

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

**Date of Decision 09.12.2022**

NAME OF THE BUILDER		PAREENA INFRASTRUCTURE PRIVATE LIMITED	
PROJECT NAME		LAXMI APARTMENT	
SR. NO	COMPLAINT NO.	TITLE OF COMPLAINT	APPEARANCE
1	CR/4147/2021	Vineet Choubey V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
2	CR/4328/2021	Shakuntla Devi V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
3	CR/4068/2021	Pradeep Kumar through his attorney Suresh Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
4	CR/4205/2021	Chetan Nandwani V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
5	CR/4254/2021	Prabhat Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
6	CR/3453/2021	Kuldeep V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
7	CR/3456/2021	Yatin Sharma V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
8	CR/3439/2021	Amit Kumar and Sonu Kumari V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
9	CR/3451/2021	Arun R V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
10	CR/3435/2021	Ashish Kakkar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
11	CR/3463/2021	Nandan Singh Nehal V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
12	CR/3437/2021	Geeta Kaur V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
13	CR/3449/2021	Deepankar Gupta V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
14	CR/3448/2021	Anoop Kumar Verma V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
15	CR/3465/2021	Yatin Agarwal V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
16	CR/3461/2021	Aavneesh Upadhyay V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.

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17	CR/3431/2021	Ravishankar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
18	CR/3432/2021	Reshma Sukumaran V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
19	CR/3434/2021	Himanshu Arora V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
20	CR/3442/2021	Ravinder Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
21	CR/3444/2021	Rahul Yadav V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
22	CR/3441/2021	Satish V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
23	CR/3445/2021	Saurabh Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
24	CR/3446/2021	Nand Singh V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
25	CR/3438/2021	Vishwas Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
26	CR/3469/2021	Abhinav Aman V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
27	CR/3454/2021	Monika V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
28	CR/3440/2021	Arvinder Singh V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
29	CR/3433/2021	Rakesh Sharma V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
30	CR/3507/2021	Deepak Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
31	CR/3452/2021	Satish Yadav V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
32	CR/3458/2021	Manpreet Singh V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
33	CR/3430/2021	Vikas Ranjan V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
34	CR/3487/2021	Gautam Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
35	CR/3509/2021	Sunil Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
36	CR/3488/2021	Ankush Gupta V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
37	CR/3599/2021	Janardhan Balodi V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
38	CR/3436/2021	Naveen Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
39	CR/3508/2021	Anthony Joshep V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
40	CR/3459/2021	Manish Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.

41	CR/3800/2021	Jaya Prakash V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
42	CR/3620/2021	Ritika Kapoor and Dinesh Kapoor V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
43	CR/3619/2021	Mahesh Kumar V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
44	CR/3837/2021	Vinay Kumar Jaiswal V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
45	CR/3875/2021	Amit Kumar Malik V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
46	CR/3948/2021	Devender Chandra and Swati Chandra V/S Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
47	CR/279/2022	Dewan Chand Narang and Veena Narang V/s Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
48	CR/2066/2022	SQUN LDR Piyush Agarwal V/s Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
49	CR/4884/2022	Swati Sharma and Ankush Sharma V/s Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
50	CR/504/2022	Anamika Anupam V/s Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.
51	CR/1986/2022	Mahesh Kumar V/s Pareena Infrastructure Private Limited	Sh. Siddhant Sharma Adv. Sh. Parashant Sheoran Adv.

**CORAM:**

Shri Vijay Kumar Goyal  
Shri Ashok Sangwan  
Shri Sanjeev Kumar Arora

**Member**  
**Member**  
**Member**

**ORDER**

1. This order shall dispose of all the 51 complaints titled as above filed before the authority under section 31 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "the Act") read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred as "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 its obligations, responsibilities and functions to the allottees as per the agreement for sale executed inter se between parties.

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 Laxmi Apartments (Affordable houses), Sector 99, Gurugram (Hr.) being developed by the same respondent-promoter i.e., Pareena Infrastructure Private Limited. The terms and conditions of the builder buyer's agreements that had been executed between the parties *inter se* are also almost similar. The fulcrum of the issues involved in all these cases pertains to failure on the part of the respondent/promoter to deliver timely possession of the units in question and seeking award for delayed possession charges. In several complaints, the complainants have refuted various charges like additional area charges, administrative charges, meter connection charges, EEC, ERD, IFSD, advance electricity consumption charges, labour cess & advance maintenance charges etc.
3. The details of the complaints, reply status, unit nos., dates of agreements, date of environment clearance, date of sanction of building plans, due date of possession, offer of possession and relief sought are given in the table below:

<b>Pareena Infrastructure Private Limited</b>	
<b>Project Name</b>	<b>Laxmi Apartment</b>
<p><b>Possession Clause 8.1:</b> Except where any delay is caused on account of reasons expressly provided under this agreement and other situations beyond the reasonable control of the company and subject to the company having obtained the occupation/completion certificate from the competent authorities, the company shall endeavour to complete the construction and handover the possession of the said apartment within a period of 4 years from the date of grant of environment clearance or within 4 years from the date of grant of sanction of building plans for the project, whichever is later, subject to timely payment by the allottee of all the amounts payable under this agreement and performance by the allottee of all other obligations hereunder.'</p> <p><b>Date of occupation certificate obtained in the project "Laxmi Apartment":</b></p>	

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09.07.2021 [For towers 1-9]

Date of environment clearance : 15.03.2016

Due date of possession : 15.09.2020 (Calculated from date of environment clearance i.e. 15.03.2016)

Note: Grace period of 6 months is included while computing due date of possession on account of Covid-19 are in term of HARERA notification dated 26.05.2020 allowing grace period from 01.03.2020 to 30.09.2020.

Sr. No	Complaint No./Title/Date of filing	Reply status	Unit no.	Date of sanction of building plan	Date of execution of builder buyer's agreement	Offer of possession	Relief sought
1	CR/4147/2021  Vineet Choubey Vs. Pareena Infrastructure Private Limited  D.O.F 25.10.2021	30.12.2021	306, 3rd floor, tower T3	26.03.2015  [page no. 31 of complaint]	11.03.2016  [page no. 30 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,439/-	1. Direct the respondent to withdraw illegal demand raised on offer of possession. 2. Direct the respondent to reimburse the penal interest charged from complainant. 3. To get the sale deed of the conveyance deed executed. 4. Cost of litigation
2	CR/4328/2021  Shakuntla Devi through SPA holder Narender Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 02.11.2021	30.12.2021	1002, 10th floor, tower T7	26.03.2015  [page no. 32 of complaint]	07.03.2016  [page no. 33 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Possession 3. Cost of litigation
3	CR/4068/2021  Pradeep Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 12.10.2021	30.12.2021	505, 5th floor, tower T4	26.03.2015  [Page no. 25 of complaint]	17.03.2016  [page no. 24 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 19,10,255/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
4	CR/4205/2021  Chetan Nandwani Vs. Pareena Infrastructure Private Limited  D.O. F 02.11.2021	30.12.2021	1203, 12th floor, tower T5	26.03.2015  [page no. 31 of complaint]	19.07.2016  [page no. 30 of complaint]	16.07.2021  TC- Rs.17,49,330.50/-  AP- Rs. 17,80,559/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised

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							through offer of possession. 3. Cost of litigation
5	CR/4254/2021  Prabhat Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 11.11.2021	30.12.2021	303, 3rd floor, tower T7	26.03.2015  [page no. 24 of complaint]	22.03.2017  [page no. 23 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 17,80,559/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
6	CR/3453/2021  Kuldeep Vs. Pareena Infrastructure Private Limited  D.O. F 08.09.2021	23.11.2021	405, 4th floor, tower T2	26.03.2015  [page no. 26 of complaint]	02.02.2016  [page no. 25 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation.
7	CR/3456/2021  Yatin Sharma Vs. Pareena Infrastructure Private Limited  D.O. F 08.09.2021	23.11.2021	508, 5th floor, tower T2	26.03.2015  [page no. 25 of complaint]	29.04.2016  [page no. 24 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 18,79,599/-	1. DPC 2. Cost of litigation
8	CR/3439/2021  Amit Kumar and Sonu Kumari Vs. Pareena Infrastructure Private Limited  D.O. F 08.09.2021	23.11.2021	1106, 11th floor, tower T-5	26.03.2015	25.01.2018  [page no. 26 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 20,37,259/-	1. DPC 2. Cost of litigation
9	CR/3451/2021  Arun R Vs. Pareena Infrastructure Private Limited  D.O. F 08.09.2021	23.11.2021	606, 6th floor, tower T5	26.03.2015  [page no. 23 of complaint]	17.12.2016  [page no. 22 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 19,00,371/-	1. DPC 2. Cost of litigation

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10	CR/3435/2021 Ashish Kakkar Vs. Pareena Infrastructure Private Limited  D.O. F 02.09.2021	23.11.2021	801, 8th floor, tower T3	26.03.2015 [page no. 31 of complaint]	19.05.2016 [page no. 30 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
11	CR/3463/2021 Nandan Singh Noyal through Govind Singh Noyal Vs. Pareena Infrastructure Private Limited  D.O. F 02.09.2021	23.11.2021	508, 5th floor, tower T3	26.03.2015 [page no. 26 of complaint]	23.01.2016 [page no. 25 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 17,80,559/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
12	CR/3437/2021 Geeta Kaul Vs. Pareena Infrastructure Private Limited  D.O. F 02.09.2021	23.11.2021	906, 9th floor, tower T6	26.03.2015 [page no. 34 of complaint]	15.02.2016 [page no. 33 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
13	CR/3449/2021 Deepankar Gupta through Yatin Aggarwal Vs. Pareena Infrastructure Private Limited  D.O. F 02.09.2021	23.11.2021	205, 2nd floor, tower T6	26.03.2015 [page no. 26 of complaint]	28.01.2016 [page no. 25 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
14	CR/3448/2021 Anoop Kumar Verma Vs. Pareena Infrastructure Private Limited  D.O. F 02.09.2021	23.11.2021	306, 3rd floor, tower T2	26.03.2015 [page no. 22 of complaint]	12.02.2016 [page no. 21 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
15	CR/3465/2021 Yatin Aggarwal Vs. Pareena Infrastructure Private Limited  D.O. F 03.09.2021	23.11.2021	1001, 10th floor, tower T7	26.03.2015 [page no. 35 of complaint]	03.02.2016 [page no. 34 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,98,207/-	1. DPC 2. Cost of litigation

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16	CR/3461/2021 Aavneesh Upadhyay through Kirtimjay Upadhyay Vs. Pareena Infrastructure Private Limited  D.O. F 03.09.2021	23.11.2021	102, 1st floor, tower T1	26.03.2015 [page no. 28 of complaint]	25.01.2016 [page no. 27 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
17	CR/3431/2021 Ravi Shankar Vs. Pareena Infrastructure Private Limited  D.O. F 03.09.2021	23.11.2021	706, 7th floor, tower T9	26.03.2015 [page no. 30 of complaint]	22.01.2016 [page no. 29 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- Rs. 18,97,441/-	1. DPC 2. Cost of litigation
18	CR/3432/2021 Reshma Sukumaran Vs. Pareena Infrastructure Private Limited.  03.09.2021	23.11.2021	801, 8th floor, tower T6	26.03.2015 [page no. 33 of complaint]	06.02.2016 [page no. 32 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- RS. 19,00,429/-	1. DPC 2. Cost of litigation
19	CR/3434/2021 Himanshu Arora Vs. Pareena Infrastructure Private Limited  D.O. F 03.09.2021	23.11.2021	1208, 12th floor, tower T3	26.03.2015 [page no. 28 of complaint]	14.05.2016 [page no. 27 of complaint]	16.07.2021 TC- RS. 17,49,330.50/- AP- RS. 17,80,559/-	1. DPC 2. Cost of litigation
20	CR/3442/2021 Ravinder Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 09.09.2021	23.11.2021	303, 3rd floor, tower T8	26.03.2015	21.09.2016 [as per E-stamp] 08.11.2016 [as alleged by complainant]	16.07.2021 TC- 17,49,330.50/- AP- Rs. 17,82,713/-	1. DPC. 2. Cost of litigation
21	CR/3444/2021 Rahul Yadav Vs. Pareena Infrastructure Private Limited  D.O. F 09.09.2021	23.11.2021	405, 4th floor, tower T7	26.03.2015 [page no. 26 of complaint]	22.01.2016 [page no. 25 of complaint]	16.07.2021 TC- Rs.18,64,162.50/- AP- Rs. 18,36,776/-	1. DPC 2. Cost of litigation

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22	CR/3441/2021  Satish Vs. Pareena Infrastructure Private Limited  D.O. F 09.09.2021	23.11.2021	302, 3 <sup>rd</sup> floor, tower T- 2	26.03.2015  [page no. 23 of complaint]	31.05.2015  [page no. 22 of complaint]	16.07.2021  TC- Rs. 18,64,162,50/-  AP- Rs. 18,98,303/-	1. DPC 2. Cost of litigation
23	CR/3445/2021  Saurabh Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 09.09.2021	23.11.2021	207, 2nd floor, tower T3	26.03.2015  [page no. 24 of complaint]	22.01.2016  [page no. 23 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 17,26,333/-	1. DPC 2. Cost of litigation
24	CR/3446/ 2021  Nand Singh Vs. Pareena Infrastructure Private Limited  D.O. F 09.09.2021	23.11.2021	303, 3rd floor, tower T9	26.03.2015  [page no. 29 of complaint]	22.01.2016  [page no. 28 of complaint]	16.07.2021  TC- Rs. 17,49,330,50/-  AP- Rs. 17,87,442/-	1. DPC 2. Cost of litigation
25	CR/3438/ 2021  Vishwas Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 10.09.2021	23.11.2021	107, 1st floor, tower T9	26.03.2015  [page no. 29 of complaint]	08.11.2016  [page no. 28 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 18,01,811/-	1. DPC 2. Cost of litigation
26	CR/3469/2021  Abhinav Aman Vs. Pareena Infrastructure Private Limited D.O. F 10.09.2021	23.11.2021	1206, 12th floor, tower T3	26.03.2015  [page no. 21 of complaint]	22.01.2016  [page no. 20 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs.18,78,802/-	1. DPC 2. Cost of litigation
27	CR/3454/2021 Monika Vs. Pareena Infrastructure Private Limited  D.O. F 10.09.2021	23.11.2021	402, 4th floor, tower T1	26.03.2015	27.10.2017  [page no. 25 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 20,19,927/-	1. DPC 2. Cost of litigation
28	CR/3440/2021  Arvinder Singh Vs. Pareena Infrastructure Private Limited 10.09.2021	23.11.2021	1008, 10th floor, tower T4	26.03.2015	06.11.2017  [page no. 25 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 19,11,761/-	1. DPC 2. Cost of litigation

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29	CR/3433/2021 Rakesh Sharma Vs. Pareena Infrastructure Private Limited D.O. F 10.09.2021	23.11.2021	1003, 10th floor, tower T6	26.03.2015 [page no. 27 of complaint]	17.03.2016 [page no. 26 of complaint]	16.07.2021 TC- Rs. 17,49,330.50/- AP- Rs. 17,80,559/-	1. DPC 2. Cost of litigation
30	CR/3507/2021 Deepak Kumar Vs. Pareena Infrastructure Private Limited D.O. F 13.09.2021	23.11.2021	601, 6th floor, tower T7	26.03.2015 [page no. 29 of complaint]	25.01.2016 [page no. 27 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- Rs. 19,05,943/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
31	CR/3452/2021 Satish Yadav Vs. Pareena Infrastructure Private Limited D.O. F 13.09.2021	23.11.2021	703, 7th floor, tower T9	26.03.2015 [page no. 26 of complaint]	28.01.2016 [page no. 25 of complaint]	16.07.2021 TC- Rs. 17,49,330.50/- AP- Rs. 17,80,558.50/-	1. DPC 2. Cost of litigation
32	CR/3458/2021 Manpreet Singh Vs. Pareena Infrastructure Private Limited D.O. F 13.09.2021	23.11.2021	807, 8th floor, tower T4	26.03.2015 [page no. 26 of complaint]	27.01.2016 [page no. 25 of complaint]	16.07.2021 TC- Rs. 17,49,330.50/- AP- Rs. 17,80,559/-	1. DPC 2. Cost of litigation
33	CR/3430/2021 Vikas Ranjan Vs. Pareena Infrastructure Private Limited D.O. F 13.09.2021	23.11.2021	406, 4th floor, tower T4	26.03.2015 [page no. 25 of complaint]	07.03.2017 [page no. 24 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- Rs. 18,86,118/-	1. DPC 2. Cost of litigation
34	CR/3487/2021 Gautam Kumar Vs. Pareena Infrastructure Private Limited D.O. F 13.09.2021	23.11.2021	102, 1st floor, tower T2	26.03.2015 [page no. 26 of complaint]	10.01.2016 [page no. 25 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/- AP- Rs. 19,01,578/-	1. DPC 2. Cost of litigation
35	CR/3509/2021 Sunil Kumar Vs. Pareena Infrastructure Private Limited	23.11.2021	1106, 11th floor, tower T4	26.03.2015 [page no. 27 of complaint]	25.01.2016 [page no. 26 of complaint]	16.07.2021 TC- Rs. 18,64,162.50/-	4. DPC 5. Direct the respondent that the demand raised by respondent is unreasonable, unfair,

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	<b>D.O. F</b> 15.09.2021						<b>AP- Rs.</b> 18,97,441/-	and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 6. Cost of litigation
36	CR/3488/2021  Sunil Kumar Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 15.09.2021	23.11.2021	906, 9th floor, tower T7	26.03.2015  [page no. 26 of complaint]	08.03.2017  [page no. 25 of complaint]	16.07.2021  <b>TC- Rs.</b> 18,64,162.50/  <b>AP- Rs.</b> 18,97,441/-	1. DPC 2. Cost of litigation	
37	CR/3599/2021  Janardhan Balodi Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 21.09.2021	23.11.2021	701, 7th floor, tower T2	26.03.2015	Cannot be ascertained	16.07.2021  <b>TC- Rs.</b> 18,64,162.50/-  <b>AP- Rs.</b> 19,90,653/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation	
38	CR/3436/2021  Naveen Kumar Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 15.09.2021	23.11.2021	905, 9th floor, tower T4	26.03.2015  [page no. 33 of complaint]	27.06.2016  [page no. 32 of complaint]	16.07.2021  <b>TC- Rs.</b> 18,64,162.50/-  <b>AP- Rs.</b> 18,06,575/-	1. DPC 2. Cost of litigation	
39	CR/3508/2021  Anthony Joseph Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 15.09.2021	23.11.2021	705, 7th floor, tower T7	26.03.2015  [page no. 27 of complaint]	19.07.2016  [page no. 26 of complaint]	16.07.2021  <b>TC-Rs.</b> 18,64,162.50/-  <b>AP- Rs.</b> 18,74,790/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation	
40	CR/3459/2021  Manish Kumar Vs. Pareena Infrastructure Private Limited <b>D.O. F</b> 15.09.2021	23.11.2021	703, 7th floor, tower T4	26.03.2015  [page no. 27 of complaint]	17.03.2016  [page no. 26 of complaint]	16.07.2021  <b>TC- Rs.</b> 17,49,330.50/-  <b>AP- Rs.</b> 17,82,059/-	1. DPC 2. Cost of litigation	

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41	CR/3800/2021  Jaya Prakash Vs. Pareena Infrastructure Private Limited  D.O. F 21.09.2021	23.11.2021	101, 1st floor, tower T4	26.03.2015	Cannot be ascertained	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation.	
42	CR/3620/2021  Ritika Kapoor and Dinesh Kapoor Vs. Pareena Infrastructure Private Limited  D.O. F 21.09.2021	23.11.2021	1103, 11th floor, tower T4	26.03.2015	25.01.2016  [page no. 23 of complaint]	16.07.2021  TC- Rs. 17,49,330/-  AP- Rs. 17,94,088	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation.	
43	CR/3619/2021  Mahesh Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 01.10.2021	23.11.2021	908, 9th floor, tower T4	26.03.2015	[page no. 27 of complaint]	27.02.2016  [page no. 26 of complaint]	16.07.2021  TC- Rs. 17,49,330/-  AP- Rs. 17,80,559/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
44	CR/3837/ 2021  Vinay Kumar Jaiswal Vs. Pareena Infrastructure Private Limited  D.O. F 01.10.2021	23.11.2021	1002, 10th floor, tower T8	26.03.2015	08.03.2017  [Page no. 4 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 19,18,657/-	1. DPC 2. Cost of litigation	
45	CR/3875/ 2021  Amit Kumar Malik Vs. Pareena Infrastructure Private Limited  D.O. F 01.10.2021	23.11.2021	1005, 10th floor, tower T8	26.03.2015	Cannot be ascertained	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,99,261/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the	

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							demands raised through offer of possession. 3. Cost of litigation
46	CR/3948/2021 Devendra Chandra and Swati Chandra Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 01.10.2021	23.11.2021	702, 7th floor, tower T6	26.03.2015  [page no. 36 of complaint]	05.11.2016  [page no. 35 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 19,06,174/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession.  3. Cost of litigation
47	CR/279/2022 Dewan Chand Narang and Veena Narang v/s Pareena Infrastructure Pvt. Ltd.  <b>D.O. F</b> 01.02.2022	03.03.2022	401, 4 <sup>th</sup> floor, tower T7	26.03.2015	13.03.2017  [page no. 16 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 19,24,441/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
48	CR/2066/2022 SQN. LDR Piyush Agarwal Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 12.05.2022	12.07.2022	801, 8 <sup>th</sup> floor, tower T2	26.03.2015  [page no. 26 of complaint]	11.02.2016  [page no. 25 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,97,441/-	1. DPC 2. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession. 3. Cost of litigation
49	CR/4884/2022 Swati Sharma & Ankush Sharma Vs. Pareena Infrastructure Private Limited  <b>D.O. F</b> 13.07.2022	19.09.2022	1006, 10 <sup>th</sup> floor, tower T2	26.03.2015  [page no. 16 of complaint]	15.02.2016  [page no. 15 of complaint]	16.07.2021  TC- Rs. 18,64,162.50/-  AP- Rs. 18,99,341/-  (As per SOA dated 17.03.2021 on page 48 of complaint)	1. DPC 2. Possession 3. Direct the respondent that the demand raised by respondent is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct the respondent to provide proper legal justification for the demands raised through offer of possession.

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50	CR/504/2022 Anamika Anupam Vs. Pareena Infrastructure Pvt. Ltd.  D.O. F 04.02.2022	03.03.2022	907, 9 <sup>th</sup> floor, tower T1	26.03.2015 [page no. 51 of complaint]	12.04.2016 [page no. 50 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 17,80,918/-  (As alleged by complainant]	1. DPC 2. Possession 3. Direct the respondent to withdraw the additional demand of Rs. 1,86,110/- 4. Cost of litigation
51	CR/1986/2022 Mahesh Kumar Vs. Pareena Infrastructure Private Limited  D.O. F 12.05.2022	12.07.2022	504, 5 <sup>th</sup> floor, tower T6	26.03.2015 [page no. 40 of complaint]	05.12.2016 [page no. 50 of complaint]	16.07.2021  TC- Rs. 17,49,330.50/-  AP- Rs. 17,80,595/-  (As alleged by complainant]	1. DPC 2. Possession & Execute conveyance deed 3. Direct the respondent to quash the demand made at offer of possession. 4. Cost of litigation

1. The above-mentioned complaints were filed under section 31 of the Act read with rule 28 of the rules by the complainants against the promoter M/S Pareena Infrastructure Private Limited on account of violation of the builder buyer's agreement executed between the parties *inter se* in respect of said units for not handing over the possession by the due date which is an obligation on the part of the promoter under section 11(4)(a) of the Act *ibid* apart from contractual obligations. In some of the complaints, issues other than delay possession charges in addition or independent issues have been raised and consequential reliefs have been sought.
2. The delay possession charges to be paid by the promoter is positive obligation under proviso to section 18 of the Act in case of failure of the promoter to hand over possession by the due date as per builder buyer's agreement.
3. 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

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compliance of the obligations cast upon the promoters, the allottees and the real estate agents under the Act, the rules and the regulations made thereunder.

4. The facts of all the complaints filed by the complainant/ allottees are also similar. However, out of the above-mentioned cases, the particulars of lead cases bearing CR/4068/2021, titled as ***Pradeep Kumar Vs. Pareena Infrastructure Pvt. Ltd.*** are being taken into consideration for determining the rights of the allottee(s) qua delay possession charges, restraining the respondent from taking any action for getting the conveyance deed registered, demand for additional area charges, maintenance charges, administration charges, ECC/ERD/IFSD charges and other charges in the form of any cess or taxes from them.

**A. Unit and project related details**

5. 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:

**CR/4068/2021**

S. No.	Heads	Description
1.	Name of the project	"Laxmi Apartments" at sector -99, Gurugram
2.	Nature of the project	Affordable Housing Policy
3.	Project area	Cannot be ascertained
4.	DTCP license no. and validity status	106 of 2014 issued on 13.08.2014 valid up to 30.05.2021
5.	Name of the license holder	M/S Pareena Infrastructure Pvt. Ltd.

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6.	RERA registration number	<b>Registered</b> vide no.25 of 2017 issued on 27.07.2017 valid up to 14.09.2020
7.	Date of sanction of building plans	26.03.2015 [annexure C/2 on page no. 25 of complaint]
8.	Date of execution of flat buyer's agreement	17.03.2016 [annexure C/2 on page no. 24 of complaint]
9.	Date of environment clearance	15.03.2016 [annexure R-2 on page no. 28 of reply]
10.	Unit no.	505, 5 <sup>th</sup> floor, tower T4 [annexure C/2 on page no. 25 of complaint]
11.	Unit area admeasuring	453.541 sq. ft [annexure C/2 on page no. 25 of complaint]
12.	Total consideration (Basic sale price)	Rs 18,64,162.5/- [as per the agreement on page no. 28 of complaint]
13.	Total amount paid by the complainant	Rs. 19,10,255/- [as per statement of account on page no. 70 of complaint]
14.	Due date of delivery of possession as per the clause 8.1 mentioned in the agreement i.e., "The company shall endeavour to complete the construction and handover the possession of the said apartment within a period of 4 years from the date of grant of environmental clearance or within 4 years from the date of grant of sanction of building plans for	15.09.2020 [calculated from the date of environment clearance] [Including grace period of 6 months in lieu of covid 19]

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	<i>the project, whichever is later."</i>	
15.	Occupation certificate date	09.07.2021 [annexure R1 on page no. 25 of reply]
16.	Offer of possession	16.07.2021 [annexure C/4 on page no. 65 of complaint]
17.	Delay in handing over the possession till the date of offer of possession i.e.,16.07.2021 plus 2 months i.e., 16.09.2021	12 months 1 day
18.	Status of project	Ongoing

**B. Facts of the complaint**

The complainant submitted as under: -

6. That the complainant booked a unit under the affordable housing policy, Haryana, 2013 and was allotted an apartment bearing no. 505 admeasuring 453.541 sq. ft. situated at 5th floor of tower 4. The affordable group housing society is named as "Laxmi Apartment" situated at sector 99 registered with Rera Vide no. 25/2017.
7. That the allotment of apartment detailed above after draw of lots was made on 03.07.2015 by making initial payment by the complainant.
8. That both the parties signed the builder buyer agreement on 17.03.2016 for the above-mentioned unit. The due date for completion of the project and offer of possession of the allotted unit was agreed upon as 15.09.2020, calculated from the date of environment clearance as per clause 8.1 of the buyer's agreement. The complainant as per the payment plan paid different amounts as demanded by the respondent from time to time against the allotted unit and paid Rs. 19,10,255/- against the total consideration of Rs.18,64,162 /.

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9. That the respondent sent an offer of possession of the allotted unit vide letter dated 16.07.2021 and raised a demand of Rs. 1,94,530/- for possession and Rs. 12,814/- as interest towards late payment from the complainant without any justification.
10. That the complainant tried to seek clarification for unfair interest and justification for the unreasonable and exorbitant charges demanded by the respondent by a telephonic conversation and also through a number of emails. But the respondent did not provide any clarification and justification about the same.
11. That the complainant also sought an information about the compensation for delay possession as per clause 8.1 of the buyer's agreement and the allotment letter as the possession of the unit was offered after delay of 1 year 6 months.
12. That the complainant further alleged that respondent has claimed inadmissible and exorbitant charges on account of interest, electricity, other utility infrastructure charges and connection charges, GST, labour cess etc. without giving any details thereof. He further alleged that the charges including EEC/ERD/IFSD charges were levied without giving any details of their calculation or as to their deposit with the government authorities.
13. That the complainant highlighted the conduct of the respondent by reiterating the details of the payments but it turned a deaf ear to all those of his correspondence.
14. That the complainant invested his all-life savings and despite making regular payments as per the payment plan, the respondent demanded more money than due from him as per buyer agreement. Due to the conduct of respondent, the complainant had no option but to approach this authority as

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the former failed to provide habitable place to the later and further demanded more money vide offer of possession.

**C. Relief sought by the complainant:**

15. The complainant has sought following relief(s):

- (i) Direct the respondent to handover the physical possession of apartment with prescribed amount of interest as per the agreement for delay in handing over of possession.
- (ii) Direct the respondent that the demand raised by it is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct it to provide proper & legal justification for the demands raised through offer of possession.
- (iii) To restrain the respondent from raising the demand for additional area charges, maintenance charges, administrative charges, EEC/ERD/IFSD/ ACD charges and other charges in the forms of any cess and taxes from the complainant.

17. 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.**

The respondent has contested the complaint on the following grounds: -

18. That the respondent has already received occupation certificate qua the unit/tower in question and possession of the allotted unit has already been offered to the complainant.
19. That respondent completed the construction within agreed time frame and applied for occupation certificate. The occupation certificate was received by



the respondent and offered possession and demanded amount as per agreed terms and conditions. During the phases when construction work was going on, the respondent faced several difficulties yet completed the same within the time schedule. Now when the construction is complete and occupation certificate has been received, the complainant has no right seek delayed possession charges as there is no delay in completion of construction on part of respondent.

19. That the license for the said project was granted by the concerned authority on 14-08-2014 and the building plans for the said project were sanctioned on 26.03.2015. The environmental clearance for the said project had been granted by the concerned authority on 15.03.2016.
20. That the said project is being developed under the affordable housing policy, 2013. In terms of that policy, the project was required to be completed within a period of 4 years from the date of receipt of certificate for environment clearance.
21. That the prescribed period of 4 years is subject to force majeure circumstances. There were a number of court orders, notifications and other circumstances completely beyond the reasonable control of the respondent which directly impeded the ability and even its intention to continue with the development and construction work of the said project.
22. That on account of various notifications and judicial orders, the development and construction work of the said project was impeded, stopped and delayed. The total number of days during which despite of being absolute willingness on the part of respondent, it could not raise construction is for 141 days. Thus, that period should be added to the period of 4 years to

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calculate the due date of completion of project and offer of possession of the allotted unit.

23. That account of corona virus pandemic, the authority granted additional time of six months for completion of project in year 2020 and additional 3 months in year 2021 from 01-04-2021 to 30-06-2021. Even the Town and Country Planning Department, Haryana extended the period of 6 months from 01.03.2020 to 30.09.2020 and further of 2 months from 01.04.2021 to 31.05.2021 and imposed moratorium for the period qua all the real estate projects for all purpose and intents as stipulated in those notifications and the present project is squarely covered under said notifications and is entitled for benefit provided in said notifications.
24. That there are several other orders and notifications which caused delay in the construction of project and were beyond the control of developer and the same are as follows:
- NGT order 18-12-2017 to implement earlier order of stoppage of construction but with some conditions i.e., if Pm10 (1000) & Pm2.5 (600) goes higher than permissible limit & no construction was allowed.
  - EPCA (environment protection and control authority for NCR) action plan if PM10 higher than 500 and PM2.5 higher than 300 than construction should stop.
  - Outbreak of pandemic (COVID 19) starting in the year 2020.
  - NGT in its order 7th of April 2015 had directed that old diesel vehicles (heavy or light) more than 10 years old would not be permitted to ply on the roads of NCR, Delhi. All the registration authorities in the States of Haryana, UP and NCT Delhi would not register any diesel vehicles more than 10 years old and

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would also file the list of vehicles before the tribunal and provide the same to the police and other concerned authorities.

- NGT in its order no. 479/2016 dated 19th of July 2017 had directed that no stone crusher would be permitted to operate unless they obtain consent from the State Pollution Control Boards, no objection from the concerned authorities and have the environmental clearance from the competent authority.
  - Environment Pollution (Prevention and Control) Authority in its order dated 7th of November 2017 had directed closure of all brick kilns, stone crushers, hot mix plants etc. with effect from 7th of November 2017 till further notice. Till date, the order of closure of brick kilns and hot mix plants has not been vacated.
25. That the delivery of possession of the unit was subjected to timely payments, and which is not paid in the present case. The number of days which the complainant took to make payment after due dates are also liable to be added in due date of possession.
26. That on 13.03.2020, the respondent applied for obtaining occupation certificate. After applying for it, the entire country was in the grip of corona virus pandemic and the central government issued orders of national lockdown from 25.03.2020 onwards, extended from time to time.
27. That on 15.10.2020, Haryana Government vide its extraordinary gazette notification amended the Haryana lifts and escalators act and made it mandatory to install "emergency rescue devices (ERD)" for lifts in high rise buildings. Thus, the installing of emergency rescue device in already installed lifts was a time and money consuming process and it took some time.



28. That after completion of work of the lift, NOC was granted to respondent on 06-04-2021. However due to outbreak of second wave of COVID 19, DTP again imposed moratorium for a period w.e.f. 01-04-2021 till 31.05.2021 and even the authority also vide its notification dated 02-08-2021 granted extension of 3 months from 01-04-2021 till 30-06-2021. After the said time period was over, the DTP granted to the respondent an occupation certificate of the project and immediately, the possession of the unit was offered to the allottee.
29. That the additional charges levied by the respondent are as follow:
- Additional Area: That the authority itself vide its notification dated 07-05-2021 extended the area to be included in carpet area and due to said notification, the area of unit in question stood extended.
  - Administrative Charges: Fixed @ Rs. 15,000 by district town planner vide order dated 02-04-2018. Even as per clause 4.1 to 4.9 of the agreement, the allottee agreed to pay all kind of taxes, charges, levies, cess, assessment.
  - Labour Cess: Calculated on pro-rata basis. Total labour cess paid by respondent are Rs. 72,63,988/- and total area of project as far as type 1 & type 2 units comes to 451,853.58 sq. ft. Thus, the pro-rata cess per sq. ft. comes to Rs. 16.08 per sq. ft.
  - Meter connection charges: The total cost of installing electricity meters was 672,954 + 79,29,954 = 86,02,908/- and the total number of units in laxmi apartment is 804, Thus, the pro-rata cost of each unit comes to Rs. 10,700/-. The meter installed in each unit are prepaid meters.
  - EEC [external electrification charges & emergency rescue device charges]: The total cost of electrification was Rs. 2,93,36,329/- and total area is

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4,81,269.21 sq. ft. Thus, on pro-rata basis, the per unit cost comes @ 60.96 per sq ft.

- IFSD (interest free security deposit) & maintenance charge: As per clause 10 of the agreement, maintenance work and services in relation to the common area and facilities are to be provided by the company for 5 years. However, the same are not free in any manner at all. The promoter was only under its liability to provide services and cost of services is the duty of allottees only, Moreover the authority recently in its order in EMMAR cases clarified that the promoter is entitled to charge IFSD.
  - Advance electricity consumption deposit: The meters installed in each unit are prepaid meters and in prepaid meter, a person has to pay in advance charges and same are deducted as per usage. Thus, the amount which was demanded is to be deposited in advance against consumption and same would be utilized by allottee himself as per his usage after taking over of possession of the unit.
30. Copies of all the relevant documents have been filed and placed on 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.

**E. Jurisdiction of the authority**

30. 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**

31. 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, the authority has complete territorial jurisdiction to deal with the present complaint.

### **E. II Subject matter jurisdiction**

32. 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)(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.*

33. 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. Findings on the objections raised by the respondent.**

#### **F.I Objection regarding untimely payments made by the complainant.**

34. It has been contended that the complainant made default in making payments as a result thereof, the respondent had to issue various reminder



letters. Clause 7.3 of the buyer's agreement provides that timely payment of instalments is the essence of the transaction and the relevant clause is reproduced below:

*"7.3. Time is of essence"*

*'Notwithstanding anything to the contrary contained herein, it is hereby expressly and unconditionally agreed to by the allottee that time is of the essence with respect to the allottees obligations to make any and all payments hereunder including the payment of any part of the Total price, payment of any and all other applicable charges, considerations, interest, deposits, penalties and other payments such as applicable stamp duty, registration fee etc. and other charges as is stipulated under this agreement.'*

35. At the outset, it is relevant to comment on the said clause of the agreement wherein the payments to be made by the complainant had been subjected to all kinds of terms and conditions. The drafting of that clause and incorporation of such conditions are not only vague and uncertain but so heavily loaded in favor of the promoter and against the allottee that even a single default by the allottee in making timely payment as per the payment plan may result in termination of the said agreement and forfeiture of the earnest money. Moreover, the authority has observed that despite complainant being in default in making timely payments, the respondent has not exercised his discretion to terminate the buyer's agreement.

**G. Findings on the relief sought by the complainant.**

**Relief sought by the complainant:** The complainant has sought following relief(s):

- i. Direct the respondent to handover the physical possession of apartment with prescribed amount of interest as per the agreement for delay in handing over of possession.





- ii. Direct the respondent that the demand raised by it is unreasonable, unfair, and exorbitant amount of money through offer of possession and direct it to provide proper legal justification for the demands raised through offer of possession.
- iii. To restrain the respondent from raising the demand for additional area charges, maintenance charges, administrative charges, EEC/ERD/IFSD/ACD charges and other charges in the forms of any cess and taxes from the complainant.

**G.I Delay Possession Charges**

36. In all the complaints, the complainants intend to continue with the project and are seeking delay possession charges as provided under the proviso to section 18(1) of the Act. Sec. 18(1) proviso reads as under: -

***"Section 18: - Return of amount and compensation***

*18(1). If the promoter fails to complete or is unable to give possession of an apartment, plot, or building, —*

.....

*Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed."*

37. Clause 8 of the apartment buyer's agreement provides the time period of handing over possession and the same is reproduced below:

*"Clause 8- 8.1 Except where any delay is caused on account of reasons expressly provided for under this agreement and other situations beyond the reasonable control of the Company and subject to the Company having obtained the occupation/ completion certificate from the competent authorities, the company shall endeavour to complete the construction and handover the possession of the said apartment within a period of 4 years from the date of grant of environmental clearance or within 4 years from the date of*

*grant of sanction of building plans for the project, whichever is later, subject to timely payment by the allottee of all the amounts payable under this agreement and performance by the allottee of all other obligations hereunder.*

38. The authority has gone through the possession clause of the agreement. At the outset, it is relevant to comment on the pre-set possession clause of the agreement wherein the possession has been subjected to all kinds of terms and conditions of this agreement and the complainant not being in default under any provision of this agreement and in compliance with all provisions, formalities and documentation as prescribed by the promoter. The drafting of this clause and incorporation of such conditions is not only vague and uncertain but so heavily loaded in favour of the promoter and against the allottee that even a single default by the allottee in fulfilling formalities and documentations etc. as prescribed by the promoter may make the possession clause irrelevant for the purpose of allottee and the commitment date for handing over possession loses its meaning.
39. The buyer's agreement is a pivotal legal document which should ensure that the rights and liabilities of both builder/promoter and buyer/allottee are protected candidly. The apartment buyer's agreement lays down the terms that govern the sale of different kinds of properties like residentials, commercials etc. between the buyer and builder. It is in the interest of both the parties to have a well-drafted apartment buyer's agreement which would thereby protect the rights of both the builders and buyers in the unfortunate event of a dispute that may arise. It should be drafted in the simple and unambiguous language which may be understood by a common man with an ordinary educational background. It should contain a provision with regard to stipulated time of delivery of possession of the apartment, plot or building,



as the case may be and the rights of the buyer/allottees in case of delay in possession of the unit.

40. **Admissibility of grace period:** The apartment buyer agreement was executed between the parties on 17.03.2016 and the environment clearance for the project was received by the builder on 15.03.2016. So as per clause 8.1 of the agreement, the due date of handing over of possession is to be counted 4 years from the date of sanction of building plans or environment clearance whichever is later. As the environment clearance was received by the promoter on 15.03.2016, so, the due date for handing over the possession as per clause 8.1 of the agreement comes to 15.03.2020. There was a pandemic in March 2020 and all the activities including construction works were closed. So, the authority in pursuance to notification dated 26.05.2020 issued by the State of Haryana allowed a grace period of 6 months. Thus, in this way, the due date of handing over possession of the allotted unit in the above-mentioned projects comes to 15.09.2020.

41. **Admissibility of delay possession charges at prescribed rate of interest:** The complainant(s) are seeking delay possession charges. However, proviso to section 18 provides that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of possession, at such rate as may be prescribed and it has been prescribed under rule 15 of the rules. Rule 15 has been reproduced as under:

***Rule 15. Prescribed rate of interest- [Proviso to section 12, section 18 and sub-section (4) and subsection (7) of section 19]***

***(1) For the purpose of proviso to section 12; section 18; and sub-sections (4) and (7) of section 19, the "interest at the rate***

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*prescribed" shall be the State Bank of India highest marginal cost of lending rate +2%.*

*Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

42. The legislature in its wisdom in the subordinate legislation under the provision of rule 15 of the rules, has determined the prescribed rate of interest. The rate of interest so determined by the legislature, is reasonable and if the said rule is followed to award the interest, it will ensure uniform practice in all the cases.
43. Consequently, as per website of the State Bank of India i.e., <https://sbi.co.in>, the marginal cost of lending rate (in short, MCLR) as on date i.e., 03.03.2022 is 7.30%. The authority while dealing with this issue and some other issues vide orders dated 03.03.2022 has allowed delay possession charges to the complainant(s) from the due date of possession up to the date of offer of possession + 2 months. **However, while dealing with the issue of advance maintenance charges to be paid by the allottees, it was decided to examine the issue regarding maintenance of colony and seek views of the Department of Town and Country Planning and that issue remained pending awaiting a response to the reference made by the authority. So, accordingly, the delay possession charges were allowed to the allottee(s) at the rate of interest prevalent on that day and which was 9.30% p.a. i.e., the prescribed rate of interest and same rate would be payable by the allottee(s) in case of any delay in payment.**
44. 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

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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;"*

45. Therefore, interest on the delay payments from the complainant(s) shall be charged at the prescribed rate i.e., 9.30% by the respondent/promoter which is the same as is being granted to them in case of delayed possession **charges prevalent on 03.03.2022.**

### **G. II. Additional Area Charges**

46. It is contended that the respondent has increased the carpet area of the subject unit vide letter of offer of possession dated 16.07.2021 without giving any formal intimation to, or by taking any written consent from the allottee(s). The said fact has not been denied by the respondent in its reply. The authority observes that the said increase in the area has been as per clause 6 of the buyer's agreement and the relevant clause is reproduced as under: -

***"6 ALTERATIONS IN PLANS, DESIGN AND SPECIFICATION AND  
RESULTANT CHANGES IN AMOUNTS PAYABLE***





*The allottee has seen and accepted the layout plans, building plans, designs and specifications in relation to the said apartment and/or the said building and/ or the said project, which are tentative and subject to change/ modification, and the allottee hereby expressly authorizes the company to effect suitable and necessary alterations/ modifications/ changes in the said layout plan/ building plans, designs and specifications as the company may deem fit or as is directed by competent authority(ies). However, in case of any major alteration/ modification/ change/reallocation resulting in more than 10% change in the carpet area of the said apartment or material change in the specifications of the said apartment (but not otherwise) at any time prior to or upon the grant of occupation/ completion certificate, the company shall intimate to the allottee in writing the changes thereof and the resultant change, if any, in the price of the said apartment and correspondingly in the amount of other applicable charges as mentioned in this agreement to be paid by him/her/it and the allottee agrees to inform the company in writing his/her-/its consent or objections to the changes within fifteen (15) days from the date of such notice failing which the allottee shall be deemed to have given his/her/its full consent to all the alterations/ modifications and shall be deemed to have agreed to the resultant changes in the price of the said apartment and correspondingly in the amount of other applicable charges as mentioned in this agreement. If the allottee writes to the company within fifteen (15) days of intimation by the company indicating his/her/its refusal to accept/agree to such alterations/modifications/changes resulting in more than 10% change in the carpet area of the apartment, then the allotment shall be deemed to be cancelled and the company shall refund the entire money received from the allottee without interest. The allottee acknowledges that the changes in carpet area may occur due to unforeseen situations may arise while constructing the said unit or the project, which may be beyond the control of developer and therefore, the allottee admits that the preceding condition of the deemed cancellation of the allotment is a fair and equitable condition. The allottee further admits that in case of such deemed cancellation the allottee would not be entitled to and shall not claim any amount towards any sort of damages, compensation, losses etc. The allottee agrees that any amount corresponding to any increase or reduction in the carpet area of the apartment shall be payable (by the allottee) or refundable (by the company), without any*

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*interest and at the originally agreed rate at per sq. mtr. and correspondingly for other applicable charges, as mentioned in this agreement.*

47. On perusal of record, the carpet area of the project was 453.541 sq. ft. and it increased by 16.629 sq. ft., resulting in total carpet area of 470.17 sq. ft. As such, the total area increased by 3.66% which is less than 10%, governed under the said clause. However, that remain subject to the condition that the units and other components of the super area on the project have been constructed in accordance with the plans approved by the competent authorities. The respondent-promoter shall furnish the details with justification to the complainant(s) about the increase in area of the unit.

### **G.III. Interest free security deposit**

48. The complainant(s) have pleaded that the respondent is demanding Rs. 15000/- as IFSD. It is pleaded that it is an affordable house project and so, the respondent is not entitled to charge the amount on account of IFSD. But in the opinion of the authority, the promoter may be allowed to collect a reasonable amount from the allottees under the head "IFSD". However, the authority directs and passes an order that the promoter must keep the amount collected under that head in a separate bank account and shall maintain the account regularly in a very transparent manner. If any allottee of the project requires the promoter to give the details regarding the availability of IFSD amount and the interest accrued thereon, it must provide details to them. It is further clarified that out of this IFMS/IFSD account, no amount can be spent by the promoter for the expenditure for which he is liable to incur/discharge the liability under section 14 of the Act.

### **G. IV. Labour Cess Charges**

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49. The complainant(s) have pleaded that the respondent raised a demand Rs. 9,245/- on account of labour cess vide notice of possession dated 16.07.2021, the same being illegal, unjustifiable and not tenable in the eyes of law. This issue has already been dealt with by the authority in complaint titled as **Mr. Sumit Kumar Gupta and Anr. Vs. Supset Properties Private Limited (962 of 2019)** decided on 12.03.2020, wherein it was held that since labour cess is to be paid by the builder, and as such, no labour cess can be charged by the respondent. It is directed to withdraw the unjustified demand on the pretext of labour cess. The builder is supposed to pay cess for the welfare of the labour employed at the site of construction and which goes to welfare boards to undertake social security schemes and welfare measures for building and other construction workers. So, the respondent is not entitled to charge the labour cess demanded from the complainant(s).

**G.V Advance Maintenance charges**

50. The complainant(s) have pleaded that the respondent has raised demand as advance maintenance charges @2.90 per sq. ft. The respondent in this regard took a plea that it is under an obligation to provide the services and payment of cost incurred on operation of services is the duty of the allottees. The promoter is raising maintenance charges @ Rs.2.90 per sq. ft of the carpet area to each of the allottee to provide security services, maintenance of parks etc., maintenance of the building, garbage clearance, common area electricity charges etc. This is an affordable housing project and the promoter can charge as per clause 4(v) of the affordable housing policy, 2013 being reproduced as under:

*4(v) Maintenance of colony after completion of project*

*A commercial component of 4% is being allowed in the project to enable the coloniser to maintain the colony free-of-cost for a period of five years from the date*



*of grant of occupation certificate, after which the colony shall stand transferred to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, for maintenance. The coloniser shall not be allowed to retain the maintenance of the colony either directly or indirectly (through any of its agencies) after the end of the said five years period. Engaging any agency for such maintenance works shall be at the sole discretion and terms and conditions finalised by the "association of apartment owners" constituted under the Apartment Ownership Act 1983."*

51. For the issue regarding maintenance charge the authority issued a letter to Director Town and Country Planning, Haryana to depute a representative of the department to clarify as what is covered in the maintenance of colony and if the services other than what is covered in the maintenance of colony are provided by the promoter for a period of 5 years and whether the promoter is entitled to charge on actual basis. In response of the said letter sent by the authority, an email dated 29.11.2022, has been received from DTCP intimating that the issue of free maintenance of the colony in terms of section 4(v) of Affordable Housing Policy stands referred to the Government and clarification will be issued by DTCP as and when the approval is received from the Government. Therefore, the issue of maintenance charges shall be regulated in terms of the orders of the Government as and when issued and the same would be binding on both the parties.

**G.VI To execute conveyance deed**

52. The complainant(s) are seeking relief of the execution of conveyance deed. Clause 8.2 of the apartment buyer agreement (in short, agreement) provides for handing over of possession and is reproduced below:

**8.2.1.1 Execution of Sale/ Conveyance Deed**

*Any and all costs and expenses in relation to execution and registration of the sale/ conveyance deed, e.g., stamp duty, registration fee, municipal duties (if any) and other incidental and legal expenses relating thereto shall be borne solely by the allottee. As and when demanded by the company, the allottee shall pay, the stamp*



*duty, registration charges, and all other incidental and legal expenses for execution and registration of sale/conveyance deed of the said apartment in favour of the Allottee.*

53. The authority has gone through the conveyance clause of the agreement and observes that the conveyance has been subjected to all kinds of terms and conditions of the buyers' agreement and the complainant(s) not being in default under any provisions of the agreement and compliance with all provisions, formalities and documentation as prescribed by the promoter.
54. Section 17 (1) and proviso of the Real Estate Regulation and Development Act,2016 is reproduced below:

***"Section 17: - Transfer of Title***

*17(1). The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and hand over the physical possession of the plot, apartment of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws: Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.*

55. The authority is of view that promoter is under an obligation to get conveyance deed executed in favour of the complainant(s) as per the section 17(1) of the Act, 2016. Since the possession of the allotted units has already been offered to the allottee(s) on 16.07.2021 after obtaining occupation certificate on 09.07.2021, so the respondent is directed to get the conveyance deeds of the allotted units executed within a period of 3 months from the date of this order as per section 17(1) of the Act of 2016.

**G.VII Administrative Charges**



56. While issuing offer of possession on 16.07.2021, the respondent demanded a sum of Rs. 15,000/- besides GST as administrative charges. The demand raised in this regard has been challenged by the allottee(s) being illegal. This issue was also dealt in complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.** wherein the authority has held that a nominal amount of Rs. 15000/- could be charged by the promoter/developer for any such expenses which it may have incurred for facilitating the said transfer as has been fixed by the DTP office in this regard.

**G. VIII Meter Connection Charges**

57. The respondent also demand a sum of Rs. 8600 besides taxes as meter connection charges and the demand has been challenged by the allottee(s) being illegal. However, while deliberating this issue in complaint bearing no. **4031 of 2019** titled as **Varun Gupta V/s Emaar MGF Land Ltd.** the authority has held that the promoter would be entitled to recover the actual charges paid to the concerned departments from the complainant/allottee(s) on pro-rata basis on account of electricity connection. However, the complainant(s) would also be entitled to proof of such payments to the concerned department along with a computation proportionate to the allotted unit, before making payment under the aforesaid heads. The model of the digital meters installed in the complex be shared with allottee(s) so that they could verify the rates in the market and the coloniser.

**G. IX EEC (External Electric Consumption) & ERD (Emergency Rescue Device)**

58. While offering possession of the allotted unit on 16.07.2021, the developer raised a demand of Rs. 47,841/- on account of external electrification charges & emergency rescue device charges. The claimant(s) challenged that

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demand being illegal as clause 4.9 of the apartment buyer agreement providing a provision for raising demand for power backup charges, charges for installation of solar panels for electricity and any similar based infrastructure or utility-based charges. The claimant(s) also raised that issue on 25.08.2021 in a meeting held between them under the chairmanship of STP, Gurugram wherein it was observed that as per the directions of the DHBVN, they have to install the infrastructure inside and outside the licensed area. ERD is also being installed as per the notification of the government.

**The actual charges incurred for EEC & ERD are being charged from the allottee(s).** However, these charges may reduce in future if some other coloniser would share the electrification infrastructure with them. It was decided that the colonizer would provide the detail of expenditure to the complainant(s) and they can verify the same from DHBVN, if required. Thus, when the claimant(s) agreed to pay charges under this head on the condition of the promoter providing the details of expenditure to them and the same to be verified by them, then promoter can legally charge the same from them.

#### **G.X Advance Electricity Consumption**

59. While issuing offer of possession of the allotted unit on 16.07.2021, the promoter also raised a demand for Rs. 4000/- as advance electricity consumption deposit. It is pleaded on behalf of complainant(s) that this demand is not part of apartment buyer agreement and the allottee(s) are not liable to pay the same. This fact is not disputed on behalf of respondent. However, in a meeting dated 25.01.2021 held between the some of the allottee(s) & developer under the chairmanship of STP Gurugram, it was informed by the later that the charges under this head are being demanded so that the allottee(s) should have power connection in his/ her unit at the

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time of possession and that amount would be adjusted in the electricity bill as per the consumption of power. Keeping in view these facts, there is no illegality in the demand raised under the said.

60. Thus, on consideration of the evidence, record and written submissions made by the parties, the authority is satisfied that the respondent is in contravention of the section 11(4)(a) of the Act by not handing over possession by the due date as per the agreement. It is a matter of fact that the date of environment clearance where the flat in question is situated is 15.03.2016. By virtue of apartment buyer's agreement executed between the parties on 02.02.2016, the possession of the booked units was to be delivered within 4 years from the date of the date of grant of environmental clearance or within 4 years from the date of grant of sanction of building plans including grace period of 6 months as per HARERA notification no. 9/3-2020 dated 26.05.2020 is granted as a relief in view of Covid-19 pandemic and lockdown(s) due to same which comes out to be 15.09.2020.
61. Section 19(10) of the Act obligates the allottee(s) to take possession of the subject unit within 2 months from the date of receipt of occupation certificate. In the present complaint(s), the occupation certificate was granted by the competent authority on 09.07.2021. The respondent offered the possession of the unit in question to the complainant(s) only on 16.07.2021, So it can be said that the complainant(s) came to know about the occupation certificate upon the date of offer of possession. Therefore, in the interest of natural justice, the complainant(s) should be given 2 months' time from the date of offer of possession. This 2 month of reasonable time is being given to them keeping in mind that even after intimation of possession, practically they have to arrange a lot of logistics and requisite documents

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including but not limited to inspection of the completely finished unit but this is subject to that the units being handed over at the time of taking possession are in habitable condition. It is further clarified that the delay possession charges shall be payable from the due date of possession i.e., 15.09.2020 till the expiry of 2 months from the date of offer of possession 16.07.2021 which comes out to be 16.09.2021 or actual taking over of possession whichever is earlier.

62. Accordingly, the non-compliance of the mandate contained in section 11(4)(a) read with section 18(1) of the Act on the part of the respondent is established. As such, the complainants in all the cases are entitled to delay possession charges at prescribed **rate of interest prevalent on 03.03.2022 i.e., 9.30% p.a.** w.e.f. 15.09.2020 till 16.09.2021 or actual taking over of possession whichever is earlier as per provisions of section 18(1) of the Act read with rule 15 of the rules and as per section 19(10) of the act.

#### H. Directions of the authority

63. 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 respondent is directed to pay interest at the **prescribed rates prevalent on 03.03.2022** at the rate of 9.30% p.a. for every month of delay from the due date of possession i.e., 15.09.2020 till the date of offer of possession i.e., 16.07.2021 + 2 months i.e., 16.09.2021 or actual taking over of possession whichever is earlier, to the complainant(s) as per section 19(10) of the Act.

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- ii. The arrears of such interest accrued from 15.10.2020 till 16.09.2021 or actual taking over of possession whichever is earlier, shall be paid by the promoter to the allottee(s) within a period of 90 days from date of this order.
- iii. The complainant(s) are directed to pay outstanding dues, if any, after adjustment of interest for the delayed period.
- iv. The rate of interest chargeable from the allottees by the promoter, in case of default shall be charged at the prescribed rate i.e., 9.30% p.a. prevalent on 03.03.2022 by the respondent/promoter which is the same rate of interest which the promoter shall be liable to pay the allottee(s) in case of default i.e., the delayed possession charges as per section 2(za) of the Act.
- v. The respondent shall not charge anything from the complainant(s) which is not part of the apartment buyer's agreement save and except in the manner as prescribed and detailed in this order.
- vi. **Increase in area:** The authority holds that the demand for extra payment on account of increase in the super area by the respondent-promoter from the allottee(s) is legal but subject to condition that before raising such demand, details have to be given to the allottee(s) and without justification of increase in super area failing which any demand raised in this regard is liable to be quashed.
- vii. **Interest Free Security Deposit:** The authority is of the view that the interest free security deposit is to be kept in a separate account which would be handed over to the association of allottees after the free maintenance period of the project. Accordingly, the promoter is directed to give details of the separate account to every allottee(s), and annual statement of deposit be also sent to them within 3 months of expiry of financial year.

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- viii. **Labour Cess Charges:** The respondent is directed to withdraw the demand on account of labour cess. The builder is supposed to pay a cess for the welfare of the labour employed at the site of construction and which goes to welfare boards to undertake social security schemes and welfare measure for building and other construction workers. So, the respondent is not entitled to charge the labour cess.
- ix. **Administrative charges:** The registration of property at the registrar office is mandatory for execution of the conveyance (sale) deed between the developer(seller) and the homebuyer(purchaser). Besides, the stamp duty, the homebuyer also to pay for execution of the conveyance/sale deed. The amount, which is given to the developer in the name of registration charge, is significant. The authority considering the pleas of the developer-promoter directs that a nominal amount of up to Rs.15000/- can be charged by the promoter – developer for any such expenses which it may have incurred for facilitating the said transfer as has been fixed by the DTP office in this regard. For any other charges like incidental/miscellaneous and of like nature and since the same are not defined and no quantum is specified in the apartment buyer's agreement, therefore, the same cannot be charged.
- x. **Meter Connection Charges:** The promoter would be entitled to recover the actual charges paid to the concerned departments from the complainant/allottees on pro-rata basis on account of electricity connection(s). The complainant(s) would also be entitled to proof of such payments to the concerned departments along with a computation proportionate to the allotted units, before making payments under the aforesaid heads.

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- xi. **Maintenance Charges:** The issue of free maintenance of the colony in terms of section 4(v) of Affordable Housing Policy stands referred to the Government and clarification would be issued by DTCP, Haryana as and when the approval is received from the Government and hence, the issue of maintenance charges of the colony would be regulated in terms of the orders of the Government.
64. This decision shall *mutatis mutandis* apply to cases mentioned in para 3 of this order.
65. The complaint(s) stand disposed of. True certified copies of this order be placed in the case file of each matter.
66. Files be consigned to registry.

  
**Sanjeev Kumar Arora**  
Member

  
**Ashok Sangwan**  
Member

  
**Vijay Kumar Goyal**  
Member

09.12.2022

Haryana Real Estate Regulatory Authority