

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

**Complaint no.:** 2324 of 2024  
**Date of decision:-** 23.04.2025

1. Renu Lakra
2. Sandeep Lakra

**Both R/o:** - House no.-449/D,  
Near Shishuwala Talab, Mundka Village,  
Mundaka West Delhi, Delhi-110041.

**Complainants**

**Versus**

M/s. Deluris Buildtech India Pvt. Ltd.  
**Regd. office:** D-64, Defence Colony, New Delhi-110024.

**Respondent**

**CORAM:**

Shri Ashok Sangwan

**Member**

**APPEARANCE:**

Suresh Dutt Kaushik (Advocate)

Ankur Berry

(Advocate)

**Complainants**

**Respondent**

**ORDER**

1. The present complaint dated 28.05.2024 has been filed by the complainants/allottees 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 as provided under the provision of the Act or the Rules and regulations made there under or to the allottees as per the agreement for sale executed *inter se*.

**A. Unit and project related details**

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

S.No.	Particulars	Details
1.	Name of project	"Zara Rossa"
2.	Location of project	Village-Bajghera, sector-112, Gurugram.
3.	Nature of project	Affordable group housing
4.	RERA Registered	Registered Vide registration no. 294 of 2017 Dated-23.08.2017
5.	DTCP License	License no. 07 of 2016 Dated-28.06.2016.
6.	Allotment letter	01.03.2018 (As on page no. 22 of complaint)
7.	Unit no.	06, Floor-Ground, Tower-1 (As on page no. 22 of complaint)
8.	Unit Area	645.57 sq.ft. [Carpet Area] 100 sq.ft. [Balcony Area] (As on page no. 22 of complaint)

9.	Agreement For Sale	12.05.2018 (As on page no. 23 of complaint)
10.	Date of sanction of Building plans	16.10.2017 [As per the details available on the Authority's website] <b>[Note: Vide proceedings dated 02.04.2025, the same had been inadvertently mentioned as 11.11.2016, the same stands corrected as above mentioned]</b>
11.	Date of Environmental clearance	30.11.2017 (As on page no. 25 of complaint)
12.	Due date of possession	30.05.2022 [Calculated 4 years from the date of E.C plus 6 months on account of Covid-19]
13.	Sale consideration	Rs.26,32,280/- (As on page no. 33 of complaint)
14.	Amount paid	Rs.27,77,054/-
15.	Occupation certificate	14.05.2024 (As on page no. 31 of reply)
16.	Offer of possession	19.05.2024 (As on page no. 34 of reply)

**B. Facts of the complaint:**

3. The complainants have made the following submissions in the complaint:
- I. That respondent through its marketing executives and advertisement through various medium approached the complainants with an offer to

buy an apartment in the project "Zara Rossa" situated in Village Bajghera, Sector-112, Gurugram.

- II. The respondent represented that the respondent shall deliver the possession of the apartment within 48 months from the date of approval of building plans or grant of environment clearance. The respondent also that all the necessary sanctions and approvals have already been obtained from the concerned government authorities.
- III. That, relying upon the assurances of the respondent, the complainants booked an apartment and deposited an amount of Rs.1,31,700/-. The draw of lots was conducted on 23.02.2018 and the complainants were allotted an apartment no. 6, on Ground Floor in Tower-1, having carpet area of 645.57 sq. ft. and balcony area of 100 sq. ft. along with one two wheeler parking space in the project at the total sale price of Rs.26,32,280/-.
- IV. The respondent issued an allotment letter on 01.03.2028, whereby allotting the said unit in favour of the complainants. Thereafter, an Agreement for Sale was executed between the respondents and the complainants on 14.05.2018.
- V. That the complainants have made all the payments against the demands raised by the respondent and as on the date of filing of the present complaint, the complainants have paid an amount of Rs.27,77,054/-.
- VI. That the complainants never received any satisfactory reply from the respondent regarding the completion of the project as well as for compensation to the complainants by paying delayed possession charges on account of delayed possession. As per clause - 7.1 of the Agreement, the respondent was under legal obligation to handover the possession of the unit by November, 2021 but the respondent miserably

failed to handover the possession of the unit well within stipulated time period.

- VII. That the respondent has issued a letter to the complainants and forced the complainants to deposit an amount of Rs.1,10,040/- plus 18% GST for electricity connection charges. The respondent issued another letter to the complainants and forced them to deposit an amount of Rs.1,45,122/- plus 18% GST for electricity connection charges.
- VIII. That the respondent had also issued another letter to the complainants and forced them to deposit an amount of Rs.1,03,958/- plus 18% GST for electricity connection charges. However, as per the sales circular of DHVBNL for new electricity connections total costs of electric connection charges may be Rs.6000/- to Rs.7000/- only including security deposit.
- IX. That the respondent has charged the GST @ 8% on the payments made by the complainants to the respondent on or before 31.03.2019 and after 31.03.2019 @ 1% on the payments made by the complainants. However, the respondent has intentionally and deliberately not refunded 7% GST amount that was charged on the payments made by the complainants in lieu to their unit on or before 31.03.2019.
- X. That the cause of action accrued in favour of the complainants and against the respondent, when the complainants booked the unit and it further arose when the respondent failed/neglected to pay the delay possession charges to the complainants. The cause of action is continuing and is subsisting on day-to-day basis.

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

4. The complainants have sought following relief(s):-

- i. Direct the respondent to pay the delayed possession charges till offer of possession of the unit along-with prevailing interest.
- ii. Direct the respondent to not recover the extra charges for electricity connection which is mentioned in aforesaid para no. (xiii & xiv) of the complaint and the high charges of electricity connection as in the demand letter may kindly be cancelled.
- iii. Direct the respondent to pay Rs.50,000/- as litigation expenses

**D. Reply by respondent:**

5. The respondent by way of written reply made following submissions.

- I. That at the very outset it is submitted that the present complaint is not maintainable or tenable in the eyes of law. The complainants have misdirected themselves in filing the above captioned complaint before this Authority as the subject matter of the claim does not fall within the jurisdiction of this Authority.
- II. That the present complaint has been filed against the Affordable Group Housing project namely, Zara Rossa, situated in the revenue estate of Village Bajghera, Sector-112, Gurugram, Haryana. That the building plans were approved on 17.06.2017. Further the Environmental Clearance for construction of the project was received on 30.11.2017.
- III. That the draw of lot was conducted on 23.02.2018 and the complainants' were duly allotted apartment no. 6 on Ground Floor, Tower-1, having carpet area 645.57 sq. ft and balcony area of 100 sq.ft vide allotment letter dated 01.03.2018. Further in terms of the Apartment Buyer's Agreement, the total sale consideration for the said unit was agreed at Rs.26,32,280/- plus GST{as per Clause 1.2(iii)}, charges for water, gas and other utilities, cess, duties, etc.,



- IV. That further as per Explanation (ii) of the Clause 1.2 of the Agreement, the allottee was liable to make the payment in case of any change/modification in the taxes/charges/fees/levies/etc.,. Further as per Explanation (iv) of the Clause 1.2 of the Agreement, charges (for connection and usage) of water, gas and other utilities were to be communicated at the time of offer of possession, as the same could not have been quantified at earlier stage. Further though the total sale consideration was escalation free but enhancements due to taxes, levies, cess, duties, charges including development charges, etc., collected by competent authority were referred as additional charges and allottees were liable (to their proportionate share) to pay. It is extremely pertinent to note that as per Clause 10 and Clause 10.10, the complainants' are liable for electricity connection and usage charges.
- V. That the construction of the tower in which the unit of the complainants' is situated, has been delayed due to force majeure circumstances such as Covid-19. The Authority vide notification no. 9/3-2020 dated 26.05.2020 have provided an extension of 6 months for projects having completion date on or after 25.02.2020, on account of force majeure condition due to the outbreak of Covid-19 pandemic.
- VI. That the respondent was committed to complete the development of the project. That the developmental work of the project was slightly decelerated due to the reasons beyond the control of the respondent due to the impact of Good and Services Act, 2017 [hereinafter referred to as 'GST'] which came into force after the effect of demonetisation in last quarter of 2016 which adversely affected various industrial, construction, business area even in 2019. The respondent had to

undergo huge obstacle due to effect of demonetization and implementation of the GST.

- VII. That further the National Green Tribunals have regularly imposed ban and restrictions on construction activities. Due to the above unforeseen circumstances and causes beyond the control of the respondent, the development of the project came to stand-still. The details of the ban on construction activities vide various directions of the National Green Tribunals or the Statutory Authorities etc. are highlighted in the table below:

Sr.No.	COURTS, AUTHORITIES ETC. / DATE OF ORDER	TITLE	DURATION OF BAN
1.	National Green Tribunal /08.11.2016 & 10.11.2016	Vardhman Kaushik Vs. UOI	08.11.2016 – 16.11.2016 (8 days)
2.	National Green Tribunal /09.11.2017	Vardhman Kaushik Vs. UOI	09.11.2017 – Ban was lifted after 10 days (10 days)
3.	National Green Tribunal /18.12.2017	Vardhman Kaushik Vs. UOI	18.12.2017 – 08.01.2018 (22 days)
4.	Delhi Pollution Control Committee (DPCC), Department of Environment, Government of NCT of Delhi /14.06.2018	Order/Notification dated 14.06.2018	14.06.2018 – 17.06.2018 (3 days)





5.	Haryana State Pollution Control Board/ Environment Pollution (Prevention & Control Authority)-EPCA	Press Note - 29.10.2018 and later extended till 12.11.2018	01.11.2018- 12.11.2018  (11 days)
6.	Hon'ble Supreme Court/ 23.12.2018	3 days Construction ban in Delhi/NCR	24.12.2018 - 26.12.2018 (3 days)
7.	Central Pollution Control Board		26.10.2019 - 30.10.2019 (5 days)
8.	Environment Pollution (Prevention & Control Authority)-EPCA- Dr. Bhure Lal, Chairman	Complete Ban	01.11.2019 - 05.11.2019 (5 days)
9.	Supreme Court - 04.11.2019	M. C. Mehta Vs. Union Of India W.P. (c) 13029/1985	04.11.2019 - 14.02.2020 (3 months 11 days)
	<b>TOTAL</b>		<b>5 Months, 11 Days (Approx.)</b>

VIII. That as per the table shown hereinabove, the delay caused due to unforeseen circumstances, ought to be considered and calculated, before determination of the date of completion of building. That after considering the above delay, the date of completion of building has to be extended by approximately 5 months, 11 days.

IX. Further the possession of the unit was to be delivered within 4 years from obtaining approval or building plans or environmental clearance , which ever was later. That the environmental clearance was obtained

on 30.11.2017, the period of 4 years would have ended on 30.11.2021, the same being covered within the Notification no. 9/3-2020 dated 26.05.2020, making the due date of possession to be extended 6 months (Covid-19) and 5 months 11 days (environmental restrictions) thus making the due date to be 11.11.2022. Further, the respondent duly applied for occupation certificate on 25.11.2022 and again on 13.07.2023, however the same was granted on 14.05.2024.

- X. That the issuance of Occupation Certificate is dependent on DHBVN clearance. That during the pendency of the project, the DHBVN amended its policy and thus a 33KV Switching station or 33 KV cable line were due to be installed at the project site for procuring the Occupation Certificate. The respondent immediately issued email to all its allottees, (admitted by the complainants' on Annexure C-6). The email dated 09.11.2023, shows the bonafide of the respondent in completing the project. That instead of choosing which option was acceptable and making good the demands as raised, the complainants' accused the Promoter of raising illegal charges. (Email dated 20.11.2023 annexed as Annexure C-9 with the complaint). That even though the respondent ran behind the allottees yet delay tactics of non-payment of governmental charges (email dated 27.11.2023) resulted in undue delay in receipt of occupation certificate. Thus resultant delay by the allottees, including the complainant, resulted in delay of another 30 days in receipt of the occupation certificate resulting in making due date of possession to be .
- XI. That as per the Apartment Buyer's Agreement, the complainants' had to make timely payments of the instalments as per the payment schedule

plan. Thus the allotment being on 01.03.2018 the payments schedule show (Annexure B, Payment Plan) have been as follows:

<i>Due Date</i>	<i>Time of Payment</i>	<i>Date of Payment</i>
16.03.2018	15 days from allotment	13.03.2018
01.09.2018	6 months from allotment	01.10.2018
01.03.2019	12 months from allotment	11.03.2019
01.09.2019	18 months from allotment	11.09.2019
01.03.2020	24 months from allotment	05.03.2020
01.09.2020	30 months from allotment	08.09.2020
01.03.2021	36 months from allotment	11.03.2021

- XII. That the complainants' were consistently late in making all due payments and thus there is a total delay of 70 days in making of the due payments as per the terms of the agreement. Thus, the complainants' have failed to comply with the terms and conditions and have neither paid the timely instalments as per the payment schedule plan.
- XIII. That the complainants' have made a vague submission in Para (x) of the complaint claiming that the cause of action accrued in favour of the complainants and against the respondent, when the complainants' booked the said unit and again upon non-payment of delay possession charges. However, the complainants' failed to show that the issue of non-payment was ever raised by the complainants' and the respondent failed to comply to the same. That the complaint is frivolous, ill motivated and with malicious intent and is not maintainable. It is further submitted that the complainants' have very strategically and

deceitfully filed the present complaint. Thus, on this ground alone the complaint is liable to be dismissed and the complainants' should be penalised in order to establish precedent to avoid any malicious litigation in the future of similar nature.

- XIV. That the complainants' have filed the present just to harass the respondent and to gain the unjust enrichment. It is pertinent to mention here that for the fair adjudication of grievance as alleged by complainants' requires detailed deliberation by leading the evidence and cross-examination, thus only the Civil Court has jurisdiction to deal with the cases required detailed evidence for proper and fair adjudication.
- XV. That the complainants' are guilty of placing untrue facts and attempting to hide the true colour of the intention of the allottees/complainants'. Even though the complainants' themselves delayed all the payment and were aware of the Covid-19 outbreak which resulted in stoppage of complete construction activities, and further the complainants' by delaying the DHBVN approvals, themselves caused the delay in obtaining of the Occupation Certificate, yet the present complaint has been drawn up and filed before the Authority.
6. 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 submission made by the parties.

**E. Jurisdiction of the authority:**

7. 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**

8. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram district. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

**E. II Subject matter jurisdiction**

9. 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 allottee as per the agreement for sale, or to the association of allottee, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottee, or the common areas to the association of allottee or the competent authority, as the case may be;*

10. 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 complainants at a later stage.

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

**F.I Objection regarding delay due to force majeure circumstances**

11. The respondent-promoter has raised a contention that the construction of the project was delayed due to force majeure conditions such as various orders passed by the National Green Tribunal, Environment Pollution (Prevention & Control) Authority, Delhi Pollution Control Committee(DPCC), Haryana State Pollution Control Board/Environment Pollution (prevention & Control Authority)-EPCA, 3 days construction ban in Delhi/NCR imposed by the Hon'ble Supreme Court, due to outbreak of Covid-19 pandemic. Since there were circumstances beyond the control of respondent, so taking into consideration the above-mentioned facts, the respondent be allowed the period during which his construction activities came to stand still, and the said period be excluded while calculating the due date. In the present case, the allotment letter was issued by the respondent to the complainants on 01.03.2018. The 'Agreement For Sale' was executed between the parties on 12.05.2018. As per clause 1(iv) of the Affordable Housing policy, 2013, the due date for completion of project was 4 years from the date of approval of building plans or grant of Environmental Clearance, whichever is later. The building plans approvals were obtained from the concerned authorities on 16.10.2017 and the Environmental Clearance has been obtained on 30.11.2017. The due date



in terms of Clause 1 (iv ) of the Affordable housing Policy, 2013 , is calculated 4 years from the date of Environmental Clearance, being later, comes out to be 30.11.2021. The Authority vide notification no. 9/3-2020 dated 26.05.2020 have provided an extension of 6 months for projects having completion date on or after 25.02.2020, on account of force-majeure condition due to the outbreak of Covid-19 pandemic. The respondent is seeking the benefit of covid-19, and in lieu of the notification of the Authority dated 26.05.2020, the benefit of the same is granted to the respondent. Thus, the due date comes out to be 30.05.2022 i.e., 30.11.2021 plus 6 months grace period on account of Covid-19. The respondent have submitted that due to various orders of the Authorities and court, the construction activities came to standstill. The Authority observes that though there have been various orders issued to curb the environment pollution, but these were for a short period of time. The event of demonetization was in accordance with government policy and guidelines. Therefore, the Authority is of the view that the outbreak of demonetization cannot be used as an excuse for non-performance of a contract. In the instant complaint, the due date of handing over of possession comes out to be 30.05.2022 and grace period of 6 months on account of force majeure has already been granted in this regard and thus, no period over and above grace period of 6 months can be given to the respondent-builder. Thus, the promoter/ respondent cannot be given any more leniency based on the aforesaid reasons.

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

**G.I Direct the respondent to pay interest on the delayed possession from the due date of possession till the offer of possession of the unit along with prevailing interest as per the RERA Act.**

14. In the present complaint, the complainants booked a unit in the project of the respondent namely "Zara Rossa" situated at Sector-112, Village-Bajghera, Gurugram. The allotment was made in favour of the complainants on 01.03.2018 and thereafter, the Agreement For Sale was executed between the complainants and the respondent on 12.05.2018. As per Clause 1(iv) of the Affordable Housing Policy, 2013, the respondent had to hand over possession of the unit to the complainants within a period of 4 years from the date of sanction of Building plans or grant of Environmental Clearance, whichever is later. The due date is calculated 4 years from the date of Environmental Clearance being later. Also, a period of six months is granted to the respondent in lieu of the notification of the Authority dated 26.05.2020 due to the Covid-19 outbreak. Thus, the due date of possession comes out to be 30.05.2022.
15. The complainants intend to continue with the project and are seeking possession and delay possession charges along with interest on the amount paid. 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.

**"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."*

16. Clause 1(iv) of the Affordable Housing policy, 2013 provides for due date of possession and is reproduced below:

**Clause 1(iv)**

*All such projects shall be required to be necessarily completed within 4 years from the approval of building plans or grant of environmental clearance, whichever is later. This date shall be referred to as the "date of commencement of project" for the purpose of this policy. The licences shall not be renewed beyond the said 4 years period from the date of commencement of project.*

*[Emphasis supplied]*

17. **Admissibility of grace period:** The promoter has proposed to hand over the possession of the unit within a period of four years from the date of sanction of building plans or grant of Environmental Clearance, whichever is later. In the present matter, the Environmental Clearance was obtained on 30.11.2017, the period of four years is calculated from the date of obtaining the E.C, being later. Accordingly, the grace period of six months shall be allowed to the promoter on account of Covid-19.
18. **Admissibility of delay possession charges at prescribed rate of interest:** 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 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."*

19. 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.
20. 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., 23.04.2025 is 9.10%. Accordingly, the prescribed rate of interest will be marginal cost of lending rate +2% i.e., 11.10%.
21. The definition of term 'interest' as defined under section 2(z) of the Act provides that 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. The relevant section is reproduced below:

*"(z) "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;"*

22. Therefore, interest on the delay payments from the complainants shall be charged at the prescribed rate i.e., 11.10% by the respondent/promoter which is the same as is being granted to the complainant in case of delayed possession charges.

23. On consideration of the documents available on record and submissions made regarding contravention of provisions of the Act, 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. By virtue of clause 1(iv) of the Affordable Housing Policy, 2013, the possession of the subject apartment was to be delivered by 30.11.2021. As far as grace period is concerned, the same is allowed for the reasons quoted above. Therefore, the due date of handing over possession is 30.05.2022. The respondent has obtained the Occupation certificate from the competent authorities on 14.05.2024 and thereafter offered the possession of the subject apartment to the complainant on 19.05.2024, which is delayed than the due date of possession of the unit. Accordingly, it is the failure of the respondent/promoter to fulfil its obligations and responsibilities as per the agreement to hand over the possession within stipulated period.
24. 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 are entitled to delayed possession at prescribed rate of interest i.e., 11.10% p.a. from the due date of possession 30.05.2022 till the offer of possession plus 2 months after obtaining the occupation certificate from the competent authorities or actual handover, whichever is earlier, as per provisions of section 18(1) of the Act read with rule 15 of the rules and section 19(10) of the Act.
- G.II. Direct the respondent to not recover the extra charges for electricity connection which is mentioned in aforesaid para no. (xiii & xiv) of the complaint and the high charges of electricity connection as in the demand letter may kindly be cancelled.**



25. The following provision has been made in the Agreement for Sale dated 12.05.2018 in clause 10.10 in respect of the electricity connection charges:

*10.10*

*The Allottee shall pay to the concerned authority electric meter installation charges/eater meter installation charges, security deposit for the electric/eater meter and their energizing charges etc.,*

*[Emphasis supplied]*

26. With respect to the electricity connection charges, there is no doubt that these charges are payable to various departments for obtaining service connections from the concerned departments including security deposit for sanction and release of such connections in the name of the allottee and are payable by the allottee. These connections are applied on behalf of the allottee and allottee has to make payment to the concerned department on actual basis. In case instead of paying individually for the unit if the builder has paid composite payment in respect of the abovesaid connections including security deposit provided to the units, then the promoters will be entitled to recover the actual charges paid to the concerned department from the allottee on pro-rata basis i.e. depending upon the area of the flat allotted to the complainant viz- à-viz the total area of the particular project. The complainant/allottee will also be entitled to get proof of all such payment to the concerned department along with composite proportionate to his unit before making payment under the relevant head. In case of bulk supply of electricity, the concerned department/agency releases connection with certain terms and conditions of bulk supply and these are to be abided by the allottee. The allottee is also asked to give undertaking not to apply directly to any other electric supply company in his individual capacity for additional load of electricity other than being that provided through bulk supply arrangement. In this case, apart from bearing proportionate charges for



bulk supply of electricity connection to the project, the allottee has also to bear the individual meter connection expenditure from the bulk supply point to his unit.

27. It is also clarified that there shall not be any loading or additional charges for such connection in the name of incidental charges and sometime under the name and style of informal charges which is an illegal charge, and the authority cannot be a mock spectator in such an eventuality.
28. Accordingly, the promoter will be entitled to recover the actual charges paid to the concerned department from the complainant on pro-rata basis on account of electricity connection i.e., depending upon the area of the flat allotted to the complainant vis-à-vis the area of all the flats in this particular project. The complainant will also be entitled to proof of such a payment to the concerned department along with a computation proportionate to the allotted flat, before making payment under the aforesaid head.
29. The respondent is directed to charge the actual charges paid to the concerned department from the complainants on pro-rata basis on account of electricity connection, depending upon the area of the unit of the complainants vis-a -vis the area of all the units in the project and provide proof of the payment to the concerned department along with a computation proportionate to the allotted flat, before making the payment and if the payment has been made then any amount charged that is not in terms of the above mentioned criteria, the respondent is directed to return the extra amount, if any paid by the complainants along with interest at the rate of 11.10%. If no payment has been made by the complainants till date, then the respondent is directed to make the demand in terms of the criteria as above mentioned.

**G.III. Direct the respondent to pay litigation charges amounting to Rs.50,000/-**

30. The complainants are seeking the above mentioned relief w.r.t. compensation. The Hon'ble Supreme Court of India in Civil Appeal nos. 6745-6749 of 2021 titled as *M/s Newtech Promoters and Developers Ltd. V/s State of UP & Ors.(supra)* has held that an allottee is entitled to claim compensation and litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the adjudicating officer as per Section 71 and the quantum of compensation and litigation expense shall be adjudged by the adjudicating officer having due regards to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaints in respect of compensation and legal expenses. Therefore, the complainants may approach the adjudicating officer for seeking the relief of compensation

**H. Directions of the authority**

31. Hence, the Authority hereby passes this order and issue the following directions under section 37 of the Act to ensure compliance of obligations casted upon the promoters as per the functions entrusted to the authority under section 34(f):
- The respondent is directed to pay the interest at the prescribed rate i.e., 11.10% per annum for every month of delay on the amount paid by the complainants from due date of possession i.e., 30.05.2022 till offer of possession plus two months or actual handing over of possession after obtaining occupation certificate from the competent authority, whichever is earlier, as per section 18(1) of the Act of 2016 read with rule 15 of the rules.

- ii. The respondent is directed to charge the actual charges paid to the concerned department from the complainants on pro-rata basis on account of electricity connection, depending upon the area of the unit of the complainants vis-a-vis the area of all the units in the project and provide proof of the payment to the concerned department along with a computation proportionate to the allotted flat, before making the payment and if the payment has been made then any amount charged that is not in terms of the above mentioned criteria, the respondent is directed to return the extra amount, if any paid by the complainants along with interest at the rate of 11.10%. If no payment has been made by the complainants till date, then the respondent is directed to make the demand in terms of the criteria as above mentioned.
- iii. The respondent is directed to execute conveyance deed in favour of the complainant in terms of section 17(1) of the Act of 2016 on payment of stamp duty and registration charges as applicable, within one month of the order.
- iv. The respondent shall not charge anything from the complainant which is not the part of the agreement.
32. Complaint stands disposed of.
33. File be consigned to registry.

**Ashok Sangwan**  
**(Member)**

Haryana Real Estate Regulatory Authority, Gurugram  
Dated: 23.04.2025