantial funds since the launch of the project in 2019, the Respondent has failed to complete construction within the committed timeline. That the Respondent has enjoyed the use of the Complainants funds without paying any interest, which amounts to unjust enrichment.

- XX. That Clause 6.2(ii) of the Builder Buyer Agreement expressly provides that the developer shall pay interest at the rate prescribed under Rule 15 of the Haryana RERA Rules, 2017 for every month of delay till handing over possession.
- XXI. That numerous decisions of the Hon'ble HARERA, Gurugram have affirmed that allottees are entitled to delayed possession interest from the committed date of possession till actual possession.
- XXII. It has been consistently held that promoters must first adjust delayed interest before demanding any outstanding dues and cannot levy charges beyond the terms of the Agreement.
- C. Relief sought by the complainants:**
4. The complainants have 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 complainants with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.
 - II. Direct the respondent to refund the charges which is not as per the buyer agreement.
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 has been instituted by the Complainants by deliberately concealing material and relevant facts. The allegations levelled against the Respondent are false, frivolous, misleading and devoid of any factual or legal basis, and appear to have been raised with an oblique motive to extract unlawful monetary gain.
- ii. That the Complainants have not approached this Authority with clean hands and has suppressed material particulars germane to the adjudication of the present matter. The Complaint is misconceived, untenable in law, and liable to be dismissed with exemplary costs.
- iii. That the Complainants, while searching for a residential apartment, became aware of the Affordable Housing Project titled "*Signature Global Aspire*" situated at Sector 95, Gurugram (hereinafter referred to as "the Project"), developed by the Respondent in accordance with the Affordable Housing Policy, 2013. The Project was duly advertised in the year 2019.
- iv. That on 30.07.2022, the Complainants submitted Application No. 70125 seeking allotment of a residential unit in the Project, being fully satisfied with the specifications, location and terms of development. That pursuant to the said application, Flat No. A-1101 in Tower A on the 11th Floor, admeasuring 585.550 sq. ft. (Carpet Area) and 83.701 sq. ft. (Balcony Area), along with two-wheeler open parking and proportionate share in common areas (hereinafter referred to as "the said Unit"), was allotted to the Complainants vide Allotment Letter dated 31.07.2022

under the First Come First Serve basis as per Notification dated 05.07.2019 amending the Affordable Housing Policy. That subsequently, on 24.08.2022, a Flat Buyer's Agreement (hereinafter referred to as "the Agreement") was executed between the parties for a total sale consideration of ₹25,43,015/- (exclusive of taxes and other applicable charges). The Agreement was executed voluntarily, without coercion, undue influence or misrepresentation, after due diligence and full satisfaction on the part of the Complainants.

- v. That Clause 4.4 of the Agreement stipulates that the balance sale consideration shall be payable strictly in accordance with the payment schedule agreed therein. That Clause 4.6 provides that in case of delay in payment by the allottee, interest at the applicable rate under law shall be payable for the period of delay. That Clause 5.1 of the Agreement, read with the Affordable Housing Policy, provides that possession of the Unit was proposed to be offered within four (4) years from the date of approval of building plans or grant of Environment Clearance, whichever is later, subject to force majeure circumstances. That the Environment Clearance for the Project was granted on 20.12.2019. Accordingly, the proposed date for offer of possession was 20.12.2023, subject to extension on account of force majeure events as expressly provided under Clause 19 of the Agreement.
- vi. That the committed timeline coincided with the unprecedented COVID-19 pandemic, which led to nationwide lockdowns and complete

disruption of construction activities. That the Ministry of Finance, Government of India, vide Office Memorandum dated 13.05.2020, declared COVID-19 lockdown as a force majeure event and permitted extension of six (6) months for performance of contractual obligations. That the Ministry of Housing and Urban Affairs vide Office Memorandum dated 13.05.2020 advised Regulatory Authorities to extend registration and completion timelines of real estate projects by six (6) months.

- vii. That the Haryana Real Estate Regulatory Authority, Panchkula further granted a special extension of three (3) months from 01.04.2021 to 30.06.2021 owing to the second wave of COVID-19.
- viii. That the Project is at an advanced stage of development. Construction of Towers A, B, C and D stands completed. Construction of Tower E is in progress and nearing completion. That application for Occupation Certificate shall be submitted upon completion of Tower E in accordance with statutory requirements. That any delay, if at all, is neither deliberate nor intentional but solely attributable to circumstances beyond the control of the Respondent. That the Complainants have failed to disclose that the possession timeline was expressly subject to force majeure conditions under the Agreement. That there exists no subsisting cause of action in favour of the Complainants and against the Respondent. That the present Complaint is speculative, premature and amounts to abuse of the process of law.

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 interest for every month of delay at the rate of 15% per annum as per BBA on the entire amount paid by complainants with effect from the committed date of possession till the actual delivery of possession with proper habitable conditions.

F.II Direct the respondent to refund the charges which is not as per the buyer agreement.

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

"Section 18: - Return of amount and compensation

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

.....

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

13. Clause 5 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

5. Possession

Within 60 days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Flat to the Allottee(s). Subject to Force majeure circumstances, receipt of Occupancy Certificate, as prescribed by the Developer in terms of the Agreement and not being in default under any part hereof including but not limited to the timely payment of instalments as per the Payment Plan, stamp duty and registration charges, the Developer shall offer possession of the Said Flat to the Allottee(s) within a period of 4 years from the date of approval of building plans or grant of environment clearance, (herein referred to as the "Commencement Date") whichever is later.

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., 28.11.2025 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 5 of the Apartment Buyer's Agreement dated 24.08.2022 executed between the parties, the possession of the subject apartment was to be delivered on or before 20.12.2023. 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 section 18(1) of the Act on the part of the respondent is established. As such, the complainants is entitled to delay possession charges at rate of the prescribed interest @10.85% p.a. w.e.f. 20.12.2023 till offer of possession plus 2 months or actual handing over of possession after obtaining occupation certificate/ completion certificate from the competent authority or, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

F.II Direct the respondent not to charge anything extra which is not included in BBA and refund if there have been such payments.

21. The respondent shall not charge anything from the complainants which is not the part of the buyer's agreement and the provisions of Affordable Group Housing Policy of 2013.

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 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., 20.12.2023 till offer of possession plus 2 months or actual handing over of possession whichever is earlier, after obtaining occupation certificate/ completion certificate from the competent authority.
- ii. The arrears of such interest accrued from 20.12.2023 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 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 allottees, 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, after obtaining the Occupancy Certificate. The Respondent shall further ensure execution of the conveyance deed in respect of the allotted unit in favour of the Complainants, 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 complainants 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: 28.11.2025