

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

Complaint no.	:	4213 of 2023
Date of Filing of complaint:		18.09.2023
Date of Decision:		28.03.2025

Sunder Singh

**Address at:** H.no. 56, Sector 55 Gurugram.**Complainant**

Versus

ROF Infratech and Housing Private Limited

**Regd. office:** M-18, M Block Market, Greater  
Kailash - 11, New Delhi-110048**Respondent****CORAM:**

Shri Vijay Kumar Goyal

**Member****APPEARANCE:**

Sh. Satbir Verma

Sh. Garvit Gupta

Advocate for the complainant

Advocate for the respondent

**ORDER**

1. The present complaint has been filed by the complainant/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*.

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**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:

S.N.	Particulars	Details
1.	Project name and location	Cannot be ascertained
2.	Allotment letter	Not provided
3.	Date of builder buyer agreement.	Not executed
4.	Unit no.	Not mentioned
5.	Possession clause	Not mentioned
6.	Total sale consideration	Rs. 1,24,47,820/- (as alleged by complainant but denied by respondent)
7.	Paid up amount	Rs.1,00,000/- (as per bank statement at page 11 of complaint)
8.	Occupation certificate	Not Known
9.	Offer of possession	Not Known

**B. Facts of the complaint**

3. The complainant has made the following submissions in the complaint:
1. The complainant, Sunder Singh purchased the corner plot B-23 having an area of 150.07 sq. yards in the said complex of 'ROF Normantion Park' Sector-36, Sohna by executing the requisite documents and paying an amount of Rs.1,00,000/- towards the said plot out of the total consideration amount to Rs. 1,24,47,820/-.



- II. That the complainant also gave another cheque of Rs. 4,00,000/-. The complainant visited in the office of the respondent to pay the 10% amount which was given by the complainant after 30 days of Rs. 7,44,782/-but the respondent denied to accept the amount as they said that they required the black amount. At the same time the complainant came to know that the respondent did not encash the amount of Rs. 4,00,000/- which was paid by the complainant earlier. The respondent did not accept the payment and not provided allotment letter to the complainant and said the complainant that they have sold the said plot to someone else. After that the complainant lodged a complaint against the respondent to the SHO, sushant lok, police station, phase-1, Gurugram, no 669, dated 03.09.2022.
- III. That the complainant also sent a letter to the CM window to take a necessary action against the respondent to give the complainant his booking plot and lodged an FIR against the respondent.
- IV. That the complainant made numerous visits to the office of the respondent, made many calls and visits in order to ascertain when the respondent give the said plot to the complainant and allotment letter.
- V. That the respondent admittedly has failed to comply the norms and did not allot the plot to the complainant and also did not execute the builder's buyer agreement resulting in extreme kind of mental distress, pain and agony to the complainant. Hence, this complaint.

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

4. In view of the facts mentioned above, the complainant prays for the following relief:
- i. To execute builder buyer agreement as well as allotment letter for the complainant by the respondent.



**D. Reply by the respondent.**

5. The respondent has contested the complaint on the following grounds.
- I. That the complainant was not purchased the corner plot or any plot bearing No. B-23 having an area of 150.07 square yards in the complex of 'ROF Normanton Park' Sector 36, Sohna. The complainant does not executed any requisite document or paid an amount of Rs. 1 lac towards the said plot out of the alleged total consideration amount of Rs. 1,24,47,820/.
  - II. That the complainant has not attached any document to show that any corner plot or plot bearing no. B-23 was allotted to him by the respondent. No receipt nor any allotment letter nor any application form has been attached by the complainant for the sole reason that no such document was ever issued by the respondent nor was supposed to be issued by it.
  - III. That there is no ground or locus standi of the complaint to have approached this Hon'ble authority for seek relief which this Hon'ble authority itself cannot grant the complainant is not an allottee as per Section 2(d) of the RERA Act, 2016 and only an allottee under the provisions of RERA Act, 2016 can file a complaint seeking reliefs as provided in the provisions of RERA Act, 2016. The complainant has failed to address himself as an allottee in the project. The provisions of RERA Act, 2016 only deals with the relationship between only against the allottee and the promoter. When the complainant is not an allottee, he has no right whatsoever to seek the reliefs against the respondent. The present complaint itself is not maintainable and is liable to be dismissed with heavy costs payable by the complainant to the respondent. The complainant is not entitled to any relief whatsoever from this Hon'ble authority against the respondent.



**E. Jurisdiction of the authority**

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

**E. I Territorial jurisdiction**

7. 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**

8. 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**

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(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.*

9. 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 complainant at a later stage.

**F. Findings on the relief sought by complainant:**

**(i) To execute builder buyer agreement as well as allotment letter for the complainant by the respondent.**

10. The complainant in the present complaint is seeking relief w.r.t the execution of builder buyer agreement as well as allotment letter for the alleged non allotment of a plot bearing no. B-23, stated to be corner plot measuring 150.07 sq. yds. in the project 'ROF Normanton Park', sector-36, Sohna, Gurugram. The complainant further states that it has made a payment of Rs. 1,00,000/- towards the said plot.
11. The respondent has categorically denies all the allegations. The respondent states that the complainant never purchased any plot, including the plot in question. That no application form, booking receipt, or allotment letter has ever been issued in favour of the complainant, nor has any builder buyer agreement been executed between the parties.
12. The complainant alleges that he had booked a plot in the respondent's project and made certain payments toward the same. However, he has failed to produce any document that would legally establish an allotment in his favour. There is no allotment letter, no receipt of payment issued by the promoter, no builder-buyer agreement, nor any formal acknowledged application form that would indicate that the promoter accepted the complainant's booking. Section 2(d) of the RERA Act, 2016 defines an "allottee" as under:

*"...the person to whom a plot, apartment or building...has been allotted, sold...or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment... but does not include a person to whom such plot...is given on rent."*





13. In the absence of any documentary proof of allotment or contractual relationship between the complainant and the promoter, the complainant does not fall within the definition of an 'allottee' under Section 2(d) of the Act. Therefore, the present relief sought by the complainant is not maintainable under section 31 of the Real Estate (Regulation and Development) Act, 2016.
14. Moreover, the complainant has submitted his bank account statement on record in which it has been shown that he has made a payment of Rs.1,00,000/- to the respondent. But the complainants have failed to produce any documents which could establish that payment was made on demand or on any agreed terms. Therefore, the Authority is of the view that as per bank account statement the respondent has received paid up amount which is not yet returned/paid back and hence the amount of Rs. 1,00,000/- deposited is liable to be refunded to the complainant within a period of 90 days.
15. Complaint as well as applications, if any, stands disposed off accordingly.
16. File be consigned to registry.

**HARERA**  
**GURUGRAM**

V.1   
(Vijay Kumar Goyal)  
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 28.03.2025