

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

Date of decision: 12.08.2025

NAME OF THE BUILDER		M/s ROF Infratech and Housing Pvt. Ltd	Appearance
S. No.	Case No.	Case title	
1.	6184-2024	Rajiv Ohlan and Sanchit Mittal Vs ROF Infratech and Housing Pvt. Ltd	Shri Chaitanya Singhal Advocate (Complainant) Shri Garvit Gupta Advocate (Respondent)
2.	6185-2024	Hawa Singh Ohlan Vs ROF Infratech and Housing Pvt. Ltd	Shri Chaitanya Singhal Advocate (Complainant) Shri Garvit Gupta Advocate (Respondent)

CORAM:

Shri Arun Kumar
Shri Ashok Sangwan

**Chairman
Member**

ORDER

- The above complaints have 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

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, "ROF Normanton Park", Sector-36, Sohna Gurugram being developed by the respondent/promoter i.e., ROF Infratech and Hosuing Private Limited. The issue involved in both these cases pertains to failure on the part of the promoter to deliver timely possession of the units in question and the complainants are seeking set aside of illegal demands and other related reliefs.
3. The details of the complaints, reply to 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	Complain t No., Case Title, and Date of filing of complain t	Repl y statu s	Plot No.	Date of execut ion of agree ment for sale	Due date of possess ion, offer of possess ion	Total Considerati on / Total Amount paid by the complainan ts (In Rs.)	Relief Sought
1.	CR/6184/2024 Case titled as Rajiv Ohlan and Sanchit Mittal VS ROF Infratech and Hosuing Private Limited D.O.F: 24.12.2024	Reply received on 21.05.2025	C-28 [Page no. 20 of complaint] Area: 143.52 sq.yds	14.06.2022 (page 28 of complaint)	30.09.2026 (as per possession clause page 7.1 and 7.2 of complaint) Offer of possession: not offered	TSC: - Rs.57,40,801/- [page no. 20 of complaint] AP: - Rs.51,66,989/- [page 15 of complaint]	1. To direct the Respondent to remove illegal charges under the head "Fitment charges" amounting to Rs. 2,500/- per sq. yard and administrative charges amounting to Rs. 35,400/- in violation of Clause 1.2 (iv) of the "Rera Model Agreement for sale". 2. To direct the respondent to remove delay payment interest charges from the statement of accounts since there has been no delay in making instalments by the complainant. 3 .It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of

							the payment plan as agreed upon . 4. To impose penalty under Section 61 of the Rera Act of 5% of the overall cost of the project on account of failure to adhere to Clause 1.2 (iv) of the "Rera Model Agreement for sale" 5. To revoke the Hrera Project registration Certificate no. 08 of 2022 for breach of Conditions of Registration namely condition (iii) that the promoter shall enter into agreement for sale with allottees as prescribed in Hrera Rules, 2017.
2.	CR/6185/ 2024 Hawa Singh Ohlan VS ROF Infratech and Housing Private Limited . Date of Filing of complaint - 24.12.2024	Reply recei ved on 21.05 .2025	B-36 [Page no. 28 of comp laint] Area: 150.7 sq.yd s	15.04.2 022 (page 27 of compla int)	30.09.20 26 (as per possessi on clause page 7.1 and 7.2 of complai nt) Offer of possess ion: not offered	TSC: - Rs.65,06,77 6/- [page no. 20 of complaint] AP: - Rs.68,02,11 8/- [page 15 of complaint]	1 To direct the Respondent to remove illegal charges under the head "Fitmentcharges" amounting to Rs. 2,500/- per sq. yard and administrative charges amounting to Rs. 35,400/- in violation of Clause 1.2 (iv) of the "Rera Model Agreement for sale". 2. To direct the respondent to remove delay payment interest charges from the statement of accounts since there has been no delay in making instalments by the complainant. 3. It is most respectfully prayed that this Hon'ble Authority be pleased to order the Respondent not to charge anything which not the part of the payment plan as agreed upon . 4. To impose penalty under Section 61 of the Rera Act of 5% of the overall cost of the project on account of failure to adhere to Clause 1.2 (iv) of the "Rera Model Agreement for sale" 5. To revoke the Hrera Project registration Certificate no. 08 of 2022 for breach of Conditions of Registration namely condition (iii) that the promoter shall enter into agreement for sale

							with allottees as prescribed in Hraa Rules, 2017.
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Note: In the table referred above certain abbreviations have been used. They are elaborated as follows:
Abbreviation Full form
TSC- Total Sale consideration
AP- Amount paid by the allottee(s)

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 set aside of illegal demands 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.
6. Out of the above-mentioned cases, the particulars of case **CR/6184/2024 titled as Rajiv Ohlan and Sanchit Mittal VS ROF Infratech and Housing 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. Project and unit related details

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

CR/6184/2024 titled as Rajiv Ohlan and Sanchit Mittal VS ROF Infratech and Housing Private Limited.

S. N.	Particulars	Details
1.	Name of the project	ROF Normanton Park, Sector-36, Sohna Gurugram
2.	Project area	Affordable plotted colony-DDJAY

3	License No.	92 of 2021 dated 12.11.2021 valid upto 11.11.2026
4	Rera Registered	registered
	Date of allotment letter	30.05.2022 (page 18 of complaint)
5	Plot no.	C28 (page 20 of complaint)
6	Unit area admeasuring	143.52 sq. Yds. (Page 20 of the complaint)
7	Date of execution of plot buyer's agreement	14.06.2022 (page 28 of complaint)
8	Possession clause (7.1 and 7.2)	<i>Schedule for possession of the Unit - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, as provided under Rule 2(1)(f) of the Rules, is the essence of the Agreement.</i> <i>The Promoter assures to offer the handover of possession of the Unit from the date of completion of the project i.e. 30.09.2026 ("Possession Date"), subject to the grant of completion certificate, alongwith allotted Parking Space (if any) as per agreed terms and conditions unless there is delay due to force majeure, court orders, Government Policy/ guidelines, policy / guidelines of the Competent Authorities, pandemic, epidemic, decisions affecting the regular development of the Project or any other event / reason of delay recognized or allowed in this regard by the Authority, duly completed with all Specifications, Amenities, Facilities as mentioned in Schedule-C hereto, prior to the expiry of the Commitment Period. If completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided the above conditions are not of the nature which makes it impossible for this Agreement to be performed.</i>
9	Due date of possession	30.09.2026 (as per possession clause)
10	Total consideration of the plot	Rs. 57,40,801/- (page 20 of complaint)

11	Amount paid by the complainant	Rs.51,66,989/- [Page 15 of the complaint]
12	Occupation Certificate/Completion Certificate	Not obtained
13	Offer of possession	No offered

B. Facts of the complaint

8. The complainants have made the following submissions: -

- I. That the respondent is leading real estate company having various real estate projects in Gurugram and other parts of Delhi NCR region. That through public advertisement, the respondent company boasted that it is its' endeavor to meet the expectations of the buyers, enticing them to invest their hard earned money in their project "**ROF Normaton Park**" located in Sector-36 Sohna, Gurgaon and made tall claims and promises of high quality production and timely possession. It further claimed that their project is inspired by the dreams of the consumers and driven by its commitment to deliver the finest quality and set new benchmarks in the industry.
- II. That on 24.03.2022 the complainants had booked a residential plot measuring 143.52 sq. yards in respondent's project "**ROF Normaton Park**" located in Sector-36 Sohna, Gurgaon, Haryana and paid a sum of Rs. 6,00,000/- via RTGS/ bank transfer towards the booking of said plot. That the said payment was duly received by respondent and thereafter the respondent issued payment receipt of the same. That the complainants paid more than 10% amount due towards total sale consideration of booked plot on 24.03.2022.
- III. That on 30.05.2022, the respondent issued "Allotment letter" in favour of the complainant wherein the respondent had allotted plot no. C-28 measuring 143.52 sq. yards in its project "**ROF Normaton Park**" located in Sector-36

Sohna, Gurgaon, Haryana. That in terms of the Allotment letter the (BSP) basic sale price of plot was Rs. 51,66,720/- @ Rs. 36,000/- per sq. yard.

- IV. That further as per the Allotment letter the total sale consideration of plot including EDC & IDC, parking charges, plc, govt. taxes, IFMS was Rs. 57,40,801/-. Further all payments were to be made as per the construction linked plan attached with the allotment letter.
- V. That on 14.06.2022, builder buyer agreement was executed between the parties which reiterated the same terms as mentioned in the allotment letter.
- VI. The complainant has duly made all payments as per the schedule and has complied with all the terms of the Builder-Buyer Agreement. That till date 90% of the total sale price i.e. Rs. 51,66,989/- has been paid by the allottee (Complainant), and the remaining 10% was due at the time of the **"Offer of Possession"** as per the Builder-Buyer Agreement (BBA).
- VII. That however, till date, no "Offer of Possession" has been made by the builder (Respondent). Instead, the respondent has issued a demand letter dated 09.11.2024, claiming the balance 10% payment along with illegal charges.
- VIII. That the complainant has not delayed even a single payment and all installments have been made on time. Therefore, the imposition of interest on delayed payments is arbitrary and illegal.
- IX. The demand on account on "Facility Charges" (electrification charges, electricity facility charges, water facility charge, sewerage facility charges and administrative charges were nowhere specifically mentioned in the total price of plot in terms of "Clause 1.2 of the Builder-Buyer Agreement" and Schedule -A annexed thereto. These charges cannot be levied at this stage. These charges are arbitrary and not agreed upon by the parties.
- X. The respondent has demanded "Electrification and Fire Fighting Charges" (E.F.F.C) and all other charges under one consolidated head i.e. **"Facility Charge"** to the extent of Rs. 2,500/- per sq. yard which comes to Rs. 4,

23,384/- from the complainant, which is unreasonable, and therefore the same may be quashed from the final demand letter sent by respondent. As per terms of license, it is the sole responsibility of the promoter to develop both basic infrastructure of the project like roads, sewage system, store water, disposal, electricity connection, water supply etc.

- XI. That builder buyer agreement was executed between the complainant and the respondent on 14.06.2022 i.e. after the coming of RERA Act and HRERA Rules into force. That the respondent had not made the "Agreement for sale" as per Rera Model Agreement for sale under Rera Act of 2016 and had inserted one sided and arbitrary clause into it. The respondent has grossly violated Section 13 of Rera Act 2016 for which penalty should be imposed.

C. Relief sought by the complainants:

9. The complainants have sought following relief(s):
- i. **To direct the respondent to remove illegal charges under the head "Facility charges" amounting to Rs. 2,500/- per sq. yard and administrative charges amounting to Rs. 35,400/- in violation of Clause 1.2 (iv) of the "Rera Model Agreement for sale".**
 - ii. **To direct the respondent to remove delay payment interest charges from the statement of accounts since there has been no delay in making instalments by the complainant.**
 - iii. **To direct the respondent (builder) to send "Offer Possession" of the plot to the complainant.**
 - iv. **To impose penalty under Section 61 of the Rera Act of 5% of the overall cost of the project on account of failure to adhere to Clause 1.2 (iv) of the "Rera Model Agreement for sale".**
 - v. **To revoke the HRERA Project registration Certificate no. 08 of 2022 for breach of Conditions of Registration namely condition (iii) that the promoter shall enter into agreement for sale with allottees as prescribed in HRERA Rules, 2017.**

10. 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.

11. The respondent has contested the complaint on the following grounds.
- That the respondent is the sole, absolute and lawful owner of the land parcel situated in Sector 36, Tehsil Sohna, District Gurugram, Haryana. The Respondent had obtained the approval/sanction to develop a project known as 'ROF Normanton Park' from the Director Town and Country Planning, Haryana, Chandigarh (hereinafter referred to as the 'DTCP') vide approval bearing license no. 92 of 2021 under the Haryana Development and Regulation of Urban Areas Act, 1975 and the Haryana Development and Regulation of Urban Areas Rules, 1976 read with the Deen Dayal Jan Awas Yojna- Affordable Plotted Housing Policy, 2016 announced by the Government of Haryana vide the Town and Country Planning Department notification dated 01.04.2016.
 - That the complainants, after checking the veracity of the said project had applied for allotment of an apartment vide their Booking Application Form on 24.03.2022. The complainants agreed to be bound by the terms and conditions of Booking Application Form. The complainants were aware and had admitted and accepted vide the said booking application form that they by the way of said application form had applied in the said project under the affordable plotted housing colony being developed by the respondent under the said policy and had understood all the limitations and obligations after being provided with all the information and clarifications. The complainants were aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the said policy and only after being completely satisfied about the same, had made the booking with the

respondent. Moreover, the complainants had also perused and signed Annexure A of the Application form which contained the payment plan which specifically stated the stage of payments.

- iii. That pursuant to the booking made by the complainants, respondent vide its allotment letter dated 30.05.2022, allotted a plot bearing no. C-28 having plot area of 143.52 sq yards in the said project of the respondent. It was specifically stated in the clause 3.1 of the allotment letter that the timely payment on part of the complainants towards the sale consideration amount is an essential condition of the allotment and in case of any default of delays on the part of the complainants, they shall be liable to make payments towards interest at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
- iv. That agreement in respect of the said plot was sent by the respondent to the complainants. The complainants signed the agreement only after being fully aware of all the limitations and obligations and after being completely satisfied with the terms and conditions of the said agreement. Thus, the agreement for Sale was signed between the complainants and the respondent on 14.06.2022. No objections against the clauses of the agreement including the obligation of the complainants to make payments as per the mutually agreed terms were raised by them with the respondent. Moreover, the complainants had also perused and signed Schedule B of the agreement for sale which contained the payment plan which specifically stated the stage of payments.
- v. That it was always specifically informed to the complainants that the **sale consideration of the plot** is **exclusive** of certain other administrative charges, electrification charges, sewerage and water charges. It is also evident from the terms of the agreement executed between the complainants and the respondent that the said charges were payable by the complainants. As per Clause 1.2 (iv), the complainants were liable to make payment towards the

expenses with respect to electricity, water, gas and other utilities and the same were to be communicated by the respondent at the time of offer of possession and the complainants. Furthermore, it was agreed upon by the complainants as per clause 1.14 of the said agreement that the complainants was liable to make payments towards amenities provided by the respondent. As per clause 1.16 and 1.17 of the agreement, the complainants was well aware of their obligation of making payment towards the electric wiring, switches, fittings, fixtures, electric meter, water meter and external electrification charges.

- vi. That the respondent continued to demand the installments from the complainants strictly as per the payment plan and terms of the agreement executed between the complainants and respondent. It is pertinent to mention herein that the complainants had been a continuous defaulter and failed to make the payments within the stipulated time period. The respondent provided the complainants with an ample time to remit the dues, however the complainants despite having the said time period, failed to make timely payments.
- vii. That the complainants were well aware that as per clause 10 of the booking application form, clause 3 of the allotment letter and Clauses 1.4, 2.3 and 5.2 that timely payment of the installment amount was the essence of the allotment. It was understood vide the said clauses that if the complainants fail to remit the payment demanded by the respondent on time, then they would be bound to make payment towards interest as per law. Despite being aware of the terms and conditions, the complainants failed to remit the payments on time for the reasons best known to them and have now concealed the said facts from this Hon'ble Authority.
- viii. That despite persistent defaults and delays on the part of the complainants in making timely payments towards the agreed sale consideration, the Respondent, in adherence to its commitments and with utmost diligence,

completed the project in question well before the stipulated due date. In furtherance of the same, the respondent offered possession of the plot to the complainants vide demand letter dated 09.11.2024 in accordance with the terms of the agreement. This clearly demonstrates the Respondent's bona fide conduct and commitment to the timely execution of the project, in contrast to the complainants' failure to discharge its contractual obligations.

- ix. That the respondent strictly as per the terms of the allotment raised the payment demand towards dues on offer of possession along with other charges, vide its demand letter dated 09.11.2024 and demanded a sum of Rs.14,55,279/-. It is pertinent to mention here that the complainants in continuation of their defaults failed to remit the payment on time and made only part-payment out of the due installments. a sum of rs.11,26,770/- was yet to be paid by the complainants and thus, the respondent was constrained to send a reminder dated 13.11.2024, 10.12.2024, 21.01.2025 and 24.01.2025 to demand the due instalment. It is pertinent to mention here that despite issuance of the said reminder letters, the complainants miserably failed to make the payments towards the due consideration.
- x. That the complainants have till date did not remit the said dues despite the several reminders sent by the respondent. It is pertinent to mention herein that the respondent has throughout acted strictly as per the terms of the allotment, rules, regulations, law and the directions issued by the concerned authorities. As per the statement of account, Rs. 11,41,817/- is yet to be paid by the complainants to the respondent till date.
12. All the averments made in the complaint were denied in toto.
13. Copies of all the relevant documents have been filed and placed on the 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

14. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

15. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. 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

16. 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.

17. 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.

G. I To direct the respondent to remove illegal charges under the head “Facility charges” amounting to Rs. 2,500/- per sq. yard and administrative charges amounting to Rs. 35,400/- in violation of Clause 1.2 (iv) of the “Rera Model Agreement for sale.

18. The complainants have submitted that they have made all payments in accordance with the agreed payment schedule and the Buyer’s Agreement. However, to date, no offer of possession has been made by the respondent. Instead, the respondent has issued a demand letter seeking the balance 10% payment along with certain additional charges, including “Fitment Charges” and an “Administrative Charge,” which the complainants allege are illegal.
19. On the contrary, the respondent states that these charges are valid and were clearly stipulated in the Buyer’s Agreement executed between the parties. As per clause 1.16 and 1.17 of the agreement, the complainants was well aware of their obligation of making payment towards the electric wiring, switches, fittings, fixtures, electric meter, water meter and external electrification charges. Which reproduced below as:

1.16. The Allottee understands and agrees that the Total Price is inclusive of cost of providing electric cable from the main electric panel/ Electric Substation (ESS), if provided, within the Project up to the distribution board in each unit, but does not include the cost of electric wiring, switches, fittings, fixtures, electric and water meter etc. to the extent applicable, within or in relation to the Unit; which shall be installed, operated and maintained by the Allottee at his/her/their own cost and expense. In case, it becomes mandatory for the Promoter to install any such utilities in the Unit, then same shall be installed by the Promoter and the Allottee shall pay the cost of the same to the Promoter as per the demands made by the Promoter, over and above the Total Price.

1.7.The external electrification charges shall also be paid and borne by the Allottee separately."

20. After consideration of the facts and circumstances, Authority is of view that the demand raised by the respondent "On offer of Possession" is set-aside as till date no offer of possession has been made to the complainant nor completion/Part-completion certificate has been obtained for the project by the respondent. The respondent is directed to raise demands in accordance with the agreed payment plan agreed between the parties in the buyer's agreement.

G. II To direct the respondent to remove delay payment interest charges from the statement of accounts since there has been no delay in making instalments by the complainant.

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:

"(z) "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 by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges under Section 2 (z) read with Rule 15.

G.IV To direct the respondent (builder) to send "Offer Possession" of the plot to the complainant

23. It is evident from the fact that till date, no offer of possession has been made to the complainant. Therefore, the respondent builder is directed to offer possession of the subject unit to the complainant after obtaining the occupation certificate from the competent authority.

G. V To impose penalty under Section 61 of the Rera Act of 5% of the overall cost of the project on account of failure to adhere to Clause 1.2 (iv) of the "Rera Model Agreement for sale".

G. VI To revoke the HRERA Project registration Certificate no. 08 of 2022 for breach of Conditions of Registration namely condition (iii) that the promoter shall enter into agreement for sale with allottees as prescribed in HRERA Rules, 2017.

24. The above said reliefs were not pressed by the complainant counsel during the arguments in the course of hearing. Also, the complainant failed to provide or describe any information related to the above-mentioned relief sought. The authority is of the view that the complainant counsel does not intend to peruse the relief sought by the complainant. Hence, the authority has not returned any findings with regard to the above-mentioned relief.

H. Directions of the authority

25. 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 demand raised by the respondent "on Offer of possession" is set-aside. The respondent is directed to raise demands in accordance with the agreed payment plan agreed between the parties in the buyer's agreement.
- ii. The respondent is directed to offer the possession of the allotted unit to the complainant after obtaining completion/Part-completion certificate from the competent Authority.



iii. The rate of interest chargeable from the allottee by the promoter, in case of default shall be charged at the prescribed rate 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.

26. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.
27. Complaint stands disposed of.
28. File be consigned to registry.

Ashok Sangwan
Member

Arun Kumar
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 12.08.2025

HARERA
GURUGRAM