

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

Complaint no. : 5463 of 2025
Date of complaint : 24.10.2025
Date of order : 11.08.2026

Rakesh Kumar,
R/o: - House no. 98, Garhi Bazidpur(175), Gurugram,
Haryana.

Complainant

Versus

M/s ROF Infratech and Housing Private Limited.
Registered office at: Building No. 80, 1st Floor, Sector-
44, Gurugram

Respondent

CORAM:
Arun Kumar

Chairman

APPEARANCE:
None
Shri Garvit Gupta

Complainant
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 there under or to the allottee as per the agreement for sale executed *inter se*.

A. Unit and project related details

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

S. N.	Particulars	Details
1.	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	28.07.2022 (page 25 of complaint)
5	Plot no.	B-25 (page 20 of complaint)
6	Unit area admeasuring	150.7 sq. Yds. (Page 27 of the complaint)
7	Date of execution of plot buyer's agreement	02.08.2022 (page 36 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</i>

		<i>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	30.01.2027 (as per possession clause including 4 month grace period for projects whose completion, revised completion date, or extended date falls on or after 28.02.2026, as per Authority order no.9/1-2026 dt.11.08.2026.)
10	Total consideration of the plot	Rs. 96,44,801/- (page 44 of complaint)
11	Amount paid by the complainant	Rs.57,86,881/- [Page 9 of the complaint]
12	Occupation Certificate/Completion Certificate	Not obtained
13	Offer of possession	No offered
14	Demand and reminder letters	09.11.2024, 10.12.2024, 20.12.2024 and final opportunity 24.01.2025
15	Cancellation letter	30.05.2025 (page 113 of reply)

B. Facts of the complaint

3. The complainant has made the following submissions: -
 - I. That the respondents made an advertisement of its project "ROF Normanton Park," for the sale of residential plot under the Deen Dayal Awas Yojana-Affordable Plotted Housing Policy, 2016 under the name and style of "ROF Normanton Park, Sector 36, Sohna, Gurugram, Haryana. One of the brokers of the respondent approached the complainants and represented them that the respondent has obtained license bearing no. 92 of 2021 from the DTCP, Haryana and convinced them to invest and/or purchase a plot in the project. That the complainants believing the representation of the respondent and

being lured by the brochures and catalogues shown by the broker/representatives of the respondent who misrepresented the information regarding the project boasting of various amenities such as

- Gated community, providing a safe and secure environment for family
- 11 acres integrated township designed by a team of designers of international repute
- Strategically located in Sector 36, Sohna
- Designed along principles of sustainability and conservation of water and energy
- Choice of 180 & 150 sq. yd plots
- Elite Neighborhood
- 15 min drive from Airport
- Low booking amount of Rs. 10 Lakhs
- Infrastructure including electricity, water supply, sewage lines, telecom cabling, security and all such pre-requisites shall be in place

- II. That the complainant duly filled the application form bearing no. 1781 dated 04.07.2022 provided by the respondent and made a payment of Rs.09,00,000/- on 04.07.2022 vide RTGS no. KARBH22185302562 drawn on Kotak Mahindra Bank.
- III. That an allotment letter dated 28.07.2022 was issued in favour of the complainants whereby Plot No. B-25, Sector-36, Sohna ad-measuring 150.7 sq. yds, was allotted to the complainants.
- IV. That the agreement to sell bearing vasika no. 4712 was signed and executed between the complainants and the respondent on **08.08.2022**. Thereafter the payments as and when demanded were duly paid by the complainants to the respondent.
- V. That as per payment plan within 30 days the complainant again made a payment of Rs. 10,30,000/- vide cheque no. 672717 dated 28.07.2022 drawn on Karnataka Bank.

- VI. That on 02.08.2022 the demand was raised by the respondent company as per the payment plan payment to be made within 60 days and the complainant was shocked to see that the respondent that the demand raised by the respondent company is Rs.28,93,440/- and the payment was to made 20% of the total cost. Then the complainant approached the respondent company and respondent company raised the revised demand letter dated 05.09.2022 of Rs. 19,27,921/- and the complainant made the payment on 05.09.2022 bearing instrument no. 672718 drawn on Karnataka Bank amounting Rs. 19,28,000/-.
- VII. That as per payment plan within 6 months from booking or on commencement of demarcation work the complainant has to make the payment of 20% of the total amount. The complainant on 27.01.2023 bearing RTGS NO. KARBH23027106605 again made a payment of Rs. 19,28,881/- drawn on Karnataka Bank.
- VIII. That further vide its letter dated **09.11.2024**, the respondent with its malafide and ulterior motive issued another demand notice seeking payment of Rs. 43,41,691/-. The said amount included an illegal administrative and fitment charges of Rs 4,79,965/- which was never before pointed out, informed to the complainants and agreed by the complainant to pay the same. The said demand of the respondent was illegal, baseless, malafide, frivolous, dishonest, mischievous and wholly misconceived.
- IX. That the complainant visited the office sent an e-mail to the respondent company regarding the same and sent gentle reminder repeatedly regarding the CC but no response ever from the respondent.
- X. That the complainant was shocked after seeing a letter dated 30.5.2025 from the respondent company stating that the cancellation of plot no. B25, in project ROF Normanton Park, Sector-36, Sohna, Gurugram due to non-

payment of outstanding demands and also informed that unit in the name of the complainants are free to allot/ sell the same to any other party, even the same letter was never mailed or speed post by the respondent.

- XI. That the complainant has not yet received the valid 'Offer of Possession' and respondent has not even got the completion certificate from the concerned authority and is raising illegal demands of money and including the final demand from the complainants. But at the time of signing the agreement to sell it was agreed by the respondent company that the payment will be as per the construction plan.
- XII. That the complainant are severely aggrieved by the acts and omissions of the respondent in causing delay in the offer of possession as no completion certificate has been applied since the complainant thought that they are making a wise decision in investing their hard-earned money in the project, but the respondent significantly failed to abide by the agreement to sell and have caused immense loss to the complainants. The complainant deserves to get the physical possession of the plot.
- XIII. That the respondent never issued offer of possession as the completion certificate is still pending even after many follow ups by the complainant. That the respondent did not even bother to update the complainant upon the new developments regarding the said plot. The complainant time to time visited the office of the respondent to know about the update of the project but the officials of the respondent lied and cheated with the complainant by passing false information. The complainant also visited the site to know the actual status of the project and was surprised to see that no basic amenities there like no electricity connection, sewerage treatment plants, water line which are necessary for basic livelihood.

- XIV. That the respondent is just trying to gain illegal enrichment through unfair means and are trying to harass the complainant by raising illegal demands which were not a part of agreement to sale. That on the basis of the above raised submissions it can be concluded that the respondent, has failed to offer the possession of the plot in question in accordance with the agreed terms of agreement to sale, the respondent have committed grave unfair practices and breach of the agreed terms between the parties.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):
- I. Direct the respondent to set-aside/cancel the intimation of cancellation of plot no. B25 dated 30.05.2025.
 - II. Direct the respondent to issue the demand for last installment only after obtaining of completion certificate, there by issuance of possession.
 - III. Direct the respondent to waive off illegal interest being charged to the complainants.
 - IV. Direct the respondent to handover physical possession of the plot to the complainants without imposing any illegal or unlawful conditions.
 - V. Direct the respondent to handover physical possession of the plot to the complainants without imposing any illegal fitment and administrative charges.
 - VI. Direct the respondent to not create any third-party rights in the plot in question.
 - VII. Direct the Respondent to not to alienate the Plot in question.
 - VIII. Direct the respondent to provide necessary documentation such as occupation certificate / BR-III / completion certificate to the complainants.
 - IX. Direct the respondent to not charge holding charges in view of the Civil Appeal No. 3864-3889/2020 passed by the Hon'ble Supreme Court of India.

- X. A Local Commissioner be appointed to bring on record the status of the project.
 - XI. Direct the respondent to execute conveyance deed in favour of the complainants.
5. On the date of hearing, the Authority explained to the respondents/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.

6. The respondent has contested the complaint on the following grounds: -
- i. 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 Respondent obtained registration from the Hon'ble HARERA, Gurugram and was granted Registration Certificate bearing No. GGM/533/265/2022/08 dated 07.02.2022.
 - ii. That the complainant, after checking the veracity of the said project had applied for allotment of an apartment vide his booking application form on 04.07.2022. The complainant agreed to be bound by the terms and

conditions of booking application form. The complainant was 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 complainant was 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 complainant 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 complainant, respondent vide its allotment letter dated 28.07.2022, allotted a plot bearing no. B25 having plot area of 150.70 sq yards in the said project of the respondent.
- iv. That an agreement in respect of the said plot was sent by the respondent to the complainant. The complainant 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 complainant and the respondent and registered on 08.08.2022 vide vasika no. 4712. No objections against the clauses of the Agreement including the obligation of the complainant to make payments as per the mutually agreed terms were raised by him with the respondent. Moreover, the complainant had also perused and signed Schedule B of the Agreement for Sale which

contained the Payment Plan which specifically stated the stage of payments. The payment plan for the said allotted plot was as follows:-

- Application Amount- 10% of the total cost
- Within 30 days of booking- 10% of the total cost
- Within 60 days of booking- 20% of the total cost
- Within 6 months from booking or on commencement of Demarcation work- 20% of the total cost
- On offer of possession- 40% of the total cost

- v. That the respondent continued to raise demand notices strictly in accordance with the payment schedule and the terms of the agreement executed between the parties. It is submitted that the complainant had been persistent defaulters and repeatedly failed to make payments within the stipulated timelines. The respondent granted sufficient time and several opportunities for the Complainant to clear their outstanding dues. However, despite the extended time period, the Complainant failed to remit the required instalments.
- vi. That as per the terms and conditions governing the allotment and as per Clause 7.2 of the Agreement for Sale, the stipulated due date for handing over possession of the subject plot was 30.09.2026. However, the respondent, acting diligently and in adherence to its commitments, completed the development works pertaining to the project well before the stipulated timeline.
- vii. That despite the aforesaid demand being raised, the complainant failed to clear the outstanding dues within the stipulated time. Consequently, the respondent was constrained to issue a reminder through letter dated 10.12.2024, requesting the complainant to remit the outstanding amount payable towards the last instalment and other dues. However, the

complainant failed to comply with the said request and did not clear the outstanding dues despite being duly informed. In view of the continued default on the part of the complainant, the respondent was further constrained to issue reminder letter dated 20.12.2024, once again calling upon the complainant to clear the outstanding dues payable towards the last instalment in accordance with the terms of the builder buyer agreement. Despite the issuance of the aforesaid reminders, the complainant failed to make payment of the entire amount due and payable.

- viii. That the respondent after giving ample opportunities to the complainant was constrained to issue final opportunity letter dated 24.01.2025 to the complainant giving one final opportunity to the complainant prior to cancellation to make the requisite payment and strictly as per the terms of the agreement. respondent vide the said final opportunity letter made it clear to the complainant that in order to avoid cancellation, the said payments were required to be made by the complainant in compliance of their obligations that were mutually agreed upon between the complainant and respondent.
- ix. That thereafter, the respondent after giving sufficient opportunities to the complainant to make the requisite payment, exercised its rights and terminated the allotment of the said allotted unit strictly as per the terms of the agreement. Respondent issued the cancellation letter dated 30.05.2025 in consonance with the Clause 9.3 (i) and (ii) of the agreement executed between the complainant and respondent. It is submitted that timely payment was the essence of the contract, and the cancellation was done strictly as per the terms of the said executed agreement.

- x. That pursuant to the continued and persistent defaults on part of the complainant in clearing the outstanding dues, despite issuance of demand notices and multiple reminders, the respondent was constrained to proceed with cancellation of the allotment strictly in accordance with the terms and conditions of the agreement. It is submitted that several opportunities were extended to the complainant to regularize the payments as per the agreed payment plan; however, the complainant failed to avail the same and remained in breach of the contractual obligations. accordingly, the cancellation of the unit has been effected validly, lawfully, and in complete compliance with the governing contractual provisions. It is further submitted that the respondent had always been ready and willing to proceed in terms of the agreement, including handing over possession in due course as per the agreed timeline, subject to fulfilment of payment obligations by the complainant. However, in view of the valid cancellation, the complainant no longer retains any right, title, interest, or lien over the said plot and is, therefore, not entitled to seek any relief whatsoever in respect thereof.

7. All other averments made in the complaint were denied in toto
8. 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

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

E.I Territorial jurisdiction

10. 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

11. 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.

12. 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. Relief sought by the complainants

F.I Direct the respondent to set-aside/cancel the intimation of cancellation of plot no. B25 dated 30.05.2025.

F.II Direct the respondent to issue the demand for last installment only after obtaining of completion certificate, there by issuance of possession.

F.III Direct the respondent to waive off illegal interest being charged to the complainants.

F.IV Direct the respondent to handover physical possession of the plot to the complainants without imposing any illegal or unlawful conditions.

F.V Direct the respondent to handover physical possession of the plot to the complainants without imposing any illegal fitment and administrative charges.

F.VI Direct the respondent to not create any third-party rights in the plot in question.

F.V Direct the respondent to not to alienate the Plot in question.

F.VI Direct the respondent to provide necessary documentation such as occupation certificate / BR-III / completion certificate to the complainants.

F.VII Direct the respondent to not charge holding charges in view of the Civil Appeal No. 3864-3889/2020 passed by the Hon'ble Supreme Court of India.

F.VIII A Local Commissioner be appointed to bring on record the status of the project.

F.IX Direct the respondent to execute conveyance deed in favour of the complainants

13. In the present complaint, the complainant intends to continue with the project and is seeking direction to the respondent to set aside the cancellation, not to raise illegal demands, provide all the necessary documents and execute conveyance deed etc.
14. The complainant was allotted a plot bearing no. B-25 in the project "ROF Normanton Park, Sector-36, Sohna Gurugram" by the respondent builder for a consideration of Rs. Rs. 96,44,801/- against which the complainant paid an amount of Rs.57,86,881/-. Buyer agreement between the parties was executed on 02.08.2022 and the unit of the complainant has been cancelled by the respondent on 18.05.2022 on the grounds of non-payment.
15. On the contrary, the respondent states that the complainant has never paid any demand in full and against appropriate stage of construction. The respondent sent various demand and reminder letters dated 09.11.2024, 10.12.2024, 20.12.2024 and 24.01.2025 for clearance of outstanding dues

before finally cancelling the allotment of the unit vide cancellation letter dated 30.05.2025. Copies of the same is available on record and are not in dispute. Now the question before the Authority is whether the cancellation made by the respondent vide letter dated 30.05.2025 is valid or not?

16. On consideration of documents available on record and submissions made by both the parties, the authority is of the view that on the basis of provisions of allotment, the complainant has paid an amount of Rs. 57,86,881/- against the sale consideration of Rs. 96,44,801/-. It is pertinent to note that the stipulated due date for handing over possession of the subject unit is January 2027, whereas the present complaint has been instituted prior to the expiry of the said stipulated period. The principal grievance of the complainant, however, relates to the cancellation of the subject unit and the illegal demands raised by the respondent in connection therewith.
17. As per the payment plan forming part of the buyer's agreement, the payment schedule, as reproduced below as:

S.No.	Installment name	%
1	Application amount	10% of total cost (including booking amount)
2	On or within 30 days of allotment	10% of total cost
3	On or within 60 days of booking	20% of total cost
4	On or within 6 months of booking or on commencement of demarcation work	20% of total cost

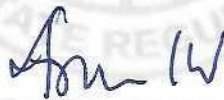
5	On offer of possession	40% of total cost
---	------------------------	-------------------

It clearly demonstrates that the complainant was required to pay 60% of the sale consideration on or within 6 months of booking or on commencement of demarcation work, whereas the balance 40% was payable at the stage of offer of possession. It is matter on record that the complainant has already paid 60% of the sale consideration in accordance with the agreed payment plan and the balance was payable at the time of offer of possession.

18. It is important to note that as on date, the respondent has not obtained the requisite occupation certificate in respect of the subject unit from the competent Authority. Consequently, the stage contemplated under the Buyer's Agreement for raising the demand towards the balance 40% of the sale consideration, i.e. the stage of valid offer of possession, has not yet arisen. Therefore, any demand raised towards such balance amount prior to the occurrence of the contractually stipulated stage cannot be sustained, particularly when the requisite occupation certificate has not been obtained by the respondent.
19. After consideration of all the facts and circumstances, the Authority is of view that the cancellation of the subject unit by the respondent, upon non-payment of the amount which had not yet become contractually due, cannot be held to be valid. Accordingly, the respondent is directed to restore the allotment of the subject plot in favour of the, subject to the terms and conditions of the Buyer's Agreement.
20. As regards the remaining reliefs sought by the complainant, it is observed that the stipulated due date for possession has not expired as on the date of adjudication of the present complaint. Therefore, the question of entitlement to reliefs arising on account of delay in handing over possession or any other

consequence dependent upon expiry of the stipulated possession period does not arise at this stage. Such reliefs, if they accrue subsequently, may be agitated by the complainant in accordance with law after expiry of the stipulated due date.

21. It is further clarified that the respondent shall not be entitled to levy any charges which is not part of buyer agreement. In case the respondent raises any such demand or any fresh cause of action arises after the expiry of the stipulated due date for possession, the complainant shall be at liberty to avail an appropriate remedy before the Authority in accordance with law.
22. Accordingly, insofar as the relief relating to cancellation is concerned, the cancellation is held to be invalid and the respondent is directed to restore the unit to its original form. The remaining reliefs, being premature at this stage, are declined, with liberty to the complainant to seek appropriate relief in respect thereof, if and when the same becomes legally maintainable.
23. File be consigned to the registry.



(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 11.08.2026