



# **HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

## **COMPLAINT NO. 812 OF 2021**

Gyanendra Kumar Vatsa

....COMPLAINANT

**VERSUS**

Piyush Buildwell India Ltd

....RESPONDENT(1)

Piyush Facility Management Private Limited

....RESPONDENT(2)

Resident Welfare Association Piyush Heights

....RESPONDENT(3)

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 12.05.2022**

**Hearing: 5<sup>th</sup>**

**Present: -**

Mr. Akshat Mittal, Id. Counsel for the complainant

Mr. Gaurav Singla, Id. Counsel for the respondent no.1  
and 2 through VC

Mr. Roop Singh, Id. counsel for RWA (R3) through VC

**ORDER (DILBAG SINGH SIHAG-MEMBER)**

Upon perusing case file, it is observed that complainant had booked a flat on 15.11.2007 in respondent's project namely 'Piyush Heights', Sector-89, Faridabad. Basic sale price of the flat was ₹21,69,105/- against which complainant had paid ₹26,17,645/-. Flat buyer agreement was executed between both parties on 22.10.2007. As per flat buyer agreement, possession was to be delivered within 36 months from the date of execution of agreement i.e. up to 22.10.2010. However, respondent had offered possession on 09.10.2017 after delay of almost seven years from the deemed date of possession along with demand of ₹12,23,166/- on account of various components. Aggrieved from this act of the respondent, complainant has filed present complaint seeking possession of his flat along with delay interest.

2. Despite successful service of notice, respondent no.1 and 2 have neither filed their reply nor assisted the Authority in any manner. Respondent no.3, Piyush Heights Residents Welfare Association (hereinafter called as RWA) has filed its reply while stating that complainant had already taken possession of his flat on 01.02.2021 through RWA. He averred that complainant's grievance is regarding maintenance charges which the present RWA has been charging from him from the date when RWA came into effect i.e. from 01.04.2018. Learned counsel for respondent no.3 contended that



respondent no.1 had offered possession of flat in question vide letter dated 09.10.2017. As per terms and conditions of the agreement, complainant was liable to pay maintenance charges after 30 days from the date of offer of possession i.e. from 09.11.2017. However, RWA has been charging maintenance w.e.f. 01.04.2018 i.e. the date when RWA took over the project. Prior to this date, respondent no.1/promoter was responsible for the same. Accordingly, non-payment of maintenance charges would be a violation to the terms and conditions of the agreement.

3. After going through pleadings and record placed on record, Authority observes that present complaint has been filed for directing respondent to hand over possession along with delay interest. On the other hand, it has been informed by RWA that complainant had already taken possession of his flat on 01.02.2021.

Authority observes that complainant's grievance qua respondent no.3 is regarding illegal levying of maintenance charges by RWA for the period prior to the date when possession was taken by complainant. Learned counsel for RWA stated that maintenance charges are payable by the complainant from the date of offer of possession i.e. 09.10.2017.

Authority is of considered view that maintenance charges cannot be demanded from the complainant for the period prior to date of actual taking over of possession. The offer of possession made to the complainant by

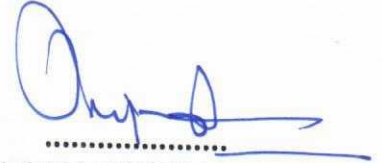
respondent no.1 was not valid offer and was accompanied with unjustified demands and without accounting for delay interest payable as per Rules. Complainant's flat was also not complete at the time of offer of possession. Therefore, RWA cannot charge maintenance for the period prior to the date of taking over of possession. RWA may charge maintenance dues from complainant from the actual date of taking over possession by complainant i.e. from 01.02.2021.

4. Admittedly project in question is complete. Occupation certificate has already been received. Complainant in his pleadings stated that he has paid ₹26,18,645/- to the respondent, however, perusal of statement of account supplied by respondent company, which was attached at Page 54 of complaint book, shows that complainant had paid an amount of ₹26,05,709.99/- against basic sale consideration of ₹21,69,105/-, and an amount ₹12,23,166.46/- remains to be paid on account of certain specified components. Complainant has alleged that he did not take possession in the year 2017 due to illegal demand raised. However, upon perusal of reply filed by respondent no.3, RWA, Authority observes that possession of the flat has already been taken over by the complainant on 01.02.2021. This fact was concealed by the complainant in his pleadings. Authority therefore will not pass any order in regard to delivery of possession to complainant.





5. Adjourned to 13.10.2022 for further arguments relating to demand raised by respondent no.1 and clarification of fact by the complainant regarding relief sought.



(RAJAN GUPTA)  
CHAIRMAN



(DILBAG SINGH SIHAG)  
MEMBER

