

**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.	6025-2024	Nishant Mittal Vs ROF Infratech and Housing Pvt. Ltd	Shri Chaitanya Singhal Advocate (Complainant) Shri Garvit Gupta Advocate (Respondent)
2.	6183-2024	Vijay Mittal 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/6025/2024 Case titled as Nishant Mittal VS ROF Infratech and Hosuing Private Limited D.O.F: 24.12.2024	Reply received on 09.07.2025	C-29 [Page no. 20 of complaint] Area: 143.52 sq.yds	25.04.2022 (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.51,66,720/- [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 Hrera Rules, 2017.
2.	CR/6183/2024 Vijay Mittal VS ROF Infratech and Housing Private Limited . Date of Filing of complaint - 24.12.2024	Reply received on 09.07.2025	B-35 [Page no. 28 of complaint] Area: 150.7 sq.yds	15.04.2022 (page 27 of complaint)	30.09.2026 (as per possession clause page 7.1 and 7.2 of complaint) Offer of possession: not offered	TSC: - Rs.65,29,402/- [page no. 68 of complaint] AP: - Rs.56,96,462/- [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.
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/6025/2024 titled as Nishant 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/6025/2024 titled as Nishant 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	22.04.2022 (page 18 of complaint)
5	Plot no.	C29 (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	25.04.2022 (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.51,66,720/- [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 06.04.2022 the complainant 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. 3,00,000/- via RTGS/ bank transfer towards the booking of said plot.
- III. That thereafter on 20.04.2022, the complainant further paid a sum of Rs. 3,00,000/- via RTGS/Bank Transfer in respondents bank account. The said payment was duly received buy the respondent and thereafter the respondent issued of the same. The complainant paid more than 10% amount due towards total sale consideration of booked plot on or before 20.04.2022.
- IV. That on 22.04.2022, 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.

- V. 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.
- VI. That on 25.04.2022, builder buyer agreement was executed between the parties which reiterated the same terms as mentioned in the allotment letter.
- VII. 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. 51,66,720/- 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).
- VIII. 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.
- IX. 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.
- X. 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.
- XI. 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.

- XII. That builder buyer agreement was executed between the complainant and the respondent on 25.04.2022 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.
- i. That the present complaint is gross misuse and abuse of the process of law and the same is liable to be dismissed at the threshold. The complainant under the grab of the present complaint is trying to rewrite a registered document. The complainant, after going through the terms and conditions of the Builder Buyer Agreement dated 25.04.2022, had affixed his signatures on the same and thereafter the agreement was registered before the registering authority. The complainant with malafide is trying to raise false and bogus objections on the terms of the registered agreement after many years.
 - ii. That no cause of action has ever accrued in favour of the Complainant to file the present complaint before the Hon'ble Regulatory Authority. The complaint being without any cause of action is liable to be dismissed on this ground alone. No illegal charges are being demanded by the respondent. The complainant is trying to blackmail the respondent to forego its legal demands under the threat of present litigation. The demand raised by the respondent is just and genuine and the complainant is liable to pay the same, now alongwith interest as per RERA rules.
 - iii. That the complainant is estopped from filing the present complaint by his own acts, conduct, admissions, commissions, omissions, acquiescence and latches. The complainant has moved the instant vexatious complaint to harass the respondent to succumb to his illegal demands and to achieve speculative bargains.
 - iv. That the complainant has no locus standi to file the present complaint. The issues raised by the Complainant require extensive evidence to be led by both

the parties and examination and cross-examination of witnesses for proper adjudication. Therefore, the disputes raised in the present complaint are beyond the purview of this Hon'ble Authority and can only be adjudicated by the Civil Court. The proceedings before this Hon'ble Authority under The Real Estate (Regulations and Development) Act, 2016 are summary in nature. Valuable rights of the Respondent are involved and in case, the present false, baseless and frivolous complaint is entertained, it will cause great prejudice to the Respondent and other promoters. The present complaint deserves to be dismissed on this ground alone.

- v. That before signing the builder buyer agreement, the complainant had ample opportunity to go through the terms and conditions and had never raised any objection, till filing of the present complaint. All the charges were duly intimated to the complainant and only after satisfying himself of all the charges and terms of the agreement the complainant sign the said registered builder buyer agreement.
- vi. That the builder buyer agreement has been willingly and voluntarily executed by the complainant after duly understanding and accepting all the terms and conditions thereof and the same are binding upon the complainant with full force and effect. It is further pertinent to mention herein that the builder buyer agreement dated 25.04.2022 is in conformity with the Act and the Rules. That the builder buyer agreement dated 25.04.2022 is in accordance with the model agreement as provided in the Rules.
- vii. That the present complaint is based on an erroneous interpretation of the provisions of RERA as well as an incorrect understanding of the terms and conditions of the builder buyer agreement dated 25.04.2022, as shall be evident from the submissions made in the following paras of the present reply. The respondent craves leave of this Hon'ble Authority to refer to and rely upon the terms and conditions set out in the builder buyer agreement dated

25.04.2022 in detail at the time of the hearing of the present complaint, so as to bring out the mutual obligations and the responsibilities of the respondent as well as the complainant, thereunder.

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(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 by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges under Section 2 (za) 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 unit to the complainant after obtaining the completion/Part-completion 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.

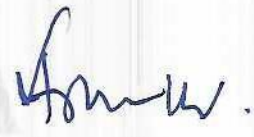
26. This decision shall mutatis mutandis apply to cases mentioned in para 3 of this order.

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