BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no. :	**316 of 2021**
First date of hearing:	**19.03.2021**
Date of decision :	**14.03.2023**

M/s Fortune Design Space Private Limited Regd. Office at: - S-121, Panchsheel Park, New Delhi - 110017	**Complainant**
Versus	
Haryana State Industrial and Infrastructure Development Corporation Limited (HSIIDC) Regd Office at – C-13 &14, Sector – 6, Panchkula, Haryana	**Respondent**

CORAM:	
Shri Vijay Kumar Goyal	**Member**
Shri Ashok Sangwan	**Member**
Shri Sanjeev Kumar Arora	**Member**

APPEARANCE:

Shri Venkat Rao (Advocate)	Complainant
Shri Rajesh Kumar Garg (Advocate)	Respondent

ORDER

1. The present complaint dated 02.02.2021 has been filed by the complainant/allottee under section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11 (4) (a) of the Act wherein it is inter

alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the 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.No.	Heads	Information
1.	Project name and location	Prestigious Projects for "Information Technology (IT)/ IT- enabled services" Sector – 35, Gurugram.
2.	Nature of real estate project	Industrial
3.	Unit no.	Plot no. 9 and 10, Sector – 35, Gurugram admeasuring 8000 sq. mtr. (Page 31 of complaint)
4.	Revised unit no.	Plot no.2 and 3, Sector – 35, Udyog Vihar, Phase – VII, Gurugram admeasuring 8015.91 sq. mtr. (Annexure E on page 67 of the complaint)
5.	Total sale consideration	Rs. 6,01,19,325/- (Annexure B on page 36 of the complaint)
6.	Amount paid	Rs. 6,01,19,325/- (Annexure B on page 36 of the complaint)
7.	Payment plan	**Instalment linked plan**

8.	Regular letter of allotment with letter of possession	08.08.2007 (Annexure – A on page 31 of the complaint)
9.	Date of Acceptance of RLA	08.10.2007 (Annexure – A on page 35 of the complaint)
10.	Conveyance deed	09.05.2008 (Annexure B on page 36 of the complaint)

B. Facts of the complaint

3. The complainant allured by industrial plots constructed/developed by the respondent, booked the same for the purpose of IT in the project of respondent known as "Information Technology (IT) ITES-enabled services" Sector-35, Gurugram. It received a regular letter of allotment of plot no.9 and 10 measuring 8015.91 square meter for a sale consideration of Rs.6,01,19,352/- in Sector-35 Gurugram with an offer of possession of the same date. Later-on, the respondent arbitrarily allotted another plot having plot no. 2 and 3, Phase – VII admeasuring 8015 sq. mtr. and another allotment letter dated 23.11.2007 was issued without any prior concurrence of the complainant. According to the complainant, it did not have any other option but to accept the same.

4. That after making lumpsum payment against the allotted plots, a conveyance deed dated 09.05.2008 was executed in favour of the complainant with respect to plot no. 2 and 3, Sector- 35, Gurugram, admeasuring 8015.91 sq. mtrs.

5. It is the case of the complainant that right of passage to the allotted plots were not available for providing services as litigation regarding the same was pending. This was conveyed to it by the respondent vide letters dated 19.07.2011 and 08.02.2012 respectively.

6. That as per circular dated 19.06.2007 issued by Estate Manager, Gurugram, certain instructions were issued to charge/recover Infrastructure Augmentation Charges (IAC) and Additional External Development Charges (EDC) for increase in FAR from 125% to 250% in case of IT/ITES units in Phase – I to V, Udyog Vihar where buildings were approved as IT/ITES. The complainant received a letter dated 17.08.2012 raising an illegal demand of Rs.4,04,73,865/- inclusive of Rs.2,69,97,115/- and Rs.1,34,76,750/- as additional EDC and IAC. The demand raised in this regard by the respondent was illegal as there was no separate notification for imposing EDC/IAC. A letter in this regard was sent to the respondent.

7. That instead of considering the request made by the complainant for withdrawal of additional charges under the head EDC/IAC, the respondent threatened to impose delayed interest @ 15% vide letter dated 27.09.2012 and 26.04.2013 respectively.

8. The complainant invested its hard-earned money in completing construction of the building over the plots allotted to it by the respondent and applied for occupation certificate in order to start its operations but the same was denied due to non-clearing of alleged pending dues. The

respondent further failed to fulfil its obligations to the extent of non-availability of right of way & infrastructural services such as water supply, sewerage, storm water, drainage STP and solid base management etc. So, the complainant sent a legal notice dated 27.11.2020 to the respondent challenging demand of EDC/IAC, to provide the basic amenities and facilities and fulfil all its obligations but with no result and hence this complaint.

9. But the case of the respondent as set up in the written reply dated 20.04.2021 is as under: -

i) That the complainant was earlier allotted plot nos. 9 and 10 situated in Sector-35, Gurugram vide letter of allotment dated 08.08.2007 with offer of possession under prestigious project with an investment of Rs.32.20 crore to set up a project of software development and IT enable services @ Rs.7500/- per square meter. However, on its request, the allotment was changed to plot nos. 2 and 3, Sector-35, Gurugram.

ii) That on 08.08.2007, the complainant/allottee gave an undertaking to take physical possession of the allotted plots on "as is where is basis" and the same was handed over to it. While giving undertaking, the allottee took physical possession of the allotted plots and agreed as under: -

a) That in the absence of complete development work/infrastructure facility, it agreed not to raise any claim whatsoever against the respondent;

b) That it agreed that the implementation period of 3 years was to be counted from the date of regular allotment letter/offer of physical possession to it by HSIIDC. Further the allottee agreed that the payment towards the cost of the plot would be paid by it in lumpsum within 60 days or instalments with interest @ 11% on the outstanding amount from the date of allotment/offer of possession;

c) That the allottee would not bore tube well for drawing water without permission and it would make its own arrangement of water through tanker from outside for construction of building;

d) That the allottee undertook to be covered by the provisions of Industrial Policy, 2005 of Govt. of Haryana and Estate Management Procedure 2005 of HSIIDC (undertaking dated 08.08.2007 as annexure R1).

iii) That as per terms and conditions of allotment, the complainant was required to implement the project upto 30.07.2011 from the date of revised letter of possession dated 01.04.2008. Though the complainant constructed the building and furnished an undertaking to be covered under E&P 2011 guidelines but approached the respondent for a year extension w.e.f. 08.08.2011 to 07.08.2012 without levying of an extension fee.

iv) That the complainant/allottee approached the respondent with building plan and self-certification and the same were accepted on 28.08.2009 subject to certain conditions.

v) That vide letter dated 04.07.2012, the respondent raised a demand vide a notice to deposit Rs.363515/- as composition fee,

Rs.1,34,76,750/- as IAC and Rs. 2,69,97,115/- as EDC, followed by another notice dated

27.09.2012, show cause notices and personal hearings vide letters dated 17.08.2012, 28.10.2014, 23.11.2015, 23.05.2016, 06.06.2016, 11.07.2016, 14.12.2016, 30.01.2017 and 16.02.2017 respectively but with no positive results.

10. It was further pleaded that vide notification dated 04.04.2001 issued by Commissioner and Secretary to Govt. Haryana, Town and Country Planning Govt. and notification dated 20.01.2009 issued by Financial Commissioner and Principal Secretary to Government of Haryana, Town and Country Planning Govt., an allottee intended to avail higher FAR of 250% (standard FAR 125%) for IT industry has to pay additional augmentation charges and EDC. The allottee made a request vide letter dated 21.09.2012 to pay IAC at the rate of Rs.50/- per sq. feet for FAR beyond 125% in two point six years in six monthly five interest free instalments but that request was declined.

11. It was further pleaded that neither the complaint filed against the respondent is maintainable nor the authority has jurisdiction to proceed with the same. Even the complainant has no cause of action against the respondent and concealed the material facts while approaching the authority for the relief sought.

12. All other averments made in the complaint were denied in toto.

13. The complainant while filing the complaint has sought the following relief from the respondent:

- Direct the respondent to provide all basic services and fulfil all obligations under the said allotment such as providing right of road/way, water supply, sewerage etc.
- Direct the respondent to pay delayed penalty for not providing the basic facilities from the due date of delivery i.e., 05.03.2008 till date on the amount paid towards the plot i.e., Rs. 3,90,00,000/-
.
- Direct the respondent to withdraw the additional charges towards EDC, IAC and extension fees along with interest, if any, till date being illegally demanded.
- Direct the respondent to issue occupation certificate for the building of plot no. 9 & 10.
- Direct the respondent to issue building completion certificate.
- Refer the matter to Adjudicating Officer for compensation:
    i. Towards loss of opportunity on account of non-availability of the occupation certificate, lack of primary resources and making good the finance cost due to locking of capital by way of investment into the building for a long period of time due to the failure of the Respondent/Promoter.
    ii. Direct the respondent to pay for the damages as well as the mental agony caused.

14. Both the parties filed written submissions to prove their rival contentions and the same have been taken on record and perused.

C. Issues to be decided by this authority

i. **Whether the authority has jurisdiction to adjudicate the present matter?**

ii. **Whether respondent-corporation falls within the ambit of definition of promoter as provided under the Act?**

iii. **Whether respondent-corporation raised illegal charges which includes additional external development charges & infrastructure augmentation charges?**

iv. **Whether respondent-corporation failed to provide infrastructural services?**

v. **Whether undertaking dated 08.08.2007 furnished by the complainant is unconscionable and one-sided?**

vi. **Whether delayed penalty is to be payable by the respondent?**

D. Jurisdiction of the authority

15. The authority observes that it has territorial as well as subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

D. I Territorial jurisdiction

16. 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.

D.II Subject matter jurisdiction

17. Section 11(4)(a) of the Act provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) of the Act 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 promoter, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

18. So, in view of the provisions of the Act quoted above, the authority has complete jurisdiction to decide the complaint regarding non-compliance of subsisting obligations w.r.t. providing basic facilities such as water supply, sewerage, storm water etc. requisite for construction of the building on the allotted units by the respondent falling within the ambit of term 'promoter' as provided under section 2(zk)(ii) of the Act leaving

aside the compensation which is to be decided by the adjudicating officer if pursued by the complainant at a later stage.

E. Findings on the issues framed

E.I Whether the respondent-corporation falls within the definition of a "promoter"?

E.II Whether the authority has jurisdiction to adjudicate the present matter?

19. Keeping in view the provision of section 2(k) of the Act, the authority is of considered view that the respondent-corporation falls within the scope, ambit and definition of term 'promoter' as defined in the Act. The relevant portion of the Act is reproduced hereunder: -

> *Section 2(zk)of the Act defines "Promoter" as under:*
>
> *(zk) "promoter" means, —*
>
> *(i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or*
>
> *(ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or*
>
> *(iii) any development authority or any other public body in respect of allottees of—*
>
> *(a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or*
>
> *(b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or*

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or

(v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or (vi) such other person who constructs any building or apartment for sale to the general public.

Explanation. —For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the person who sells apartments or plots are different person, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the rules and regulations made thereunder;

20. Evidently, section 2 (zk)(ii) clearly provides that a person who develops a land into a project is also "promoter". Further, Section 2 (zk)(iii) contemplates that "any development authority or any other public body" is also a promoter. The complainant has placed reliance upon a judgement passes by the **Hon'ble Haryana Real Estate Appellant Tribunal in the matter of *"M/s Alta Vista Info Solution Pvt. Ltd. V/s M/s Haryana State Industrial & Infrastructure Development Corporation Limited" [Appeal no. 67 of 2020]*** wherein the Hon'ble Appellate Tribunal also observed that the respondent-corporation is promoter within the established meaning under the Act. The Haryana Real Estate Appellate Tribunal observed-

9. As per section 2(zk) (ii) of the Act, a person who develops land into a project for the purpose of selling to other persons, will fall within the definition of the 'promoter', Section 2(zk) (iii) further provides that even the development authority or any other public body indulging in sale of building, apartments and plots will also be promoter. Thus, the respondent-corporation being a development authority/public body, shall fall within the definition of 'Promoter' in respect of the appellant.

21. Thus, in view of the provisions of law and judicial pronouncement made by the Hon'ble Haryana Real Estate Appellate Tribunal, referred above, this authority is of the view that the respondent squarely falls within the definition of "Promoter".

E.II Whether charges levied by the respondent are illegal or justified, whether the respondent failed to provide the basic amenities to the complainant or not? And whether undertaking dated 08.08.2007 furnished by the complainant is unconscionable and one-sided? Whether delayed penalty is to be payable by the respondent?

22. All the aforementioned issues being interconnected are taken up together, hereunder.

23. It has come on record that the respondent has raised a composite demand of Rs. 4,04,73,865/- from the complainant which included a demand of Rs. 3,63,515/- towards composite fee, Rs. 1,34,76,750/- towards Infrastructure Augmentation Charges (IAC) and Rs. 2,69,97,115/- towards External Development Charges (EDC) vide its letter of demand dated 04.07.2012. It has been contended by the respondent that the demand with respect to the said charges were justified in view of the notification dated 04.04.2001 of Commissioner and Secretary to Government, Haryana Town and Planning Department and as per the notification dated 20.01.2009 of the Financial

Commissioner & Principal Secretary, Government of Haryana, Town and Country Planning Department, which provide that if any, allottee intends to avail a higher FAR of 250% for IT industry then such allottee shall have to pay additional infrastructural augmentation charges and external development charges. On the other hand, the complainant has asserted that the subject plots allotted to the complainant is situated in phase -VII, Sector -35, Gurugram, Haryana, having an original FAR of 250%. The complainant has relied upon the zoning plan of the area, enclosed as Annexure-J to the complaint. According to the complainant, the augmentation charges are recoverable only in those cases where there is an increase in FAR from 125% to 250% with regard to IT units situated in Phase – I to V of Udyog Vihar, Gurugram, Haryana. The complainant has asserted that as far as the subject plots in question are concerned, the same is situated in Phase – VII of Udyog Vihar and the complainant did not apply for any increase in FAR since the existing FAR, since inception was 250% and thus is not liable to pay any additional augmentation charges as demanded by the respondent.

24. According to the complainant, as far as the additional external development charges are concerned, the same as per the Estate Management Policy of 2011 and is already factored in the original allotment price. The complainant has further placed reliance on order dated 20.09.2013 of the respondent wherein it has been observed that the zoning has been approved with 250% FAR in case of plot no. 2 and 3, Sector 35, Gurugram and no EDC is separately applicable for Sector- 34-35, Gurugram.

25. Further, the grievance of the complainant is that though it spent a lot in purchasing the plot and raising construction over the same, but the respondant failed to provide basic services to the unit and to fulfil all the obligations under the allotment such as right to way, water, supply and sewerage etc. Since, it has failed in its obligations as per the terms and conditions of allotment dated 08.08.2007, so it is liable to pay penalty with a direction to withdraw illegal demands raised under the various heads such as IAC, EDC and extension fee along with interest. The contention for respondent through its counsel is that the complainant at the time of allotment gave an undertaking as detailed above on 08.08.2007 and took the possession of the allotted plots on "as is where is basis" to set up a unit in the said project at the earliest possible without the development works completed by the respondent. The charges levied/demanded under various heads are as per the Industrial Policy, 2005 and the same cannot be said to be illegal in any manner. Per-contra the learned counsel for complainant raised a plea that the respondent being developer failed to provide infrastructural services leading to delay in completion of the project. That the complainant gave an undertaking to give possession of the allotted plots on "as is where is" basis for setting of a unit but for timely completion of the construction, the providing of basis services such as water supply, sewerage, storm water, drainage, STP, and solid water management were must. Moreover, the respondent is governed by the rules and regulations of the Estate Management Procedure 2015 for the development and construction of the industrial plots and the same is under rule 1.3,1.5 and 1.1 which provides acquisition of land planning, execution of development works i.e., roads,

water supply, sewerage system, electrical infrastructure, availability of access to the plots, sewerage disposal network at the site in respect of the plots on or before to start construction of building by an allottee. But those facilities as promised in Estate Management Procedure were not provided and despite the absence of the same, the complainant managed to complete the construction for IT purposes by 26.04.2011. The complainant further contended that although complainant gave an undertaking at the time of allotment of the industrial plots but the same is not binding on it in view of the law laid down in case of ***Jyothi Basu Vs Kerala Water Supply Authority WP(C) No. 12930 of 2021*** and wherein the Hon'ble Kerala High Court observed as under-:

> *"The courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract entered into between the parties who are not equal in bargaining power. It was also held by the Apex Court in the said case that contracts in prescribed or standard form containing clauses which are unconscionable, unreasonable and unfair in nature entered into with large number of persons or a group of persons who have far less bargaining power or no bargaining power at all, are injuries to the public interest as well and that such terms are to be adjudged void"*

26. The counsel for the complainant contended that the respondent took an undertaking dated 08.08.2007 from the complainant, by misusing its dominant position and placed reliance on the judicial pronouncement made by the Hon'ble Supreme Court in the matter of ***Pioneer Urban***

Lands & Infrastructure Ltd. Vs. Govindan Raghavan, Civil Appeal 12238 of 2018 wherein the Hon'ble Apex Court held as under: -

> *6.7 "A term of a contract will not be final and binding if it is shown that the flat purchasers had no option but to sign on the dotted line, on a contract framed by the builder. The contractual terms of the agreement dated 08.05.2022 are ex-facie one-sided, unfair and unreasonable. The incorporation of such one-sided clauses in an agreement constitutes an unfair trade practice as per Section 2 of the Consumer Protection Act, 1986 since it adopts unfair methods or practices for the purpose of selling the flats by the Builder."*

27. He further contended that statutory rights are clearly conferred on allottees. It cannot be waived off merely by signing an undertaking and therefore there cannot be an estoppel against the statute as was held in ***State of Uttar Pradesh and another Vs. Uttar Pradesh Rajya Khanij Vikas Nigam Sangharsh Samiti and others, (2008) 12 SCC 675.***

28. The counsel for the complainant further asserted that the respondent failed to comply with its statutory obligations and has thereby violated section 11 of the Act which lays down the obligations of the promoter including provision for civil infrastructure etc. According to the complainant, the respondent grossly violated the provisions of section 11(3)(b) and 11(4) of the Act as it failed to provide the basic amenities which led to delay in the completion of the project and the complainant had to invest its own money for undertaking basic services and amenities at the project site.

29. The counsel for the respondent contended that the Estate Management Procedure-2005 shall be applicable in the facts of the present matter while the counsel for the complainant submitted that the Estate Management Procedure 2015 shall be applicable instead. In this context, the counsel for the complainant has placed reliance on clause 3 of the conveyance deed which provides as under:

> *"That the transferee shall be required to implement the project for which the aforesaid plot has been allotted, within a period of three years, from the date of offer of possession; and that implementation of the project shall mean the commencement of commercial production, after coverage of construction in accordance with the norms specified in the Estate Management Procedure-2005, as amended from time to time(hereinafter called EMP) and installation of the plant and machinery"*

The counsel for the complainant has urged that it is the Estate Management Procedure, as amended from time to time, which shall be applicable and since it was amended in 2015 as such the said amended procedure of 2015 shall be applicable. The counsel for the complainant has further placed reliance on rule 1.1,1.3, and 1.5 of Estate Management Procedure 2015 in support of its contention.

30. In view of the foregoing discussion on the connected issues, the authority concurs with the averments made and the documents relied upon by the complainant. The counsel for respondent has not placed any order or notification vide which Infrastructure Augmentation charges are applicable on plots originally allotted with a floor area ratio of 250% and for plots situated under phase VII as the copy of circulation for levy of IAC pertains to plots under Udyog Vihar phase I to V only (Circular dated

19.06.2007). The demand of Rs. 4,04,73,865/- comprises in three parts i.e., external development charges for town level infrastructure services, composition fees for violation/variation of building plans and IAC for enhancement of services being payable. The authority, accordingly, is of the opinion that whereas the question of augmentation of services arises only where services are available but not granted cannot be allowed to be raised. So, as far as external development charges and composite fees are concerned, the same shall payable being for town level infrastructure services and violation/variation of building plans respectively. The respondent was under an obligation to provide the basic amenities such as water supply, road, sewerage system, electrical infrastructure, drainage STP, solid waste management etc. for the area as per Estate Management Procedures (EMP) ,2015. The view being taken in this regard gets corroboration from the judgement of Supreme Court in the case of ***Wg. Cdr. Arifur Rahman Khan and others vs Dlf Southern Homes Pvt. Ltd. 2008 SC*** , wherein it was held that where developer fails to adhere to the contractual obligations to provide the possession of the flat with amenities and services to a home buyer within the time specified in the agreement, it amounts to deficiency and this type of failure on the part of developer to fulfil the promises will hold them accountable to reimburse the flat buyers. The authority further holds that the undertaking dated 08.08.2007 being relied upon by the respondent contains one sided, unfair and unreasonable clauses which are unconscionable, and the undertaking is therefore not binding on the complainant.

31. Since the complainant has already taken possession of the plot on "as is where is" basis vide undertaking dated 08.08.2007 from the respondent, so he is not entitled to get any amount on account of delay possession charges. No direction qua delayed penalty can be issued as allottee on his own undisputedly took physical possession of the plot without protest of services.

32. As regards issues w.r.t. referring the matter to Adjudicating Officer for damages, compensation, and financial loss to the complainant on the failure of respondent to provide certain services in the allotted units, the complainant may approach appropriate authority for the desired relief by filing a separate complaint.

F. Directions of the authority

33. On the basis of the facts and circumstances of the matter and considering the applicable provisions of law and the judgements relied upon by the parties, the complaint is allowed, and the following directions are hereby passed under section 37 of the Act to ensure compliance of the obligations cast upon the promoter as per the functions entrusted to the authority under section 34(f) of the Act: -

i. The respondent is directed to provide all basic services & amenities such as metalled roads, sewerage, electricity, water facilities etc. as specified under Estate Management Procedures (EMP) ,2015.

ii. The complainant is directed to pay demands raised qua external development charges being charged for town level services and composition fees being charged for

violations/variations of approved building plans of Rs. 2,69,97,115/- and Rs.3,63,515/- respectively.

iii. The respondent is directed to withdraw the demand of Rs. Rs.1,34,76,750/- raised by it vide its letter dated 04.07.2012 on the complainant for infrastructure augmentation charges which otherwise are neither part of allotment nor of approved zoning plan, of the allotted units and hence being unjust and illegal. However, if floor area ratio beyond 250% is allowed, the charges shall be payable as per the existing policy.

iv. No case for delayed possession charges against the allotted units in favour of complainant is made out.

v. After the above-mentioned charges are paid by the complainant to the respondent, it shall issue occupation certificate subject to compliance of all relevant formalities in that regard.

34. The complaint stands disposed of.

35. File be consigned to the registry.

Sanjeev Kumar Arora
Member

Ashok Sangwan
Member

Vijay Kumar Goyal
Member

Haryana Real Estate Regulatory Authority, Gurugram

Dated: 14.03.2023