

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

<b>Date of Decision:</b>	<b>12.12.2025</b>
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NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/1174/2025	Aanchal Sharma VS Signature Infrabuild Private Limited
2.	CR/1175/2025	Renu Bhasin and Dheeraj Bhashin VS Signature Infrabuild Private Limited
<b>CORAM:</b>		
Shri Arun Kumar		Chairman
<b>APPEARANCE:</b>		
Sh. Akash Godhwani		Advocate for the complainant
Sh. Venket Rao		Advocate for the respondent

**ORDER**

- The above complaints have been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is *inter alia* prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.
- The core issues emanating from them are similar in nature and the complainant(s) in the above referred matters are allottees of the project, namely, "Signature Global Aspire, Sector - 95, Gurugram, Haryana" being

developed by the respondent/promoter i.e., Signature Infrabuild Private Limited. The issue involved in both the cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainant is seeking possession and delay possession charges at prescribed rate of interest and other related reliefs.

3. The details of the complaints, reply status, unit no., date of agreement, possession clause, due date of possession, total sale consideration, total paid amount, and relief sought are given in the table below:

Sr. No	Cr no. /Case Title, and Date of filing of complaint	Unit No.	Date of execution of agreement for sale/allotment letter	Due date of possession, offer of possession	Total Consideration /	Total Amount paid by the complainants (In Rs.)
1.	CR/1174/2025  Date of filing: 07.03.2025  Reply received on 14.08.2025	C-505, T-C, 5 <sup>th</sup> floor  592.8 60 sq. ft.  Balcony area 85.70 3 sq. ft.	13.11.2020	20.12.2023 (calculated from the date of environment clearance)  Occupation certificate not received Offer of possession not offered	Rs. 24,38,435/-  (As per SOA dated 26.03.2025 on page 115 of reply)	Rs. 24,38,453/-  (As per SOA dated 26.03.2025 on page 115 of reply)
2.	CR/1175/2025  Date of filing: 07.03.2025  Reply received on 14.08.2025	1203, T-A 594.8 29 sq. ft.  Balcony	31.01.2022	20.12.2023  (calculated from the date of environment	Rs. 24,40,682/-  (As per SOA dated 08.07.2025 on page	Rs. 24,43,352/-  (As per SOA dated 08.07.2025 on page

		area 74.40 1 sq. ft.		nt clearance)  <b>Occupation certificate not received Offer of possession not offered</b>	73 of reply)	73 of reply)
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**Relief sought:**

**1. Possession along with interest.**

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

**3. Direct the respondent not to charge any maintenance for a period of 5 years.**

4. The aforesaid complaints were filed against the promoter on account of violation of the agreement to sell against allotment of units in the upcoming project of the respondent/builder and for not handing over the possession by the due date, seeking award of possession along with delayed possession charges and other reliefs.
5. It has been decided to treat the said complaints as an application for non-compliance of statutory obligations on the part of the promoter/ respondent in terms of section 34(f) of the Act which mandates the authority to ensure compliance of the obligations cast upon the promoters, the allottee(s) and the real estate agents under the Act, the rules and the regulations made thereunder. Out of the above-mentioned cases, the particulars of case CR/1174/2025 titled as Aanchal Sharma VS Signature Infrabuild Private Limited are being taken into consideration as lead case for determining the rights of the allottee(s) qua delayed possession charges along with interest and others.

**A. Unit and project related details**

6. 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:

**CR/1174/2025 titled as Aanchal Sharma VS Signature Infrabuild Private Limited**

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.	C-505, T-C, 5 <sup>th</sup> floor
6.	Unit admeasuring	592.860 sq. ft. Balcony area 85.703 sq. ft.
7.	Date of application	09.07.2020
8.	Date of execution of agreement for sale	13.11.2020
9.	Date of building plan	30.09.2019
10.	Date of environment clearance	20.12.2019
11.	Possession clause	<p><i>5. Possession</i></p> <p><i>5.1 Within 60 (sixty) days from the date of issuance of Occupancy Certificate, the Developer shall offer the possession of the Said Flat to the Allotee(s). Subject to Force Majeure circumstances, receipt of Occupancy Certificate and Allotee(s) having timely complied with all its obligations, formalities</i></p>

		<i>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. 24,38,435/- (As per SOA dated 26.03.2025 on page 115 of reply)
14.	Total amount paid by the complainant	Rs. 24,38,453/- (As per SOA dated 26.03.2025 on page 115 of reply)
15.	Occupation certificate	Not obtained
16.	Offer of possession	Not offered

**B. Facts of the complaint.**

7. The complainant has made the following submissions in the complaint:
- I. That in 2019, the respondent issued an advertisement announcing a residential group housing project called 'Signature Global Aspire' Sector 95, Gurugram, Haryana in terms of the provisions of Affordable Group Housing Policy 2013 and thereby invited applications from prospective buyers for the purchase of allotments in the said project. The complainant was caught in the web of false promises of the agents of the respondent company and paid an initial amount of Rs.1,20,715 /-. The

payment was acknowledged by the respondent and accordingly filled the application form for one unit.

- II. That the complainant received an allotment letter for the unit bearing No. C - 505 and duly executed the builder buyer agreement against the said unit on the 13<sup>th</sup> of November, 2020.
- III. That the complainant against the demand notices raised by the respondent have paid a total sum of Rs.24,38,453/- in favour of the respondent.
- IV. That in terms of Scheduled "B" of builder buyer agreement the complainant has made the payments as per the payment plan.
- V. That the complainant had sent multiple E-mails communications and made calls during the time intimating the respondent for the possession of the said unit and the delayed interest with great regret the complainant did not receive any positive response from the respondent and kept excusing the complainant that the same shall be dealt and settled at the time possession on individual basis.
- VI. That the complainants kept pursuing the matter with the representatives of the respondent as to when will they deliver the project and why construction is going on at such a slow pace, but to no avail.
- VII. That after losing all hope from the respondent company and having shattered and scattered dreams of owning a home and also losing considerable amount of money, the complainant is constrained to approach this Authority for redressal of her grievance.
- VIII. That the respondent is guilty of deficiency in service within the purview of provisions of the Act, 2016 and the provisions of Haryana Real Estate (Regulation and Development) Rules, 2017.
- IX. That the respondent has failed to deliver possession of the unit within the promised timeframe. The respondent not only failed to adhere to the

terms and conditions of buyer's agreement dated 13.11.2020 and Affordable Housing Policy 2013 but has also illegally extracted money from the complainant by stating false promises and statements.

- X. That as per Clause 5.1 of the builder-buyer agreement, possession of the unit was to be delivered by December 20, 2023. However, as of the filing of this complaint, the offer of possession has still not been made, resulting in a delay of almost one year. It is pertinent to note that, under Clause 4.6 of the builder-buyer agreement, the respondent is entitled to charge interest on any overdue payments by the allottees. On the other hand, as per Clause 6.2(ii), the respondent is equally liable to pay the complainant interest at the rate specified in Rule 15 of the HRERA Rules 2017 for each month of delay until possession of the flat is handed over, within 45 days of becoming due. However, the respondent has deliberately indulged in mis-statement, prevarications and innuendos and has not paid a single penny on account of delayed compensation.
- XI. That the respondent has made unnecessary demands which are not as per the builder buyer agreement and hence are baseless, unfounded, unlawful, untenable, unsustainable, grossly misconceived, illegal and unwarranted including the advance maintenance charges. Hence the respondent is in gross violation of clause 4(v) affordable housing policy 2013.
- XII. That the complainant is entitled for delayed possession charges at prescribed rate of interest from due date of possession till actual possession which is not been given by the respondent till date. In case the complainant has to pay outstanding payments if any the same may be deducted after, adjustment of interest for the delayed period, hence in fact the complainant has to take a huge sum from the respondent as delay penalty.

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

8. The complainant has sought following relief(s).
- I. The respondent be directed to handover physical possession of the unit along with interest.
  - II. It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.
  - III. It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.
9. 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.**

10. The respondent has contested the complaint on the following grounds.
- i. That the complainant in the year 2020, being in search of an apartment learned about the Affordable housing project titled as 'Signature Global Aspire' at Sector 95, Gurugram being developed by the respondent in terms of the Affordable Housing Policy and the same was advertised in 2019.
  - ii. That on 09.07.2020, the complainant vide application no. 1486 applied for booking a unit in the project of the respondent post being satisfied and impressed with the specifications of the project with a desire to secure the allotment of an apartment/unit in the aforesaid project.
  - iii. That pursuant to the application, the draw of lots held on 04.07.2020 in the presence of officials of DTCP/DC, Gurugram, a Flat bearing no. C-505 in Block/Tower C on 5<sup>th</sup> Floor having a Carpet Area of 592.860 sq. ft. and

balcony area of 85.703 sq. ft. on 5<sup>th</sup> floor, with the Two-wheeler parking site and pro rata share on common areas was allotted to the complainant via allotment letter dated 09.07.2020.

- iv. That on 13.11.2020, a flat buyer's agreement was executed for the said unit having sale price of Rs.24,14,292/- excluding all other charges, taxes etc. as mentioned and agreed by the complainant under the agreement. It is to note, that the said agreement was signed by the complainant voluntarily with free will and consent without any demur. It is submitted that the complainant had applied for the unit only after the due diligence, verification were done, and post being fully satisfied with the project.
- v. That as per the provision clause 4.4, as per the payment schedule, the complainant herein had agreed and undertaken to pay balance sale consideration in terms of the payment schedule, in six equated six-monthly instalments spread over three years period, with no interest failing from the due date of payment as per the applicable interest for the period of delay.
- vi. Further, as per the Clause 4.6 of the agreement, in case of any delay in making timely payment of amounts in terms of the payment plan or otherwise payable in the agreement, the allottee was duty bound to pay interest for the applicable period of delay at applicable rate of interest as per the applicable law(s).
- vii. That as per the provision of Clause 5.1 of the Agreement, the possession of the apartment was proposed to be offered within an estimated period of 4 years from the date of the approval of building plans or grant of environment clearance, whichever is later. It is pertinent to mention here that the environment clearance for the project was granted on 20.12.2019 and thus, the possession was proposed to be offered on or before 20.12.2023, however, the said date is entitled to be extended due

to various force majeure circumstances. As per provision of Clause 19 of the Agreement the complainant has agreed and understood the force majeure circumstances and also the fact that respondent shall not be held responsible or liable for not performing obligations or undertaking provided therein and allottee shall not be liable for any compensation for such delay. The respondent is entitled for extension for *force majeure* circumstances and reasons beyond its control such as covid-19 and ban on construction activities by competent authorities/courts etc.

- viii. That construction of real estate projects in Delhi NCR region was put on halt on various occasions by the various Courts, Authorities etc. to mitigate the adverse effects of the pollution. Due to such ban on construction, the promoter was constrained to halt the development work in compliance of various order which effected the timely completion of the project. It is to note herein that the said delay was completely beyond the control of the respondent and thus, the respondent is entitled for extension for such period of delay.
- ix. That Hon'ble Supreme Court vide its order dated 04.11.2019 in the W.P. (Civil) No. 13029/1985 had directed that no demolition and construction activities to take place in Delhi and NCR region. On account of passing of aforesaid order, no construction activity could have been legally carried on by the respondent. Further, Commission for air quality management (NCR and Adjoining Areas) vide its order dated 16.11.2021 had directed to stop construction and demolition activities in NCR till 21<sup>st</sup> November, 2021. In compliance with the above-mentioned order, no construction activity could have been legally carried on by the respondent.
- x. That due to above unforeseen circumstances and causes beyond the control of the respondent, the development of the project got decelerated.

- xi. That it is pertinent to mention here that the extension has been granted to the subject project vide notification/order dated 29.04.2024 vide no. RC/REP/HARERA/GGM/375/107/2019/69. The authority has granted the extension to the project till 30.04.2025. Therefore, in view of the same, the complainant is not entitled to file the present complaint.
- xii. That the complainant in the present complaint has raised an issue of delay in completion of the project by concealing the very fact that the project is delayed due to various reasons beyond the control of the respondent. Further, nowhere in the complaint, it has been disclosed that the committed date of possession as provided under the agreement, is subject to various *force majeure* circumstances and thus, the respondent is entitled for extension of such time period effected due to the reasons disclosed in the preceding paras. Therefore, the contention of the complainant that the project is delayed since December 2023 is *non est* in the eyes of law and shall not be considered while adjudicating the present complaint. Hence, the present complaint under reply is liable to be dismissed with cost for wasting the precious time and resources of the Authority. That the present complaint is an utter abuse of the process of law, and hence deserves to be dismissed.
11. 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**

12. The authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

#### **E.I Territorial jurisdiction**

13. 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**

14. 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.*

15. 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 The respondent be directed to handover physical possession of the unit along with interest.
- F.II It is most respectfully prayed that this authority be pleased to order the respondent not to ask for any charges which is not as per the buyer agreement.
- F.III It is most respectfully prayed that this Authority be pleased to order the respondent not to charge any amount on account of maintenance for a period of 5 years.
16. 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."*

17. 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.*

18. **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.*

19. 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.

20. 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., 12.12.2025 is 8.85%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.85%.

21. The definition of term 'interest' as defined under section 2(z) 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;”*

22. 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.
23. 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 13.11.2020 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.

24. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainant is entitled to delay possession charges at rate of the prescribed interest @10.85% 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.**

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

**F.III Direct the respondent not to charge any maintenance for a period of 5 years.**

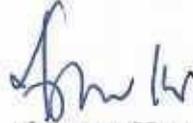
26. The respondent is directed to charge the maintenance/use/utility charges from the complainant/allottee as per consumptions basis as has been clarified by the Directorate of Town and Country Planning, Haryana vide clarification dated 31.01.2024.

**G. Directions of the Authority**

27. 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 complainant 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 complainant 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 10<sup>th</sup> of the subsequent month as per rule 16(2) of the rules.
- iii. The complainant is 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 Complainant/Allottee, 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 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.

28. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
29. The complaint and application, if any, stands disposed of.
30. File be consigned to registry.



**(Arun Kumar)**

Chairman

Haryana Real Estate Regulatory Authority, Gurugram

**Dated: 12.12.2025**



**HARERA**  
**GURUGRAM**