

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

Complaint No: 5154 of 2025
Date of filing of complaint: 03.10.2025
Date of Order: 21.05.2026

Surinder Pal Jawa **Complainant**
R/o: House No. C-35A, Anand Vihar, Uttam
Nagar, West Metro Station, New Delhi-110059

Versus

Nani Resorts and Floriculture Private Limited **Respondent**
Registered office at: Building No. 80, 1st Floor,
Sector-44, Gurugram-122003

CORAM:

Shri Phool Singh Saini **Member**

APPEARANCE:

Shri Alankrit Tandon (Advocate) **Complainant**

Shri Garvit Gupta (Advocate) **Respondent**

ORDER

1. The present complaint has been filed by the complainant/allottee 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 allottees as per the agreement for sale executed *inter se*.

A. Unit and project related details



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

S. No.	Particulars	Details
1.	Name of the project	"ROF Galleria", Sector-108, Gurugram
2.	Nature of the project	Commercial
3.	DTCP license	43 of 2019 dated 05.03.2019 valid up to 04.03.2024
4.	RERA registered or not registered	75 of 2019 dated 09.12.2019 valid up to 04.03.2024
5.	Unit no.	GF-34, Ground floor (As per page no. 22 of the complaint)
6.	Unit admeasuring	165 sq. ft. (carpet area) and 315 sq. ft. (super area) (As per page no. 22 of the complaint)
7.	Date of building plans	15.11.2019 (As per page no. 21 of the complaint)
8.	Date of Environment Clearance	06.02.2020 (As per page no. 21 of the complaint)
9.	Allotment letter	23.11.2022 (As per page no. 20 of the complaint)
10.	Date of execution of agreement for sale	21.12.2022 (As per page no. 27 of the complaint)
11.	Possession clause	7. POSSESSION OF THE UNIT 7.1 Schedule for possession of the said Unit: <i>The promoter agrees and understands that timely delivery of possession of the unit along with the car parking space(s), if any, to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, as provided under the act and Rule 2(1)(f) of Rules, 2017, is the essence of the agreement.</i> (As per page no. 43 of the complaint)
12.	Due date of possession	04.03.2024 (As per RERA registration)



13.	Total Sale Consideration	Rs.31,50,000/- (As per page no. 65 of the complaint)
14.	Amount paid by the complainant	Rs.31,50,000/- (As per page no. 97 of the reply)
15.	Occupation certificate	20.09.2024 (As per page no. 86-88 of the reply)
16.	Offer of possession	10.12.2024 (As per page no. 89 of the reply)
17.	Possession letter	25.02.2025 (As per page no. 65 of the complaint)
18.	Conveyance deed	25.02.2025 (As per page no. 92-109 of the reply)

B. Facts of the complaint:

3. The complainant has made the following submissions:
 - I. That the complainant is a responsible citizen and residing at the address mentioned above, in Uttam Nagar West, New Delhi.
 - II. That the complainant invested in the real estate project of the respondent, namely '*ROF Galleria*', located at Sector 108, Gurugram. He applied for and purchased a commercial shop vide application no. GAL1089 dated 05.11.2022, and was subsequently allotted Shop No. GF-34. According to the documents and annexures provided by the respondent, the carpet area of the said shop was specified as 165 sq. ft. The complainant, relying on the respondent representations, proceeded with the investment in good faith with the expectation that the property would be delivered as promised. The allotment and agreement for sale clearly indicated the carpet area, and this specification formed a key basis for the complainant's decision to enter into the transaction. The complainant's trust in the commitments made by the respondent was instrumental in finalizing this purchase, and he fully anticipated that the shop would be handed over in accordance with the agreed-upon conditions.
 - III. That the agreed consideration for the commercial shop was fixed at



Rs.31,50,000/-. However, beyond this locked-in price, the complainant was liable to pay various additional amounts, including administrative charges, BO/EDC/EEC charges, meter charges, GST, maintenance costs, and expenses for stamp duty. Once all these components were included, the total amount paid by the complainant came to Rs.38,25,158/-. The complainant duly complied with all payment schedules and cleared the entire sum as demanded by the respondent. These payments were supported by receipts and acknowledgments, establishing that the complainant had met every financial obligation under the agreement. Having discharged all monetary commitments in full, the complainant was under a legitimate expectation that the respondent would, in turn, fulfill all assurances relating to the property and ensure that possession was delivered strictly in line with the contractual terms.

- IV. That on 21.12.2022, the complainant and respondent executed an agreement for sale. This agreement expressly recorded the obligations of the respondent, including the assurance that the shop would measure 165 sq. ft. of carpet area. Further, it was specifically promised that the property would be delivered with flooring, roofing, shutters, and fittings/fixtures. These promises were not casual representations but binding contractual terms. The complainant entered into this agreement with the clear understanding that the respondent would honor these obligations. The delivery of a properly finished shop, with all promised features, was essential for the complainant to put the property to commercial use. The reliance placed by the complainant on these commitments was reasonable and justified, as the contract created legal duties for the respondent that were required to be performed without deviation.
- V. That after making complete payment and receiving possession of the



property, the complainant measured the carpet area of the allotted shop. To his shock, the actual measurement came to only 159 sq. ft. instead of the agreed 165 sq. ft. This represented a shortfall of 6 sq. ft. Based on the per sq. ft. valuation, this deficiency amounts to a financial loss of Rs.1,39,100/- which the complainant effectively overpaid. This discovery left the complainant dismayed as it constituted a clear misrepresentation on the part of the respondent. Such a discrepancy was not minor but materially significant in terms of value, and the complainant, having already paid the full consideration, was left deprived of the complete property he was promised. The shortfall reflects not only a breach of trust but also amounts to unfair trade practice and financial exploitation of the complainant, causing both economic and emotional distress.

- VI. That the grievances of the complainant did not end with the reduction in carpet area. Despite contractual obligations, the respondent failed to provide the fittings and fixtures that were explicitly mentioned in the agreement. On taking possession, the complainant found that the shop was handed over in a raw and incomplete state. Neither flooring nor roofing was done, shutters were not installed, and no basic fittings were provided. This incomplete condition rendered the property unusable for immediate business purposes. An independent inspection by a local vendor revealed that bringing the shop up to the promised standard would require an additional expenditure of approximately Rs.1,00,000/-. This additional burden was entirely unjustified as the responsibility for delivering a finished shop lay with the respondent. The complainant thus suffered further financial and mental strain owing to the respondent's failure to fulfill his contractual obligations.
- VII. That the complainant's son, Mr. Jatin Jawa, repeatedly informed the respondent and members of the ROF Galleria management team about the

issues through emails sent from his account (jawajatin@yahoo.in). These communications clearly highlighted the shortfall in carpet area, the absence of fittings and fixtures, and the urgent requirement for shutter installation for security reasons. Despite several reminders, the respondent failed to take any corrective action. Shockingly, the respondent even prevented the complainant from installing a shutter at his own expense, leaving the property vulnerable. The society itself lacked boundary walls and proper security arrangements, making the situation even more unsafe. The complainant also lodged a police complaint regarding the fraud and the obstruction faced in securing his property. However, no effective action was taken by the investigating officer, leaving the complainant without protection or remedy at the administrative level. This negligence aggravated the complainant's suffering and added to the harassment faced.

- VIII. That the complainant had requested several times (through e-mails & messages) regarding carpet area/fittings and fixtures for the said unit, and also requested for refund of the extra amount paid by the complainant, but the promoter/respondent simply ignored all such requests and tried to delay the same on one pretext or the other.
- IX. That the complainant has been harassed mentally and financially, by the respondent and had tried every possible means to take back the refund of the amount of Rs.1,39,100/- with interest paid by him out of his long-term savings and hard earnings and also requested number of times to complete the shop construction as well as install fittings and fixtures as promised by him but till date respondent has failed to do so.
- X. That the complainant seeks a refund of the amount of Rs.1,39,100/- paid by him with applicable interest and complete the shop construction as well as install fittings and fixtures as promised by him, or pay Rs.1,00,000/- along



with compensation, damages, and litigation charges.

C. Relief sought by the complainant:

4. The complainant has sought following relief:
 - i. Direct the respondent to refund the excess amount of Rs.1,39,100/- with interest, which was charged on account of the carpet area discrepancy. Also, the maintenance in the future would be charged according to the revised carpet area.
 - ii. Direct the respondent either to complete the promised work by providing roofing, flooring, shutter, and fittings/fixtures without removing the class door as per the agreement, or to pay Rs.1,00,000/- towards the cost of completing the same.
 - iii. Award costs of Rs.5,00,000/- or more as deemed fit and proper, to the applicant towards compensation, mental agony, and misrepresentation made.
 - iv. Award the cost of Rs.50,000/- or more, as deemed fit and proper, for legal costs incurred for obtaining legal assistance in the matter.
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.
6. 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 submissions made by the parties.

D. Reply by the respondent:

7. The respondent has contested the complaint on the following grounds:
 - I. That the complaint is neither maintainable nor tenable and is liable to be outrightly dismissed. There is no cause of action to file the present complaint.
 - II. That the complainant has no locus standi to file the present complaint.



- III. That the complainant is estopped from filing the present complaint on account of his own acts, omissions, admissions, delays, laches and acquiescence. Moreover, in lieu of the actual facts and on account of the default of the complainant himself, the reliefs sought by the complainant cannot be granted by this Hon'ble Authority against the respondent.
- IV. That the complainant has not approached this Hon'ble Authority with clean hands and has intentionally suppressed and concealed the material facts in the present complaint. The present complaint has been filed by him maliciously with an ulterior motive and it is nothing but a sheer abuse of the process of law. The true and correct facts are as follows:
- A. That the respondent is a reputed real estate company having immense goodwill, comprised of law abiding and peace-loving persons and has always believed in satisfaction of its customers. The respondent has developed and delivered prestigious projects and in most of these projects large numbers of families have already shifted after having taken possession.
- B. That the complainant is a real estate investor who had booked the unit in question with a view to earn quick profit in a short span of time. However, it appears that his calculations have gone wrong on account of severe slump in the real estate market and the complainant now wants to somehow illegally extract benefits from the respondent. Such malafide tactics of the complainant cannot be allowed to succeed.
- C. That the respondent is the sole, absolute and lawful owner of the land parcel situated in the revenue estate of Village Dharampur, Sector 108, Tehsil and District Gurugram, Haryana. The respondent had obtained the approval/sanction to develop a project known as 'ROF Alante' from the DTCP vide approval bearing license no. 43 of 2019 dated 05.03.2019



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 Affordable Group Housing Policy, 2013 issued by the Government of Haryana vide the Town and Country Planning Department notification dated 19.08.2013 as amended from time to time. As per the approved plans and in accordance with the policy, the vendor has constructed and developed a shopping complex under the name of 'ROF Galleria 108' comprising of commercial shops and forming part of the project.

- D. That the complainant, after checking the veracity of the said commercial project had applied for allotment of an apartment vide their booking application form. The complainant agreed to be bound by the terms and conditions of booking application form. The complainant was aware that all the payment demands towards the total sale consideration were to be demanded by the respondent strictly as per the payment plan and only after being completely satisfied about the same, had made the booking with the respondent.
- E. That subsequent to the booking, an allotment letter dated 23.11.2022 was issued by the respondent. Vide the said allotment letter, a unit bearing number GF-34, ground floor admeasuring carpet area of 165 sq. ft was allotted to the complainant.
- F. That subsequently, a copy of the agreement for sale was sent by the respondent to the complainant and complainant after a careful perusal of the terms contained therein signed and executed the same. The complainant was well aware from the very inception of the terms governing the allotment and the stages of the payments to be made by the complainant and the charges to be paid by him. Thus, the parties



entered into an agreement for sale on 21.12.2022.

- G. That as per clause 7.4 of the agreement for sale executed between the parties, it was expressly agreed that possession of the allotted unit would be handed over to the complainant within a period of three (3) months from the date of obtaining the occupation certificate. The said clause clearly delineates the timeline for delivery of possession and forms an integral part of the contractual understanding between the parties. It is submitted that the respondent remained bound by and acted strictly in accordance with the said contractual stipulation governing the timeline for offer and delivery of possession. The respondent obtained the occupation certificate from the concerned statutory authorities on 20.09.2024, therefore the due date of handing over of possession comes out to be 20.12.2024.
- H. That upon obtaining the requisite approvals, including the occupation certificate as referred to hereinabove, the respondent, in strict compliance with the terms and conditions of the agreement for sale, duly issued an offer of possession letter dated 10.12.2024 to the complainant. There is no delay in offering the possession of the unit to the complainant and the same is evident from the fact that even the complainant has not disputed the same nor has claimed the delayed possession charges from the respondent in the present complaint. Vide the said letter, the complainant was formally called upon to take possession of the subject unit within the stipulated time period and in accordance with the contractual framework agreed between the parties. The issuance of the offer of possession was in consonance with clause 7.4 of the agreement for sale and evidences the respondent's adherence to the agreed timelines. The sequence of events, including the timely



issuance of the offer of possession clearly demonstrates that the respondent acted in a bona fide manner, strictly in compliance with the contractual obligations, and took all necessary and reasonable steps to facilitate the handing over of possession of the subject unit without any delay or deficiency.

- I. That pursuant to the issuance of the offer of possession dated 10.12.2024, the complainant proceeded to remit the balance payments as per the agreed payment plan. Upon receipt of the said payments, the respondent, in accordance with the established procedure and in good faith, called upon the complainant to visit the subject unit for the purposes of inspection, verification, and taking over possession. The complainant was specifically afforded full opportunity to physically inspect the unit, including its dimensions, layout, specifications, fittings, and overall condition, prior to taking possession.
- J. That the complainant, after such inspection and due verification, and being fully satisfied with all aspects of the unit, including in particular the carpet area/size of the unit, voluntarily proceeded to take possession and executed the possession letter dated 25.02.2025 without any protest, reservation, or objection of any nature whatsoever. Significantly, on the very same date, the complainant also issued a separate written communication, forming part of the possession documentation, wherein it was expressly acknowledged and confirmed that the unit had been duly inspected, the size/carpet area verified, and that there remained no deficiency, inconsistency, or outstanding demand against the respondent. The said acknowledgment clearly establishes that the complainant had, at the time of possession, accepted the unit as being fully compliant with the agreed terms and



specifications.

- K. That subsequent to such unequivocal acceptance and acknowledgment, the conveyance deed in respect of the subject unit was duly executed on 25.02.2025. The execution of the conveyance deed was preceded by and based upon the complainant's complete satisfaction with the unit and its condition. The said conveyance deed also contains specific clauses, including but not limited to clause J, clause K, clause L and clause 5, which categorically record that the complainant had inspected the unit and taken possession thereof after being fully satisfied with its condition, specifications, and compliance with the agreed terms.
- L. That the sequence of events, namely inspection of the unit, acknowledgment of satisfaction (including specific verification of the size/carpet area), execution of the possession letter, issuance of a written confirmation by the complainant and thereafter execution of the conveyance deed, clearly and conclusively establishes that the unit was complete in all respects and accepted by the complainant without any demur.
- M. That after having unequivocally acknowledged and accepted that the unit was complete in all respects and in full conformity with the specifications set out in the agreement for sale, the complainant was fully aware that no deficiency or default could be attributed to the respondent. The entire transaction, including construction, specification compliance, and delivery of possession, had been duly completed strictly in accordance with the contractual terms.
- N. That any claim with respect to charges or financial liabilities ought to have been raised prior to execution of the conveyance deed and once the conveyance deed is executed and accounts are settled, no claims



remain capable of adjudication. Applying the said settled position of law to the present case, it is submitted that the conveyance deed having already been executed between the parties, the financial liabilities of the respondent have come to an end and the complainant is estopped from seeking refund of any charges at this belated stage.

- O. That the respondent has at all times acted strictly in accordance with the terms and conditions of the allotment, the agreement for sale, the applicable rules and regulations, and the directions issued by the competent authorities. The respondent duly completed the project in question within the prescribed timeline, and there has been no delay whatsoever attributable to the respondent in completion of the project or in offering possession. The possession of the allotted unit was validly offered to the complainant and was thereafter handed over along with the execution of the conveyance deed and all demands raised by the respondent were strictly in compliance with the agreement for sale, without any lapse or default on the part of the respondent. In view of the foregoing, no claim whatsoever survives against the respondent and the present complaint is therefore liable to be dismissed.
- P. That in such circumstances and in the absence of any genuine grievance, the present allegations appear to have been conceived only as an afterthought with a view to create an artificial dispute and to unjustly extract monetary gains from the respondent. The plea regarding alleged variation in carpet area is wholly baseless and contrary to the complainant's own express admissions recorded at the time of possession, wherein the complainant specifically verified and confirmed that the size/carpet area of the unit was as per the agreement. Furthermore, no evidence has been adduced on record by



the complainant that there is any discrepancy in the size of the unit more so when the conveyance deed has already been executed. Moreover, the conveyance deed was executed between the parties on 25.02.2025 and the present complaint has been filed on 23.09.2025. It is beyond common sense and belief that a person who alleged discrepancy in the carpet area would decipher the said discrepancy only after living in the apartment for more than 6 months. The same is nothing but an afterthought to now harass the respondent. It is further submitted that having consciously inspected the unit, verified its dimensions, and accepted possession without any protest or reservation, the complainant is estopped from raising any contrary plea at a subsequent stage. The principles of estoppel, waiver, and acquiescence squarely apply and the complainant cannot be permitted to approbate and reprobate by taking inconsistent stands.

- Q. That the rights and obligations of the parties stood conclusively settled upon execution of the conveyance deed, which was executed only after the complainant had expressed complete satisfaction with the unit. The agreement for sale thus stood fully performed and merged into the conveyance deed, leaving no scope for reopening or re-agitating any issue pertaining to the condition, specifications, or dimensions of the unit.
- R. That no contemporaneous complaint, objection, or communication was ever raised by the complainant at the relevant time, which further demonstrates that the present allegations are devoid of merit and lack any factual foundation. The belated nature of the claims clearly establishes that the complaint is a malafide attempt to misuse the process of law. In view of the above, it is evident that there has been no



default, deficiency, or breach whatsoever on the part of the respondent, and the present complaint is liable to be dismissed as being frivolous, baseless and an abuse of the process of the Hon'ble Authority.

E. Jurisdiction of the Authority

8. 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

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 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 completed territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottees 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.

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. Maintainability of the complaint.

10. The complainant booked a unit in the project of the respondent namely, "ROF Galleria", situated at Sector-108, Gurugram. An agreement for sale was executed on 21.12.2022 and the complainant started paying the amount due against the allotted unit and paid a total sum of Rs.31,50,000/-.
11. The complainant has sought the relief of refund of excess amount of Rs.1,39,100/- with interest, which was charged by the respondent on account of the carpet area discrepancy and the maintenance in the future would be charged according to the revised carpet area along with completion of the promised work by providing roofing, flooring, shutter, and fittings/fixtures without removing the class door as per the agreement, or to pay Rs.1,00,000/- towards the cost of completing the same.
12. On perusal of the documents placed on record. the Authority observed that the occupation certificate for the subject unit has been obtained by the respondent promoter on 29.09.2024 and the possession has been offered on 10.12.2024. Further, the unit handover letter was issued on 25.02.2025 and the conveyance deed is also executed between the parties on 25.02.2025 itself.
13. The respondent in its reply dated 02.04.2026 pleaded that the unit was physically handed over to the complainant on 25.02.2025 and thereafter the conveyance deed has already been executed on 25.02.2025 itself. The Authority observes that the financial liabilities between the allottee and the promoter come to an end after the execution of the conveyance deed except for the statutory rights under the Act of 2016. The complainant could have asked for the claim before the conveyance deed got executed between the parties. The relevant clause is reproduced below for ready reference:



"That the vacant and physical possession of the said shop has been handed over by the vendor to the vendee hereby confirms having taken over the possession of the same from the vendor after satisfying himself/herself/itself that the workmanship used in construction as also the various installations like electrification work, etc. are in accordance with the drawings, designs and specifications as per the agreement and terms and conditions of booking and the same are in good order and condition and that the vendee has satisfied itself in respect of the location and final carpet area calculations and measurements of the said shop."

"I hereby declare that I have no grudges or dues from the developer and I am fully satisfied with the size of the unit and I shall not claim anything from the company against the same."

Therefore, after execution of the conveyance deed the complainant-allottee cannot seek any refund of charges other than statutory benefits if any pending. Once the conveyance deed is executed and accounts have been settled, no claim remains. So, no directions in this regard can be effectuated at this stage.

14. Complaint as well as applications, if any, stand disposed off accordingly.
15. File be consigned to the registry.



(Phool Singh Saini)
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 21.05.2026