

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

Complaint no. : 4259 of 2024
Order Pronounced On: 28.05.2025

Vikas Parcha
Address: - Flat no.1002, Block-04, AVL 36,
Sector-36-A, Gurugram, Haryana.

Complainant

Versus

M/s AVL Infrastructures Pvt Ltd
Regd. Office at: Plot No.1, green Park Main,
New Delhi-110016..

Respondent

CORAM:
Shri Ashok Sangwan

Member

APPEARANCE:
Vikas Parcha

Complainant in
person
Respondent

Gaurav Gupta

ORDER

1. The present complaint has been filed by the complainant/allottee under Section 31 of the Real Estate (Regulation and Development) Act, 2016 (in short, the Act) read with rule 28 of the Haryana Real Estate (Regulation and Development) Rules, 2017 (in short, the Rules) for violation of section 11(4)(a) of the Act wherein it is inter alia prescribed that the promoter shall be responsible for all obligations, responsibilities and functions under the provision of the Act or the rules and regulations made there under or to the allottee as per the agreement for sale executed inter se.



A. Unit and project related details

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

Sr. No.	Particulars	Details
1.	Name of the project	AVL36GURGAON
2.	Nature of project	Affordable Group Housing Colony
3.	DTCP license no.	License No. 18 of 2014 dated 10.06.2014 License No. 74 of 2014 Dated-01.08.2014
4.	RERA registered	Registered Vide registration no. 106 of 2017 Dated-24.08.2017
5.	Allotment letter	Not on record
6.	Unit no.	FlatNo.1002 on 10 th Floor, in Block-B-04 (As on page no. 21 of the complaint)
7.	Unit area	620sq.f.t [Carpet Area] 91 sq.f.t [Balcony Area] (As on page no. 21 of complaint)
8.	Date of execution of buyer's agreement	29.01.2016 (As on page no. 73 of complaint)



9.	Possession clause	<p>Clause 1 (iv) of the Affordable Housing Policy, 2013</p> <p><i>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.</i></p> <p>[Emphasis supplied]</p>
10.	Consent to establish	<p>02.01.2016</p> <p>[As per the data available on the Authority's website]</p>
11.	Date of obtaining the Environmental Clearance	<p>24.11.2015</p> <p>[As per the data available on the Authority's website]</p>
12.	Due date of possession	<p>02.01.2020</p> <p>[Calculated 4 years from the date of consent to establish, being later]</p>
13.	Basic Sale consideration	<p>Rs.24,72,995/-</p> <p>(As on page no. 21 of the complaint)</p>
14.	Occupation certificate	<p>17.12.2019</p>
15.	Offer of possession	<p>Not on record</p>
16.	Conveyance deed	<p>16.11.2021</p>



B. Facts of the complaint

3. The complainant has made the following submissions: -

I. That the respondent has charged the complainant an interest of Rs.1,75,982/- and Rs.14,070/- as the tax on the interest and the sale consideration of the unit was Rs.24,72,99/- alongwith taxes of Rs.1,61,570/- against the subject unit bearing no. 1002 in block-04 in the project "AVL36Gurgaon" situated in Sector-36-A, Gurugram, Haryana.

II. Further, the respondent vide its letter dated 01.04.2024 to the president of the Apartment owners Association has referred in its point no. 16 that

"As per the provisions of the Affordable Housing Policy 2013, the Developer is only responsible for maintaining the services duly defined under section 3(3) (a)(iii) of the Act, free of cost, for a period of five years from the date of grant of occupation certificate, after which these services will stand transferred to the Association of Apartment Owners"

III. Whereas the above said is in contravention of the Haryana Development & Regulation Urban Areas, 1976 which is as follows:

"That the owner shall be responsible for the maintenance keep of all the roads, open spaces, public parks and public health services for a period of five years from the date of issue of the completion certificate under rule 16 unless earlier relieved of completion certificate under this opportunity responsibility when the owner shall transfer all such roads, open spaces, public parks and public health services free of cost to the Government of the local authority, as the case may be."

C. Relief sought by the complainant:

4. The complainant is seeking the following relief(s).

(i) Direct the respondent to refund the excess amount of Rs.1,90,052/-.

(ii) Direct the respondent to comply with Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation Of Urban Areas, 1976.

5. On the date of hearing, the authority explained to the respondents/promoters about the contravention as alleged to have been committed in relation to section 11(4) (a) of the Act to plead guilty or not to plead guilty.

D. Reply by the respondent:

6. That the respondent has made following submissions:

- I. That the project 'AVL36GURGAON' developed by the respondent is a leading, 'State of the Art' and exemplary affordable project constructed under Government of Haryana's Affordable Housing Policy, 2013 Gurugram,. Not only was the project completed well before time, the project in fact stands out in terms of its quality, when compared to any such other project.
- II. Upon a careful perusal of the complaint, it emerges that the complainant has broadly raised two issues in its complaint, i.e.:
 - i. Alleged Excess amount and interest on it to the tune of Rs.1,90,052/- (Rs.1,75,982/- + Rs.14,070/-) deposited by the complainant to be refunded to him with interest @ 24%
 - ii. Alleged issue of compliance by the respondent with Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development & Regulation of Urban Areas, 1976.
- III. That the first issue pertains to the interest charged by the respondent from the complainant to the tune of an amount of Rs.1,90,052/-. It is relevant to point out here that the complainant has, for reasons best



known to him, not even bothered to explain as to how the interest was allegedly excess and how he is allegedly not liable to pay the same.

- IV. That the said interest charged from the complainant was in fact due to the continuous defaults in payment of sale consideration of the unit by the complainant as per the agreed and mandatory timelines for payments. In this regard, reliance is also placed upon Clause 5(iii)(i) of AHP-2013, which is reproduced as follows:

"If any successful applicant fails to deposit the instalments within the time period as prescribed in the allotment letter issued by the colonizer, a reminder may be issued to him for depositing the due instalments within a period of 15 days from the date of issue of such notice. If the allottee still defaults in making the payment, the list of such defaulters may be published in one regional Hindi news-paper having circulation of more than ten thousand in the State for payment of due amount within 15 days from the date of publication of such notice, failing which allotment may be cancelled".

- V. As per the Affordable Housing Policy, after the receipt of the final approval from all the authorities and the Environment clearances, the developer had the right to commence the project. The respondent was granted the "Consent to Establish" to start the construction at site from Haryana Pollution Control Board on 02.01.2016 and the respondent had 4 years from the commencement date 02.01.2016 to complete the project i.e., by 01.01.2020.
- VI. Therefore, the Policy makes it obligatory upon the respondent to complete the project within a period of 4 years even if a large number of flats remain unallotted and/or a large number of allottees withdraw after the allotment. It is also relevant to rely upon Clause 5(iii)(b) of the Policy for material for adjudication of the present Complaint and is therefore being reproduced as under:

"(b) All flats in a specific project shall be allotted in one go within four months of sanction of building plans or receipt of environmental clearance whichever is later and possession of flats shall be offered within the validity period of 4 years of such sanction/ clearance. Any person interested to apply for allotment of flat in response to such advertisement by a coloniser may apply on the prescribed



application form alongwith 5% amount of the total cost of the flat. All such applicants shall be eligible for an interest at the rate of 10% per annum on the booking amount received by the developer for a period beyond 90 days from the close of booking till the date of allotment of flat or refund of booking amount as the case may be. The applicant will be required to deposit additional 20% amount of the total cost of the flat at the time of allotment of flat. The balance 75% amount will be recovered in six equated six monthly instalments spread over three-year period, with no interest falling due before the due date for payment. Any default in payment shall invite interest @15% per annum. The project-wise list of allottees shall also be hosted on the website of the Department."

- VII. The above provision clearly fixes timelines for the projects under the policy and states that the Allottees shall be liable to pay the balance 75% amount in six equated six monthly instalments over a three years period and any non-payment would attract interest at 15% per annum. Thus, even the dates of receipt of the amount in six equated six monthly instalments are also fixed, i.e. accruing after a period of every 6 months. It is stated that: *"The balance 75% amount will be recovered in six equated monthly instalments spread over three-year period, with no interest falling due before the due date for payment. Any default in payment shall invite interest @15% per annum."*
- VIII. Thus, it is evident from a reading of the aforesaid provisions that after procuring the Consent to Establish to start the construction at site from Haryana Pollution Control Board i.e., Commencement certificate, the respondent had the right to get a payment of 25% from the allottees and the remaining 75% had to be paid in six instalments after every six months.
- IX. That there are also fixed statutory timelines under the Policy in question from which no departure is permissible for either party. However, the complainant, was evidently in breach of such timelines and defaulted upon his obligations to make such necessary payments within the stipulated time.



- X. That the complainant vide his email dated 21.11.2018 requested the respondent to cancel the allotment of his flat no. 1002 and asked for the procedure to do the same. The respondent on the same day informed the complainant the process for the same. The complainant in his further response vide email dated 22.11.2018 informed the respondent that he will submit the "Flat surrender letter" tomorrow. However, vide subsequent email dated 24.11.2018, the complainant asked the respondent to hold the cancellation.
- XI. Subsequently, the respondent, in terms of the Policy, vide mail dated 11.01.2019 informed the complainant that the last instalment i.e. 6th instalment for 12.5% of the payment was pending, which was due on 01.01.2019, as per schedule of payment. In response, the complainant vide email dated 16.01.2019 informed the respondent that he was job less for the past many months and hence, was unable to pay his dues and would try to clear 75% of his dues by end of March 2019 and the balance by June, 2019. The complainant further requested the respondent to not cancel the allotment of his flat.
- XII. However, despite the above assurances, the complainant failed to clear the aforesaid amounts. Thus, in terms of the strict mandate of the Policy, the respondent vide email dated 01.07.2019 and letters dated 30.11.2018 01.01.2019 and 24.12.2019 repeated notices of default in payment to the complainant and finally vide letter dated 01.07.2020 the respondent asked the complainant to pay the outstanding dues including interest on or before 30.07.2020.
- XIII. On receipt of the Occupation Certificate on 17.12.2019, the respondent offered possession to all the allottees including the complainant in the project on 24.12.2019 and initiated the process of possession formalities in clearance of outstanding due by the allottees. However, the possession



of the complainant was not being processed due to outstanding dues of Rs.10,71,901/- including accrued interest as on 31.12.2019. The complainant was given a final opportunity to make the balance payment on or before 21.10.2020 to avoid cancellation of allotment vide letter dated 07.10.2020.

- XIV. Thus, despite there being no obligation on the part of the respondent, the respondent still kept sending repeated reminders to the complainant for the pending payments which were the contractual and statutory obligation of the complainant. The respondent vide email dated 02.01.2021 informed the complainant that the allotment of his unit had been cancelled due to default in payment in terms of Clause no. 5(iii)(b) of the Affordable housing policy.
- XV. That the name of the complainant was also published in the "List of defaulters" on 07.10.2020 in the Hindustan Times (Main) – Gurgaon Edition, Hari Bhoomi (Delhi + Haryana Edition, Hindi), Aaj Samaj (Delhi NCR Edition, Hindi) to provide a final opportunity to remit up to date dues on or before 21.10.2020 in terms of clause 5(iii)(i) of AHP-2013. However, the complainant still failed to make the payment despite such repeated opportunities. He was further asked to submit all the original documents issued by the respondent of the flat along with a no objection certificate.
- XVI. The complainant tried to make the payment in 2021 even though the Occupation Certificate of the project had been issued on 17.12.2019 and possession was offered in the project including to the complainant on 24.12.2019. Hence, for such repeated defaults, the complainant was liable to pay interest on the delayed payments. Therefore, the interest of Rs.1,90,052/- including applicable tax thereof is not in excess and is to be paid by the complainant as a result of repeated defaults in his part.



XVII. Regarding the second issue raised by the complainant, the **Clause 4(v) of the AHP-2013** is reproduced hereinunder:

"(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."

Clause 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 is reproduced hereinunder:

"the responsibility for the maintenance and upkeep of all roads, open spaces, public park and public health services for a period of five years from the date of issue of the completion certificate unless earlier relieved of this responsibility and thereupon to transfer all such roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be"

XVIII. As already explained above, the Policy provided for a pre-defined rate to be charged by the Developers, whereby the Developers were required to develop an Affordable Housing Project and sell the constructed flats at a pre-defined rate and such rates were determined/ fixed in the Policy itself, thus not leaving a lot of room for making profit on the project.

XIX. First and foremost, it is submitted that the complainant is trying to mislead the Authority as Section 3(3)(a)(iii) of the Act only provides for the transfer of ownership of *all roads, open spaces, public parks and public health services free of cost to the Government or the local authority, as the case may be*. There is no bar on transfer of such services [i.e. all roads, open spaces, public park and public health services], *for maintenance to the "association of apartment owners" constituted under the Haryana Apartment Ownership Act 1983, from the date of grant of Occupation Certificate of the project*. However, the Policy, lays down certain



mandatory conditions that are required to be fulfilled before transfer of such services can be made by the developer to the association, for maintenance. The policy i.e., AHP-2013 under clause 4(v) provides for mechanism of transfer of such services to the Association of Apartment Owners, for maintenance not for ownership of such services. The provision for such a transfer under clause 4(v) of AHP-2013, for maintenance to project Association has been made so that the 'colonizers' do not have any control of such services forever either directly or indirectly and the control finally stands transferred to the 'Association of Apartment Owners' from the stipulated period of 5 years from the date of grant of Occupation Certificate, which only benefits to residential/commercial unit owners of the affordable housing projects.

- XX. It should also be noted that the policy provides maintenance *and upkeep of all internal roads, pavements, open spaces and periphery main sewer/water lines of the said Project* by the developer free of cost for a period of 5 years from the date of grant of Occupation Certificate, which as explained above, the respondent has already done dutifully for the mandatory 5 years already now (Respondent's duty to maintain expiring on 16.12.2024). In fact, by maintaining such services from the date of grant of Occupation Certificate and not from Completion Certificate of the project, greater benefit undeniably accrues to the home owners.
- XXI. The complainant by such false allegations is just trying to create confusion as any Developer under 'The Haryana Development and Regulation of Urban Areas Act' 1975, whether covered under AHP-2013 or not is required to provide maintenance and upkeep of the services duly defined under section 3(3)(a)(iii) of the Act, 1975 for a period of 5 years, which the present respondent of an affordable project has done. Further, instead of starting the maintenance from the issue of



Completion certificate, it started from the issue of Occupation Certificate as per the clause 4(v) of the Policy and instead of charging for it as provided under the Act, the respondent has provided it for 'free of cost'.

- XXII. Further, the fact that maintenance and upkeep of the said services would be provided as per the policy was already in the knowledge of the complainant from the commencement of the project i.e. from January 2016. It is submitted that the complainant executed the Flat Buyer's Agreement with the respondent on 29.01.2016. The said Agreement in Clause 15 and Clause 16 provides the respective scopes of Developer and that of the allottees regarding maintenance of the colony under clause 4(v) of the Policy and the cost of day-to-day running expenditure and consumption of utilities in the Project. The relevant provisions in the Flat Buyer's Agreements are reproduced hereinbelow:

"15. Maintenance of the said Project under clause-4(V) of the said Policy.
The Purchaser understands and agrees that in order to provide Free of Cost Maintenance by the Company under Clause-4(V) of the said Policy, the scope and responsibility of the company shall be to maintain and upkeep of all internal roads, pavements, open spaces and periphery main sewer/water lines of the said Project for the period of five years from the date of issue of part/full Occupation Certificate as the case may be. After which all the above mentioned services shall be transferred to the "Association of Apartment Owners" constituted under the Haryana Apartment Ownership Act-1983.

16. Cost of day to day running expenditure and consumptions of utilities.
The Purchaser understands & agrees & confirms that it shall be the responsibility of the Purchaser to manage & bear day-to-day running expenditure and cost of consumptions of utilities by whatever name called, in respect of any utilities, man power, consumables, common areas and services/facilities, water & electricity consumption charges, general incidental expenses, license's renewal fee(s) and any other Govt. fees/statutory taxes, insurance of said Building / said Project etc. from the date of offer of possession of said Flat by the Company. The Purchaser may simultaneously form "Association of Apartment Owners" while taking over possession of the said Flat to carry out and manage their above mentioned day-to-day affairs."

- XXIII. Thus, it is clear that the respondent was responsible to maintain and upkeep of all internal roads, pavements, open spaces and periphery main sewer/water lines of the said project, free of cost, for a period of 5 years from the issuance of part/full Occupation Certificate and not from the



date of issue of the completion certificate. It should also be noted that the Respondent even defined the scope of maintenance of the colony under clause 4(v) of the Policy in the Application Form, Allotment Letter and Flat Buyer's Agreement to further remove any confusion.

- XXIV. That the Application form, allotment letter and the flat buyer agreement have been executed by the complainant freely and with open eyes. The complainant has not created any issue with regard to the terms of the said documents, or alleged any coercion while executing the said documents, either at the time of execution of the said documents, or after the handing over of their respective units.
- XXV. It is a settled position of law that terms executed between the private parties with open eyes cannot be varied or reneged unilaterally at any cost, and permitting the same to be done, would have disastrous consequences for the commercial sector and will have a deleterious impact on economic growth of the country.
- XXVI. That the complainant was issued the Allotment letter on 01.01.2016 which also specifically provided for the terms and conditions of allotment *inter alia* regarding the maintenance of the colony under clause 4(v) of the Policy and day-to-day expenditure to be borne by the respondent and the allottee in Clause 20 and Clause 21 of the Flat Allotment Letters. The relevant provisions in the flat allotment letters are reproduced hereinbelow:

"20. In order to provide Free of Cost Maintenance by the Company under Clause-4(V) of the said Policy, it is clarified that the scope & responsibility of the Company shall be to maintain and upkeep of all internal roads, pavements, open spaces and periphery main sewer/water lines of the said Project for the period of five years from the date of issue of part/full Occupation Certificate as the case may be. After which all the above mentioned services shall be transferred to the "Association of Apartment Owners" constituted under the Haryana Apartment Ownership Act, 1983.

21. It is further clarified to the Allottee that it shall be the responsibility of the Allottees to manage & bear day-to-day running expenditure and/or cost of



consumptions of utilities by whatever name called, in respect of any utilities, man power, consumables, common areas and services/facilities, water & electric sub-meters, all other utilities consumption charges, general incidental expenses, various licenses renewal/NOC fee(s) and any other govt. fee(s)/statutory taxes, insurance of said Building / said Project etc. from the date of offer of possession of said Flat by the Company. The allottees may simultaneously form "Association of Apartment Owners" while taking over possession of the said flat to carry out their above mentioned day-to-day affairs."

- XXVII. That the period of five years from the date of grant of Occupation Certificate of the project is ending on 16.12.2024 from when the responsibility of the same would stand transferred to Authority of Owner's Association, due to which the complainant is now trying to misuse the process of law. For so many years, he was enjoying the Free of Cost Maintenance by the respondent under Clause-4(V) and was aware of the Clause 4(v) of the AHP-2013 and had agreed to the same in the Application Form, Allotment Letter and Flat's Buyer Agreement, however he never raised any objections up till now and hence, now he cannot be allowed to go back on his commitments and obligations. This same issue was even explained to the complainant at length by the respondent vide its letter dated 01.04.2024
- XXVIII. In view of the above, the complaint is *mala fide* and is just a means of exploiting the respondent and hence, it is submitted that the complaint should be dismissed with heavy costs in favour of the respondent and all reliefs sought by him should be rejected as well.
7. Copies of all the relevant documents have been filed and placed on the record. Their authenticity is not in dispute. Hence, the complaint can be decided on the basis of these undisputed documents and submissions made by the complainant.
- E. Jurisdiction of the authority**
8. The Authority has complete territorial and subject matter jurisdiction to adjudicate the present complaint for the reasons given below.

E.I Territorial jurisdiction

9. As per notification no. 1/92/2017-1TCP dated 14.12.2017 issued by Town and Country Planning Department, Haryana, the jurisdiction of Haryana Real Estate Regulatory Authority, Gurugram shall be entire Gurugram district for all purposes. 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

10. Section 11(4)(a) of the Act, 2016 provides that the promoter shall be responsible to the allottee as per agreement for sale. Section 11(4)(a) is reproduced as hereunder:

Section 11

.....

(4) The promoter shall-

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be;

11. 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 reliefs sought by the complainant:

- F.I Direct the respondent to refund the excess interest amount of Rs.1,90,052/- along with interest.**

12. In the present complaint, the complainant seeks a refund of Rs.1,90,052/-, alleged to have been paid in excess to the respondent on account of



delayed payment charges and taxes. The respondent, however, contends that the said amount was legitimately charged and does not constitute any excess payment. It is the respondent's submission that the charges arose as a consequence of repeated defaults committed by the complainant in making timely payments.

13. The Authority observes that the complainant had booked a unit in the project titled "AVL36GURGAON," situated in Sector 36, Gurugram, being developed by the respondent under the Affordable Housing Policy, 2013. The complainant was allotted Unit No. 1002 in Block-4, admeasuring 620 sq. ft. A Flat Buyer's Agreement was duly executed between the complainant and the respondent on 29.01.2016. Subsequently, the respondent obtained the Occupation Certificate from the competent authority on 17.12.2019, and the Conveyance Deed was executed in favour of the complainant on 16.11.2021.

14. It is a settled position that the financial obligations between the allottee and the promoter stand concluded upon the execution of the conveyance deed. Any claim pertaining to monetary adjustments or refunds ought to have been raised prior to the execution of the conveyance deed. Post-execution of the Conveyance deed, except for statutory entitlements, no further financial claims can be entertained. Once the conveyance deed has been executed and the accounts between the parties are deemed to have been settled, no further claim survives. Accordingly, no directions can be issued in this regard at this stage.

F.II. Direct the respondent to comply with Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 and Haryana Development and Regulation Of Urban Areas, 1976.

15. The complainant has stated that on 01.04.2024, the respondent issued a letter addressed to the President of the AVL36GURGAON Apartment Owners Association, wherein the respondent asserted that its



responsibility is limited to maintaining the services specified under Section 3(3)(a)(iii) free of cost, for a period of five years from the date of grant of the Occupation Certificate. Thereafter, the respondent stated that these services would be transferred to the Apartment Owners Association. The complainant contends that this stance is in contravention of Clause 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1976, and the Haryana Development and Regulation of Urban Areas Act, 1975.

16. The Authority is of the view that the complainant is seeking direction to the respondent to comply with the provisions of Section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975. However, since the complainant's unit falls within an affordable group housing project, it is governed by the Affordable Housing Policy, 2013, which operates as a special law in this regard. Clause 4(v) of the Affordable Housing Policy, 2013 is reiterated below:

" Clause 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.

17. In accordance with Clause 4(v) of the Affordable Housing Policy, 2013, the respondent is obligated to maintain the colony free of cost for a period of five years from the date of grant of the Occupation Certificate. The Policy also provides a mechanism for the transfer of maintenance services from the builder to the association of allottees. The respondent obtained the Occupation Certificate from the competent authorities on



17.12.2019. Accordingly, the five-year period terminates on 17.12.2024. The respondent's liability to provide free maintenance services to the allottees in the project extends only up to 17.12.2024, after which the responsibility rests with the Association of the allottees.

18. In the proceedings dated 28.05.2025, it was noted that the maintenance of the complex would be governed by the clarification issued by the Directorate of Town and Country Planning (DTCP) vide memo no. PF-27A/2024/3676 dated 31.01.2024. However, while making the detailed order, the Authority observes that the complex has already been handed over to the Association of Allottees, as the stipulated five-year period from the date of obtaining the Occupation Certificate has elapsed. Consequently, the respondent has fulfilled its obligations concerning the maintenance of the complex. It is now the responsibility of the Association of Allottees to provide maintenance services. Thus, in view of the above, no relief in this regard is made out.
19. Matter stands disposed of.
20. File be consigned to the registry.

Dated: 28.05.2025

HARERA
GURUGRAM

(Ashok Sangwan)

Member

Haryana Real Estate
Regulatory Authority,
Gurugram