

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

**Complaint no.** 245 of 2024  
**Date of filing complaint** 16.02.2024  
**First date of hearing** 24.04.2024  
**Date of decision** 19.02.2025

Kumar Gaurav and Deepti Kumari  
**Both R/o:** J-61, Ground Floor, BPTP Elite Floor,  
Sector-84, Faridabad

**Complainants**

**Versus**

1. M/s Signature Global (India) Private Limited  
**Registered office:** Ground Floor, Tower-A, Signature  
Tower, South City-I, Gurugram, Haryana-122001
2. Skyfull Maintenance Services Private Limited  
**Registered office:** Ground Floor, Tower-A, Signature  
Tower, South City-I, Gurugram, Haryana-122001
3. Trespect India Private Limited  
**Registered office:** Park Centra, 6<sup>th</sup> Floor, Sector-30,  
Gurugram, Haryana

**Respondents**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Sh. Saket Singh, Sh. Sandesh Jha and Sh. Rajesh  
Poddar (Advocates)

**Complainants**

Sh. Harshit Batra (Advocate)

**Respondent no. 1 and 2**

None

**Respondent no. 3**

**ORDER**

1. The present complaint has been filed by the complainant-allottee(s) 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 thereunder or to the allottee as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

2. The particulars of unit details, sale consideration, the amount paid by the complainant, date of proposed handing over the possession, delay period, if any, have been detailed in the following tabular form:

Sr. No.	Particulars	Details
1.	Name of the project	"Signature Global Park V", Sector 36, Gurugram
2.	Project Area	10.53125 acres
3.	Nature of the project	Residential Independent Floor
4.	RERA Registered/ not registered	Registered 30 of 2020 dated 08.10.2020 valid upto 30.07.2022 and further extended vide extension no. 04 of 2023 dated 13.03.2023 valid upto 29.07.2023
5.	DTCP License No. and Validity	09 of 2021 dated 05.03.2021 valid upto 04.03.2026
6.	Unit no.	Plot no. A88C, 3 <sup>rd</sup> floor (As per BBA at page 36 of complaint)
7.	Unit admeasuring area	640.03 sq. ft. (Carpet Area) (As per BBA at page 36 of complaint)
8.	Date of builder buyer agreement	19.02.2021 (As per page 28 of complaint)
	Possession clause as per builder buyer agreement	<b>7. Possession of the Residential Independent Floor</b> <i>"7.1 .....The Promoter assures to hand over possession of the Residential Independent Floor along with parking (applicable only if parking fee/charge has been pa) as per agreed terms and conditions by 30 July 2022 unless there's delay due to "force majeure", Court orders. Government policy/guidelines, decisions etc. affecting the regular development of the real</i>



		<i>estate project. If, the completion of the Project is delayed duly to the abo conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery.”</i> (As per BBA at page 44 of complaint plus grace period of six months in lieu of Covid-19)
9.	Due date of possession	30.01.2023 (As per BBA at page 44 of complaint)
10.	Total sale consideration	Rs. 56,77,330/- (As per conveyance deed executed between parties on 10.11.2023- Placed on record by virtue of written submissions filed by respondent)
11.	Total amount paid by the complainant	Rs. 56,77,330/- (As per conveyance deed executed between parties on 10.11.2023)
12.	Occupation certificate	22.11.2022 (Page 42 of reply)
13.	Offer of possession	21.02.2023 (Page 40 of reply)
14.	Conveyance Deed	10.11.2023 (Page 22 of written submissions filed by the respondents)

**B. Facts of the complaint:**

3. The complainants have made the following submissions: -

- a) That the complainants came to know about the project by brochure and false promises of agents. The complainants herein are the Bonafide flat buyers in the project of respondent no. 1, namely, Signature Global Homes Private Limited. Respondent no. 1 is the builder/promoter of the project. Respondent no. 3 is the agent who gave false promises and supported the promoter to sell the project.

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

4. The complainants have sought following relief:

- I. Direct the respondent to refund car parking charge taken for common area of society.
- II. Direct the respondent to pay interest for every month of delay at PRI.
- III. Cancel the licence of agent and builder for fraud of carpet area which was not communicated while booking and gave false and misleading representation.



- IV. Respondent-developer and agent to pay compensation for harassment and unfair trade practices in favour of the complainant-allottees.
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 respondents:**

6. The respondent no. 1 and respondent no.2 have contested the complaint on the following grounds vide its reply dated 15.05.2024 and written submissions dated 11.02.2025:
- a) That the present complaint has been signed and verified only by one of the allottees i.e. Mr. Gaurav, who is Complainant no. 1 as per the memo of parties and no authority has been granted by allottee Ms. Deepti Kumari to Mr. Gaurav. Further, complaint is not even accompanied with the affidavit of Ms. Deepti Kumari and thus, the present complaint is not maintainable and deserved to be outrightly dismissed.
- b) That it is a well settled principle of law that pleadings not made, and relief not sought cannot be granted. In the present case, the complainants have made no pleadings pertaining to the maintenance charges being charged from complainants even before handing over of possession, entry to project being changed from alleged entry shown in brochure at the time of sale and non-mentioning of carpet area. These arguments made by the complainants ought to be discarded by the Authority.
- c) Furthermore, the reliefs sought by the complainants have not been substantiated in the complaint and no pleadings have been made regarding the same. The only allegations raised in the complaint is that the complainants came to know about the project by brochures and false promises of agents. The complainants have sought interim relief to cancel the license of the builder, to make respondent pay compensation, however, no pleadings have been made in this regard and the claims have not been

substantiated. The complainants cannot be allowed to seek relief based on false averments without any iota of evidence as the relief sought has not been substantiated at all, and merely annexing some correspondences in the absence of any pleading and relief pertaining to the same, renders them invalid and unreliable.

- d) That the complainants herein have filed a vague complaint which fails to describe the true facts of the matter, fails to make any pleadings, substantiate any claims and further the relief sought by the complainants is ambiguous. The liability lies on the complainants to prove their contentions, and the complainants have failed to discharge their burden to prove their contentions. Mere allegations without pleadings cannot be relied upon to seek relief without substantiating the same.
- e) That as per Section 104 of the Bhartiya Sakshya Adhinyam, 2023, the onus to prove the allegations put forth, entirely lies on the complainants and cannot be shifted to the respondent, in any manner whatsoever. Until this obligation/onus is completely discharged by the complainants, the respondents cannot be asked to prove its case against it. In the event the complainants fails to prove their case, no relief whatsoever can be granted to the complainants.
- f) That the reliefs and interim reliefs sought by the complainants are ambiguous and moreover no relief can be granted by the Authority other than reliefs sought. No relief has been sought by the complainants with regards to maintenance charges and the respondent no. 2 has sought maintenance for period from 18.04.2023 to 17.04.2023 as is evident from page no. 23 of the complaint. It is pertinent to note that the offer of possession was made to the complainants on 21.02.2023 and the maintenance charges have been charged post receipt of occupation certificate and post offering due possession of the unit to the complainants,

which has been validly done. The Authority has time and again held the validity of maintenance charges from the offer of possession.

- g) That the conveyance deed was executed between the complainants and respondent no. 1, on 10.11.2023, marking the end of the contractual relationship between the parties. Vide the execution of the conveyance deed the complainants admittedly took possession in full and final satisfaction and hence, no claim whatsoever can be raised as an afterthought to unjustly benefit themselves. Thus, the obligations of respondent no. 1 as per Section 11 have been discharged on execution of conveyance deed except for issue of structural defects as per Section 14(3) of the RERA Act, 2016.
- h) That the conveyance deed was duly executed only after a detailed inspection on all material aspects in 2023 and the present complaint is nothing but a blatant attempt of the complainants to extort money from the respondent despite full and final settlement and satisfaction of all claims. Admittedly, no allegation has been levelled by the complainants that conveyance deed has been executed under coercion or by any unfair means which further substantiates that the agreement between the parties has come to an end and all the obligations of the respondent no. 1 have been concluded in full satisfaction. It is a fundamental principle of law that concluded contracts cannot be reopened as it would lead to endless litigation, thus, in the present matter, since the conveyance deed has already been executed and has not been contested by complainants, the agreement is concluded, and no cause of action remains.
- i) That the complainants have duly been enjoying the possession of the unit and the contractual relationship between the complainants and respondent no. 1 came to an end on the execution of the conveyance deed and the threat of constant and future litigation shall also be curbed. Further, the complainants were aware of the carpet area of the unit at the time of

execution of the buyer's agreement dated 19.02.2021, and same is evident from clause 1.2 of the buyer's agreement at page no. 38 of the complaint.

- j) That the complainants at page no. 13 of the complaint under the head 'Interim Relief Sought' have stated as follows:

*"Carpet Area was not communicated till the time of conveyance deed."*

- k) That the complainants herein are contradicting themselves. The said statement is vague and does not even constitute to be relief. Moreover, the statement is absolutely false, and the complainants are trying to mislead the Authority. Also, during the proceedings dated 08.01.2025, complainant no. 1 admitted that the complainants were aware of the carpet area at the time of execution of the buyer's agreement dated 19.02.2021. The complainants have duly signed the buyer's agreement and even the page describing the carpet area has duly been signed by the complainants, that under no circumstances can the complainants falsely allege that they were not aware of the carpet area till the execution of the conveyance deed. The buyer's agreement is a conclusive document and is binding on both the complainants as well as respondent no. 1 and the same was signed by the complainants without any protest, reservation, or demur. The absence of any objection at the relevant time further reinforces the binding nature of the agreement and knowledge of the terms of the agreement.
- l) That it is a well settled principle of law that any person signing and executing a document has full knowledge of the terms of the agreement, any person cannot be subsequently allowed to assert that he was not aware of the details provided in the agreement. This principle is further extended by the doctrine of estoppel by deed and estoppel by conduct, "*allegans contraria non est audiendus*" precluding the complainants from raising claims that are inconsistent with their previously recorded acknowledgments and actions.

- m) That further, the complainants executed the buyer's agreement way back on 19.02.2021 and filed the present complaint on 17.01.2024 i.e. after a period of three years, that the relief sought by the complainants is even barred by principle of delay and laches and the complainants cannot be allowed to seek any relief after a period of 3 years.
- n) That the respondent no. 2 is the maintenance agency and thus, does not come within the ambit of RERA Act, 2016. RERA Act, 2016 deals with the regulation of the conduct and affairs of three stake holders, as explained in the Act, which are: the allottee, the promoter, and the agent. Thus, under no circumstance can the present case be entertained as Authority has no jurisdiction. An application under Order 1 Rule 10 of the CPC, 1908 has also been filed on behalf of respondent no. 2 seeking deletion of its name from array of parties. The entire complaint does not specify any violation of the provisions of the RERA Act, 2016 by respondent no. 2 and places no reliance on sections of the RERA Act, 2016 rules or regulations thereunder. Further, the present complaint has been filed under section 31 of the Act, which, does not allow the present filing against the respondent no. 2.
- o) That the complainants willingly executed the buyer's agreement dated 19.02.2021 and under clause 1.2 at page no. 38 of the complaint, evidently states that the complainants are liable to pay Rs. 2,00,000/- towards parking. The said charges were only applicable in the event the complainants specifically opted to seek designated parking, and the complainants herein paid the due amount as they had willingly opted for allotment of a designated parking area. The agreement was executed without any protest in 2021, and the present complaint has been filed in 2024, as an afterthought by the complainants to unjustly enrich themselves as stilt parking space No. 5-A88C-3F have been specifically conveyed to the complainants which clearly does not form part of the common area of the



project and no averments has been made by the complainants to substantiate their false claims.

- p) That the Hon'ble Apex Court vide judgment dated 11.11.2021 in *Civil Appeal No.-0745-6749/2021 M/s Newtech Promoters and Developers Pvt. Ltd. vs. State of UP* and others has clarified that the Authority does not have the jurisdiction to entertain relief of compensation, thus, present relief is infructuous and liable to be dismissed.
- q) That as per clause 7.1 of the buyer's agreement dated 19.02.2021, the due date of possession i.e. 30.07.2022 was subject to force majeure circumstances. The respondent no. 1 was duly granted the occupation certificate on 22.11.2022 and without prejudice this delay of four months was due to force majeure circumstances such as Covid-19 and respondent no. 1 is entitled to grace period of 6 months for the same. The respondent No. 1 is not liable to pay any delayed possession interest to the complainants.
- r) That in addition of the advent of Covid-19, respondent no. 1 was faced with force majeure circumstances events including but not limited to non-availability of raw material due to various orders of Hon'ble Punjab and Haryana High Court and National Green Tribunal thereby regulating the mining activities, brick kilns, regulation of the construction and development activities by the judicial authorities in NCR on account of the environmental conditions, restrictions on usage of water, etc.

Thus, the present complaint should be rightly dismissed.

7. The present complaint was filed on 16.02.2024 in the Authority. Notice sent to respondent no. 3 through post (EH07608386IN) was duly served on 11.03.2024. On 24.04.2024, the respondent no.3 was directed to file the reply within three weeks in the registry of the Authority. However, despite specific directions and providing an opportunity of being heard, no written

reply has been filed by the respondent no. 3. Therefore, the defence of the respondent is struck off.

8. All other averments made in the complaint were denied in toto.
9. 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 based on those undisputed documents and oral as well as written submissions made by the parties.

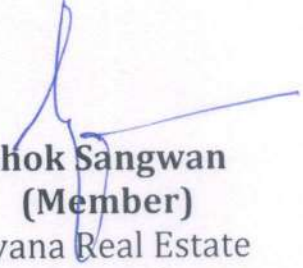
**E. Maintainability of the complaint:**

10. The Authority observes that the present complaint has been signed and verified only by one of the allottee i.e. Mr. Gaurav, who is complainant no. 1 as per the memo of parties and no authority has been granted by the co-allottee Ms. Deepti Kumari to Mr. Gaurav.
11. Another question that arises before the Authority is qua the relief sought by the complainants. The complainants through the instant complaint have merely submitted that they came to know about the said project on 01.01.2021 through brochures. No further pleadings beside this were advanced by the complainants in the written complaint and the claims cannot be said to be substantiated merely by annexing some correspondences. Thus, the Authority is of the view that though the complainants have filed the present complaint in CRA format, however, there is no detail of omission/commission made by the respondent qua the relief sought by the complainants.
12. Even otherwise, as far as relief with regard to refund of car parking charges is concerned, clause 1.2 of the builder buyer agreement executed between the parties on 19.02.2021 (page no. 38 of the complaint) evidently states that the complainants are liable to pay Rs. 2,00,000/- towards car parking. The respondent through its written arguments also clarified that stilt parking space no. 5-A88C-3F has been specifically conveyed to the

complainants and same does not form part of the common area of the project. In view of the same, the relief prayed for by the complainants as to refund of car parking charge stands redundant.

13. It is also important to note that a buyer's agreement was executed between the parties on 19.02.2021. The possession of the unit was to be offered by 30.07.2022 in terms of clause 7.1 of the said agreement. The authority in view of notification no. 9/3-2020 dated 26.05.2020, on account of force majeure conditions due to outbreak of Covid-19 pandemic has allowed the grace period of 6 months to the promoter. Therefore, the due date of handing over possession comes out to be 30.01.2023.
14. Further, in the present complaint, the occupation certificate was granted by the competent authority on 22.11.2022. The respondent has obtained occupation certificate prior to the due date of handing over possession as per the buyer's agreement. Thus, no case for delayed possession charges is made out under Section 11(4)(a) of the Act read with Proviso to Section 18(1) of the Act. Accordingly, no direction to this effect can be given.
15. Thus, the pleadings advanced by the complainants do not establish any fault of the respondents to provide any relief, thereby absolving them of accountability in this regard. Thus, considering the factual matrix of the present case the complaint stands dismissed.
16. Matter stands disposed of.
17. File be consigned to the registry.

**Dated:19.02.2025**



**Ashok Sangwan**  
**(Member)**  
Haryana Real Estate  
Regulatory Authority,  
Gurugram