

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

Date of Decision:	22.05.2026
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NAME OF THE BUILDER		Signature Infrabuild Private Limited
S. No.	Case No.	Case title
1.	CR/5394/2025	Anil Kumar Mishra vs. Signature Infrabuild Private Limited
2.	CR/5605/2025	Sahil Rana vs. Signature Infrabuild Private Limited
3.	CR/5632/2025	Puneet Talwar vs. Signature Infrabuild Private Limited
4.	CR/5609/2025	Ekta Garg vs. Signature Infrabuild Private Limited
CORAM:		
Shri Arun Kumar		Chairman
APPEARANCE:		
Shri Akash Godhwani		Advocate for the complainant
Shri 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*.

2. 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 all 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/5394/2025 Date of filing: 10.10.2025 Reply received on 06.03.2026	E-407, 594.065 sq. ft.	28.12.2020	20.12.2023	Rs. 24,41,509/-	Rs. 15,25,943/-

2.	CR/5605/ 2025 Date of filling: 30.10.205 25 Reply received on 06.03.202 6	C-1608, 585.550 sq. ft.	24.08.202 2 [Page 35 of reply]	20.12.2023	Rs. 25,68,44 3/-	Rs. 23,11,602/-
3.	CR/5632/ 2025 Date of filling: 30.10.205 25 Reply received on 06.03.202 6	B-508, 585.551 sq. ft.	28.07.202 1 [Page 38 of reply]	20.12.2023	Rs. 24,07,89 5/-	Rs. 15,04,935/-
4.	CR/5609/ 2025 Date of filling: 30.10.205 25 Reply received on 05.01.202 6	E-004, 592.860 sq. ft.	15.09.202 2 [Page 57 of reply]	20.12.2023	Rs. 26,01,46 7/-	Rs. 23,71,830/-

Relief sought:
1. Possession along with interest.

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/5394/2025 titled as Anil Kumar Mishra 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/5394/2025 titled as Anil Kumar Mishra 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 policy
3.	Area of the project	5.1125 acres
4.	DTCP License No.	73 of 2019 dated 04.07.2019 valid up to 03.07.2024

5.	Rera Registered	69 of 2019 dated 14.11.2019 valid upto 30.10.2023	
6.	Unit no.	E-407	
7.	Unit admeasuring	594.065 sq. ft.	
8.	Date of application dated	09.07.2020	
9.	Date of execution of registered agreement for sale	28.12.2020 [Page 32 of reply]	
10.	Date of building plan	30.09.2019	
11.	Date of environment clearance	20.12.2019	
12.	Possession clause	<p>5. <i>Possession</i></p> <p>5.1 <i>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 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 Allotee(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></p>	
13.	Due date of delivery of possession	20.12.2023	

		(calculated from the date of environment clearance)	
14.	Total sale consideration	Rs. 24,41,509/- [As per applicant ledger dated 31.12.2025 page 302 of the reply]	
15.	Total amount paid by the complainant	Rs. 15,25,943/- [As per applicant ledger dated 31.12.2025 page 302 of the reply]	
16.	Occupation certificate	Not obtained	
17.	Offer of possession	Not offered	

B. Facts of the complaint.

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

- I. That this Authority has jurisdiction to entertain and adjudicate the present complaint under the provisions of the Real Estate (Regulation and Development) Act, 2016, as the project is situated in Gurugram, Haryana.
- II. That in the year 2019, the Respondent launched a residential group housing project namely "Signature Global Aspire" situated at Sector 95, Gurugram, Haryana under the Affordable Group Housing Policy, 2013. That the Respondent widely advertised the project and induced prospective buyers, including the Complainant, with assurances of timely delivery, quality construction, and affordability.
- III. That relying upon the representations and assurances made by the Respondent and its agents, the Complainant applied for a residential unit and paid an initial amount of ₹1,20,867/-, which was duly acknowledged. That the Complainant was allotted Unit No. E-407, and an Allotment Letter was issued. That thereafter, the Complainant

executed a Builder Buyer Agreement dated 28.12.2020 with the Respondent. That as per the agreed payment plan, the Complainant has paid a total sum of ₹24,55,148/- to the Respondent. That as per Clause 5.1 of the Builder Buyer Agreement, the Respondent was obligated to hand over possession of the unit on or before 20.12.2023.

IV. That despite receipt of substantial payments, the Respondent has failed to complete construction and has not offered possession till date, resulting in a delay of approximately two years. That the Complainant has repeatedly contacted the Respondent through emails, calls, and personal visits, requesting updates regarding possession and delay compensation. That the Respondent has failed to provide any definite timeline and has only given vague and evasive responses, citing reasons such as COVID-19 and financial constraints.

V. That the Respondent has also failed to pay any delay compensation/interest to the Complainant as required under Clause 6.2(ii) of the Builder Buyer Agreement. That the Respondent has further raised illegal and unjustified demands, including maintenance charges, which are not permissible under the Builder Buyer Agreement and Affordable Housing Policy, 2013. That the actions of the Respondent have caused severe financial loss, mental harassment, and hardship to the Complainant.

VI. The present complaint is being filed on the following grounds:

A. Breach of Agreement

The Respondent has failed to deliver possession within the agreed timeline, thereby violating Clause 5.1 of the Builder Buyer Agreement.

B. Violation of RERA Act

The Respondent has violated:

- Section 11(4) of the RERA Act (obligations of promoter)
- Section 18 of the RERA Act (liability for delay)

C. Non-payment of Delay Compensation

As per Clause 6.2(ii) of the Agreement read with Rule 15 of HRERA Rules, 2017, the Respondent is liable to pay interest for every month of delay.

D. Unfair Trade Practices

The Respondent has indulged in:

- False promises regarding timely delivery
- Lack of transparency
- One-sided contractual practices
- Illegal monetary demands

Such conduct amounts to unfair trade practice.

The Respondent has demanded charges not forming part of the agreement and in violation of Affordable Housing Policy, 2013, including advance maintenance charges.

It is settled law (including judgments such as *Pioneer Urban Land & Infrastructure Ltd. vs. Govindan Raghavan*) that one-sided builder agreements and delays entitle the allottee to compensation.

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 Flat 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.
- That the present complaint has been filed by the Complainant by concealing true and material facts. The allegations raised are false, frivolous, misleading, and baseless, made only with an intention to derive unlawful gain from the Respondent.
 - That the Complainant has not approached this Authority with clean hands and has suppressed material facts. Hence, the present complaint is liable to be dismissed at the threshold with costs.
 - That the complaint is not maintainable in its present form, as the copy served upon the Respondent is not supported by any affidavit or verification. No statement in the complaint has been sworn on oath. In the absence of proper verification, the contents of the complaint are not admissible and deserve outright rejection.

- d. That the Complainant, with an intention to book a residential unit, approached the Respondent on 09.07.2020 and submitted Booking Application No. 7346 for allotment in the Affordable Housing Project namely "Signature Global Aspire". It is submitted that prior to booking, the Complainant conducted independent inquiries regarding the project and, being fully satisfied with all aspects, voluntarily decided to apply for the unit without any inducement or influence from the Respondent.
- e. The Complainant was fully aware that:
- The project was registered under RERA (Registration No. 69 of 2019 dated 14.11.2019);
 - The possession timeline was governed by the Affordable Housing Policy;
 - The due date of possession was to be calculated from the date of Environmental Clearance, i.e., 20.12.2019.
 - It is further submitted that the Complainant had agreed that construction and development were subject to force majeure conditions as per Clause 33 of the Booking Application.
- f. That pursuant to the application, a unit bearing No. E-407 in Tower E, having a carpet area of 594.065 sq. ft. along with balcony area and parking rights, was allotted to the Complainant in accordance with the applicable policy and terms of the Agreement.

- g. That a Flat Buyer's Agreement dated 28.12.2020 was executed between the parties for a total sale consideration of ₹23,76,260/- (excluding taxes and other charges). The Agreement was executed voluntarily by the Complainant without any protest.
- h. The rights and obligations of both parties are governed by the terms of the said Agreement, which remains binding. As per Clause 4.4 of the Agreement, the Complainant was required to pay the balance 75% amount in six half-yearly instalments over a period of three years.
- i. As per Clause 4.6, in case of delay in payment, the Complainant was liable to pay interest at the applicable rate. As per Clause 5.1 of the Agreement, possession was to be offered within 4 years from the date of approval of building plans or environmental clearance, whichever is later, subject to force majeure conditions. Since the Environmental Clearance was granted on 20.12.2019, the tentative due date for possession was 20.12.2023, subject to permissible extensions. As per Clause 19 of the Agreement, the Respondent is entitled to extension of time in case of force majeure events, including but not limited to:
- Natural disasters
 - Government restrictions
 - Shortage of materials
 - Court orders and regulatory bans
 - Pandemic situations
 - The Agreement clearly provides that in such circumstances:

- The timeline for possession stands extended automatically;
 - The Respondent is not liable to pay compensation for such delay.
- j. The project was significantly impacted due to circumstances beyond the control of the Respondent, including:
- (a) COVID-19 Pandemic**
- Nationwide lockdown and restrictions disrupted construction activities.
 - Government authorities recognized COVID-19 as a force majeure event and granted:
 - 6 months extension (first wave)
 - 3 months extension (second wave)
- k. The competent authority has already granted extension to the project up to 29.04.2026 vide order dated 06.05.2025. In view of the same, the complaint filed by the Complainant is premature and not maintainable. The Complainant has repeatedly defaulted in making timely payments as per the agreed schedule. Late payment charges were levied accordingly, as reflected in the Statement of Account. Despite such defaults, the Respondent, as a goodwill gesture, waived off an amount of ₹13,639/-.
- l. The alleged delay is attributable solely to force majeure circumstances and statutory restrictions. The project is at an advanced stage and will be completed shortly. The complaint is an abuse of the process of law and has been filed to mislead this Authority.

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 Flat 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., 22.05.2026 is 8.80%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 10.80%.
21. 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;"*
22. 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.
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 28.12.2020 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 @10.80% 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.

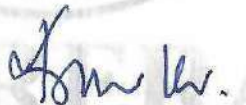
G. Directions of the Authority

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 10.80% 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 10th 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., 10.80% 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: 22.05.2026