

BEFORE THE HARYANA REAL ESTATE APPELLATE TRIBUNAL

Appeal No. 1405 of 2025

Date of Decision: April 24 ,2026

Nishant Mittal, R/o House No. 3L, Mittal Nursing Home,
Model Town, Sonipat, Haryana, Pin code-131001

Appellant.

Versus

ROF Infratech and Housing Pvt. Ltd., Building No. 80, 1st Floor,
Sector 44, Gurugram, Haryana, Pin code-122003

Respondent

Present: Mr. Ankit Bishnoi, Advocate for the appellant.

CORAM:

**Justice Rajan Gupta
Dr. Virender Parshad**

**Chairman
Member (Judicial)**

O R D E R:

RAJAN GUPTA, CHAIRMAN

Present appeal is directed against order dated 12.08.2025, passed by the Authority¹. Operative part thereof reads as under:

“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.

¹ Haryana Real Estate Regulatory Authority, Gurugram

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.”

2. Factual matrix of the case is that the appellant/allottee booked a plot bearing No. C-29, measuring 143.52 square yards in the project of the respondent-promoter, namely, “ROF Normanton Park” located in Sector 36, Sohna, Gurugram. Total sale consideration of the plot was Rs.57,40,801/-, out of which the appellant-allottee remitted an amount of Rs.51,66,720/-. On 09.11.2024, respondent-promoter raised a final demand including add-on charges payable by the appellant-allottee. Aggrieved thereby the appellant-allottee preferred a complaint before the Authority seeking quashing of illegal demands raised towards fitment and administrative charges.

3. Stand of the respondent-promoter before the Authority is that the demands were raised in accordance with the terms of the agreement and the appellant-allottee had

agreed to such charges at the time of execution of the agreement.

4. After considering rival contentions of the parties, the Authority disposed of the complaint vide impugned order, operative part whereof has been reproduced in the opening paragraph of this order.

5. Aggrieved by the said order, the appellant-allottee has preferred the present appeal, primarily on the ground that the Authority failed to adjudicate upon the legality of the fitment and administrative charges.

6. We have heard learned counsel for the appellant and given careful thought to the facts of the case.

7. The grievance of the appellant-promoter that the Authority failed to decide the issue of legality of such charges is misconceived. Upon bare perusal of the impugned order, it is evident that the Authority duly considered clauses 1.16 & 1.17 of the agreement. The Authority has clearly held that the subject charges are contractually payable by the appellant-allottee as per these specific clauses. The payment plan expressly provides that such charges are payable at the stage of offer of possession. Admittedly, possession has not yet been offered. In these circumstances, the Authority has adequately safeguarded the interest of the appellant-allottee by directing that demands be raised strictly in accordance with the agreed payment schedule.

8. Even otherwise, it is well settled that charges expressly stipulated in an agreement voluntarily executed by the appellant-allottee, are legally binding and cannot be

questioned in the absence of any material showing them to be contrary to the statutory provisions. *Pacta sunt servanda* governs such freely agreed terms.

9. In view of the foregoing discussion, we find no infirmity or illegality in the impugned order passed by the Authority. The present appeal deserves outright dismissal as an instance of luxury litigation, the allottee having sought to re-agitate the settled contractual obligations despite the Authority having granted all admissible reliefs. Accordingly, the appeal stands dismissed.

10. Copy of this order be sent to the parties/their counsel and the Authority.

11. File be consigned to records.

Justice Rajan Gupta,
Chairman,
Haryana Real Estate Appellate Tribunal

Dr. Virender Parshad
Member (Judicial)

April 24, 2026
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