



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

Date of decision:	16.10.2025
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Name of the Builder/ Respondent		CONSCIENT INFRASTRUCTURE PVT LTD		
Project Name		HABITAT 78, SECTOR -78, FARIDABAD.		
Sr. no.	Complaint no.	Title of the case	Appearance on behalf of the complainant (in person)	Appearance on behalf of the respondent (through VC)
1.	140 of 2024	Sanjukta Bhatt Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
2.	21 of 2024	Santosh Kumari Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
3.	22 of 2024	Sangeeta Rani Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.

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4.	2544 of 2023	Manoj Sharma Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
5.	2560 of 2023	Raj Bala Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
6.	2602 of 2023	Md. Saddam Hussain Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
7.	2605 of 2023	Sadia Naz Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
8.	2611 of 2023	Md. Shah Alam Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
9.	2614 of 2023	Megh Shyam Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.

10.	2628 of 2023	Jyoti Bala Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
11.	2641 of 2023	Alam Ara Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
12.	2668 of 2023	Manisha Rajmer Gupta Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
13.	2687 of 2023	Shahin Perveen Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
14.	2721 of 2023	Gurwinder Kaur Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
15.	2722 of 2023	Kulbier Singh Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bcc Edutech Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.

		3. M/S Urban Buildmart Pvt. Ltd.		
16.	2724 of 2023	Mohammad Salman Usmani Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
17.	2768 of 2023	Manish Bhatia Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.
18.	2777 of 2023	Aqeel Ahmad Vs 1. Conscient Infrastructure Pvt. Limited 2. M/S Bee Edutech Pvt. Ltd. 3. M/S Urban Buildmart Pvt. Ltd.	Adv. Mayank Aggarwal	Adv. Bhawna Thakur & Adv. Munish Kumar Garg.

CORAM:

Parneet Singh Sachdev	Chairman
Nadim Akhtar	Member
Dr. Geeta Rathee Singh	Member
Chander Shekhar	Member



ORDER (PARNEET SINGH SACHDEV - CHAIRMAN)

1. This order shall dispose of all the above captioned complaints filed by the complainants before this Authority under Section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as RERA, Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation & Development) Rules, 2017 for violation or contravention of the provisions of the Act of 2016 or the Rules and Regulations made thereunder, wherein it is inter-alia prescribed that the promoter shall be responsible to fulfill all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.
2. The core issues, nature and facts emanating from the above captioned complaints are similar in nature and relates to same project of the respondent namely "Habitat Residences". The fulcrum of the issue involved in all the cases is same. Therefore, Authority by passing this common order shall dispose of all the captioned complaints. Complaint No. 140/2024 titled as "Sanjukta Bhatt vs. Conscient Infrastructure Private Ltd." has been taken as the lead case.

A. UNIT AND PROJECT RELATED DETAILS

3. The particulars of the project, the details of 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 table:

S.No.	Particulars	Details
1.	Name of the project	Habitat 78
2.	RERA registered/ not registered	Registered
3.	Unit no.	A3-208
4.	Unit size	485.48 sq ft. of carpet area
5.	Nature of the project	Affordable Group Housing Project
6.	Date of booking	02.02.2019 (as per page no.9 of complainant pleadings)
7.	Date of builder buyer agreement	25.06.2019
8.	Possession clause in BBA	Clause 8.1- POSSESSION "That the Company shall, under normal conditions, subject to force majeure circumstances, complete the construction of the Said Project in which the Said Apartment is to be located within 4 (four) years from approval of building plans or grant of environmental clearances whichever is later, as per the said sanctioned plans and specifications seen and accepted by the Allottee with such additions, deletions, alterations, modifications in the layout, tower plans, change

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		<i>in number, dimensions, height, size, area, nomenclature, etc. as maybe undertaken by the Company as deemed necessary by it in terms of the applicable law and/or as may be required by any competent authority to be made in them or any of them. To implement all or any of these changes, supplementary sale deed(s) agreements), if necessary will be executed and registered by the Company”.</i>
8.	Total sale consideration	₹21,51,264/- (as per page 9 of complainant pleadings)
9.	Amount paid by complainant	₹24,84,812/- (as per page no. 9 of complainant pleadings)

B. FACTS OF THE COMPLAINT

- Facts of the present complaint are that the complainant, while searching for a residential accommodation for his family, came across the brochure of the respondents who are engaged in real estate business under the name and style of M/s Conscient Infrastructure Pvt. Ltd. and its associates. The respondents are builders and developers engaged in developing various residential and commercial projects in Gurugram and Faridabad. The said company was granted License No. 15 for development of an Affordable Housing Project at Sector-78, Faridabad,

and the building plans for the project were duly approved on 06.04.2017.

4. That pursuant thereto, the respondents launched an affordable housing scheme under the name "Habitat 78", Faridabad, representing through advertisements and brochure that the project would be constructed with world-class infrastructure by a team of ace architects and structural designers. Believing such representations, the complainant applied for a 2 BHK unit for a total sale consideration of ₹21,51,264/-. A copy of the brochure has been annexed as **Annexure P/1**.
5. That as the said project was covered under the Haryana Affordable Group Housing Policy dated 19.08.2013, the promoter/developer was obligated to maintain the society for a period of 5 years without charging anything from the allottees. The master plan of the society, as per the brochure, included amenities such as Basketball Court, Badminton Court, Kids Play Area, Open Gym, Yoga Centre, Jogging Track, STP, UGT and Electric Sub-Station, the cost of which stood included in the apartment price.
6. That the project was granted Environment Clearance on 19.07.2017 vide Letter No. SEIAA/HR/2017/468. Thereafter, the complainant was allotted Apartment No. A3-208 (2 BHK, 2nd Floor, Tower A3) and deposited a booking amount of ₹99,000/-. Subsequently, a Buyer's



Agreement was executed between the parties on 25.06.2019, wherein possession was to be handed over within 4 years from the date of approval of building plans or Environment Clearance, whichever was later. A copy of the Buyer's Agreement is annexed as **Annexure P/3**.

7. That in April 2019, the Government reduced GST on Affordable Housing Projects from 18% to 12% and the respondents were obliged to refund 2% GST to the allottees. However, despite repeated requests, the respondents failed to transfer such refund benefit as mandated under Section 171 of the CGST Act, 2017. A calculation sheet is annexed as **Annexure P/2**.
8. That the due date of possession of the unit, calculated from grant of Environment Clearance, i.e., 19.07.2017, was 19.07.2021. However, the possession was delayed by the respondents. At the time of handing over possession, the respondents demanded and collected various illegal charges from the complainant including ₹26,972/- as user cum operating cost for 12 months, ₹23,340/- towards 33 KV Substation charges, ₹13,984/- as Electricity Connection charges, and ₹7,670/- as Prepaid Meter charges. The complainant was also compelled to sign an Indemnity-cum-Undertaking at the time of possession which had never been shared earlier.

9. That these charges were arbitrary and contrary to the Buyer's Agreement as well as the Haryana Affordable Group Housing Policy, 2013. The complainant submits that the cost of the 33 KV Substation stood included in the total sale consideration already paid. Further, the electricity meters provided are only sub-meters and not direct DIIBVN connections, and the actual market rate of such meters is only ₹1,750/- as per quotation of Sun Star Industries, annexed as **Annexure P/5**. Thus, exorbitant charges were illegally collected from allottees.
10. That the acts of omission and commission by the respondents, including false and misleading advertisements, levy of illegal charges and failure to refund GST, have caused financial loss, harassment and mental agony to the complainant. The complainant is, therefore, entitled to refund of the aforesaid illegal charges with interest, along with compensation for harassment. The complainant further affirms that the present matter is not pending before any court of law, tribunal, or authority.

C. RELIEFS SOUGHT

11. The complainant in her complaint has sought following reliefs:-
- i. To pass directions to the respondent to refund the amount charged as Maintenance/ operating cost i.e., Rs. 26972/- along-with interest @18% to the Complainant as same being barred



under Affordable Housing Scheme and further to stop charging the same for a period of 5 years from date of possession.

- ii. To pass directions to the respondent to refund the amount charged for 33 KVA sub-station i.e., Rs. 23,340/- as same being not part of Buyer's Agreement along-with interest @18%.
- iii. To pass directions to the respondent to refund the excess amount charged for Electricity connection i.e., Rs. 13,984/- and Electricity sub-meter i.e., Rs. 5920/- along-with interest @18%.
- iv. To pass directions to the respondent to refund the GST rebate of 2% as per government norms along-with interest @18% as per (Annexure P-2).
- v. To pay compensation to the tune of Rs. 1,00,000/- for causing harassment, mental agony to the Complainant and for indulging practices against the provisions of RERA Act 2016.
- vi. To pay Litigation Charges to the tune of Rs. 50,000/-

D. REPLY SUBMITTED ON BEHALF OF ALL THE RESPONDENTS.

On 27.05.2024, Id. counsel for the respondent on behalf of respondent no. 1, filed a detailed reply to the complaint wherein:

12. The respondent vehemently denies the false, frivolous, and baseless allegations raised by the Complainant in the captioned Complaint.

Nothing stated in the Complaint shall be deemed to have been admitted by the Respondent unless specifically admitted herein.

13. That before adverting to the para-wise reply, the respondent craves leave to place the following Preliminary Objections:

(a) That the complainant has not approached this Hon'ble Authority with clean hands and is guilty of suppressio veri and suppressio falsi. The Complaint is an afterthought and deserves outright dismissal.

(b) That the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu vs. Jagannath [(1994) 1 SCC 1] has categorically held that a litigant must approach the Court with clean hands. The Complainant has concealed material facts to mislead this Hon'ble Authority and obtain favourable orders, which disentitles him to any relief.

(c) That the Complainant has impleaded M/s BCC Edutech Pvt. Ltd. and M/s Urban Buildmart Pvt. Ltd. as parties, whereas the said entities have already merged with Respondent No. 1, namely M/s Conscient Infrastructure Pvt. Ltd., and thus have no independent existence.

14. Respondent is a reputed Real Estate Company, duly incorporated under The Companies Act, 1956 (and applicable provisions of the Companies Act, 2013), and engaged in the business of real estate development and

has developed the Affordable Housing Project "Habitat 78" at Village Faridpur, Sector-78, Faridabad, Haryana, duly registered with HARERA, Panchkula vide Registration No. 78 of 2017. A copy of the Registration Certificate dated 22.08.2017 is annexed as **Annexure R-2**.

15. That the Respondent duly obtained building plan approvals vide Memo dated 06.04.2017 and revised approval dated 08.09.2017, and subsequently advertised the project in the Navbharat Times (Delhi-NCR edition) dated 10.09.2017, providing complete details of approvals, project site, unit types, total cost, specifications, and eligibility criteria under the Haryana Affordable Housing Policy, 2013. A copy of the advertisement is annexed as **Annexure R-3**.
16. That the project offered two types of residential units: (i) 2BHK Units of 485.48 sq. ft. carpet area with 100.62 sq. ft. balcony area and one two-wheeler parking; and (ii) 2BHK + Utility Units of 629.75 sq. ft. carpet area with 101.08 sq. ft. balcony area and one two-wheeler parking. The allotments were finalized through a transparent draw of lots in the presence of the Deputy Commissioner, STP, DTP, a representative of the Respondent Company, and prospective allottees.
17. That thereafter, Builder Buyer Agreements (BBAs) were shared with allottees, including the Complainant, setting out complete terms and conditions. The Complainant was given 45 days to review the BBA,



seek clarifications, and only after being fully satisfied, executed the same. The BBA was duly registered with the Sub-Registrar. The relevant clauses of the BBA expressly provide that:

- i. The Allottee had inspected the site, documents, approvals, and satisfied himself before applying.
 - ii. Each Allottee was entitled to only one two-wheeler parking as per Policy.
 - iii. Additional charges such as electricity connection charges, meters, service lines, substation equipment, etc., were to be borne by the Allottee on a pro-rata basis.
18. All present and future taxes, levies, cess, GST, or statutory dues were payable by the Allottee as per actuals, even retrospectively, and formed part of unpaid sale consideration if not paid. Thus, the Complainant cannot now allege that such terms were onerous, having consented to them after due opportunity.
19. That the payment plans for the project were in strict conformity with the Affordable Housing Policy, 2013. The project was duly recognized by leading nationalized and private banks/NBFCs for loan facilities. Clause 20 of the BBA clearly records that the Allottee's obligation to purchase the unit is not contingent upon obtaining finance, thereby making the complainant independently bound to honour his contractual obligations.

20. That as per Clauses 8.1 and 8.2 of the BBA, possession was to be offered within four years from the date of building plan approval or environmental clearance, whichever was later, subject to force majeure. The Respondent received Environmental Clearance on 19.07.2017. Due to COVID-19 restrictions, HARERA Panchkula vide notifications dated 26.05.2020 and 02.08.2021 granted extension of time. Copies are annexed as **Annexure R-4**. Despite these challenges, the respondent applied for Occupation Certificate on 04.06.2021 and was granted the same on 31.12.2021, well within time. Copies are annexed as **Annexure R-5**.
21. That the project comprises 1121 units, of which 1091 have already been handed over and around 733 families are residing in the project, thereby demonstrating timely completion and delivery.
22. That under Clause 12.4 of the BBA, maintenance of common areas/facilities was to be undertaken by the Respondent/Maintenance Agency for 5 years from Occupation Certificate, after which it would be handed over to the Association of Allottees. The Respondent is not charging any fee for maintenance, except user charges-cum-operating costs towards actual operational expenses such as housekeeping and consumables.

23. That the Department of Town & Country Planning, vide Clarification dated 31.01.2024, has also affirmed that under the Affordable Housing Policy, 2013, only mandatory services are to be provided free of cost, whereas utility charges can be levied on actual consumption basis. Thus, the charges levied by the respondent are legal and in consonance with Policy and BBA terms. Copy of the clarification is annexed as **Annexure R-6.**
24. That the complainant was allowed to inspect the unit and project periodically. During COVID restrictions, the respondent made prior arrangements for systematic inspection with due regard to safety. Hence, allegations to the contrary are meritless.
25. That in view of the above, the respondent has acted strictly in accordance with law, Policy, and BBA terms. The Complaint is frivolous, baseless, and filed with mala fide intent to prejudice this Hon'ble Authority against the Respondent. The complainant has failed to substantiate any claim with documentary evidence, and the complaint is liable to be dismissed. Moreover, in reply to the list of dates filed as Appendix-C, the respondent states that insofar as the dates are matters of record, no response is required.



E. ADDITIONAL APPLICATION FILED BY THE COMPLAINANT
SEEKING AMENDMENT OF THE COMPLAINT

L.d. counsel for the complainant filed the present application seeking amendment of the complaint on 08.04.2025. During the course of hearing, the complainant did not substantiate the grounds of the application or given any proper submissions with respect thereto. L.d. counsel for the complainant, in the application, averred as follows:

26. Vide present application, the complainant seeks indulgence of this Authority to amend the original complaint with respect to reliefs claimed qua alleged illegal charging/non-refund of GST by the respondent promoter. It is submitted that in the original complaint, the complainant had claimed refund of 2% GST under the impression that the applicable rate on Affordable Housing Projects was reduced from 18% to 12% w.e.f. 01.04.2019. Subsequently, the complainant has pleaded that vide notification the GST was actually reduced from 8% to 1% w.e.f. 01.04.2019, and since the respondent did not exercise option to continue under the old regime, it automatically shifted to 1% regime. On this basis, the complainant seeks amendment in certain portions of the complaint, namely:



- i. List of Dates & Events (Sr. No. 7)- to be replaced reflecting change from 8% to 1% GST, and continued charging of 8% thereafter.
- ii. Brief Facts (Paras 6 & 10) – to be replaced, narrating that respondents wrongfully charged GST @ 8% even after 01.04.2019, resulting in excess recovery of ₹1,32,502/- instead of ₹18,930/-.
- iii. Issues to be decided (Issue No. 5) – to be replaced as “Whether respondents are deficient in overcharging GST rebate to complainants or not?”
- iv. Relief Sought (Relief No. 4) – to be replaced with “Refund of excess GST of ₹1,32,502/- along with interest @ 18%.”
- v. Annexure P/2 – to be replaced with revised calculation sheet (Annexure P/2A) based on the notification.

27. It has been averred that the amendment does not bring any new cause of action but only seeks to rectify a bona fide mistake based on government notification, and is necessary for proper adjudication of the complaint. It is also stated that no prejudice shall be caused to the respondent if the amendment is allowed, whereas irreparable loss would be caused to the complainant if the same is rejected.



Further, the respondent has also been afforded opportunity to file its reply to the said application as follows:

**F. REPLY TO THE APPLICATION FILED BY THE
COMPLAINANT SEEKING AMENDMENT OF THE
COMPLAINT**

28. Ld. counsel for the respondent no.1 filed reply to the above-mentioned amendment application on 05.08.2025 and submits that the present application for amendment preferred by the complainant is bogus, baseless, frivolous and an abuse of process of law, as the amendments sought are not tenable at such a belated stage. Further, he mentioned the following points in the said reply:

- i. **Barred by Limitation** – The proposed amendment is based on GST Notification dated 19.03.2019, which was well within the knowledge of the complainant. The original complaint was filed only on 07.02.2024 without raising any such plea. At this advanced stage, the complainant cannot be permitted to introduce new grounds under the garb of amendment, as the same is barred by limitation. Section 88 of the RERA Act, 2016 makes it clear that the provisions of RERA are in addition to, and not in derogation of, other laws, including the Limitation



Act, 1963. Hence, the complainant cannot bypass limitation by filing such belated amendment.

- ii. **Knowledge of Notification** – The complainant had already paid GST prior to the notification and was fully aware of the same. Therefore, the plea of having obtained such knowledge through RTI at a later stage is untenable.
- iii. **Respondent's Option under GST Regime** – As per law, promoters were given an option to continue under the old GST regime. Respondent No.1 opted to continue charging GST @ 8% for uniformity and because the project was already near completion. This decision was taken in accordance with law and duly exercised, hence the complainant cannot dictate the company to switch to 1% regime.
- iv. **Outside Jurisdiction of RERA** – The issue of applicability and implications of GST falls within the domain of GST authorities/tribunals and not within the jurisdiction of this Authority. Therefore, such reliefs cannot be adjudicated under RERA proceedings.
- v. **Issue Already Settled** – The Hon'ble National Anti-Profiteering Authority in Case No. 33/2019, Hermeet Kaur Bakshi vs. Conscient Infrastructure Pvt. Ltd. (decided on 24.05.2019) has



already upheld that respondent's charging of GST @ 8% was correct. Once a competent adjudicating authority has settled the matter, the complainant cannot re-agitate the same issue before this Authority.

- vi. **Serious Prejudice to Respondent** – Allowing such amendments at the stage when the matter is already fixed for final arguments would cause serious prejudice to the respondent, delay the proceedings, and introduce a new cause of action which is not permissible.

Accordingly, as per the ld. counsel for respondent no. 1, the application deserves to be dismissed in limine.

G. ARGUMENTS OF LEARNED COUNSEL FOR COMPLAINANT AND RESPONDENTS

29. During the course of oral arguments, both parties reiterated the submissions already advanced in their respective pleadings and relied upon the documents placed on record. All pleadings, submissions, and documents filed by both sides have been duly taken on record and considered by the Authority.

H. ISSUES FOR ADJUDICATION

30. Whether the complainant is entitled to the relief claimed by the complainant in terms of provisions of RERD Act of 2016?



I. OBSERVATIONS AND DECISION OF THE AUTHORITY

31. It is clarified that the present order is being passed against respondent no. 1 only, as none of the reliefs have been specifically pressed by the complainants against respondent nos. 2 and 3, nor has any clarification or documentary evidence been furnished explaining their role, involvement, or relationship with respondent no. 1. During the course of proceedings, ld. counsel for the respondent in a few of the captioned matters orally submitted that respondent nos. 2 and 3 have merged with respondent no. 1, and that the reply has been filed on behalf of all three respondents collectively. However, despite specific directions issued in interim orders to place on record appropriate documentary proof substantiating the alleged merger, no such evidence has been filed by the respondents till date. Accordingly, in the absence of any supporting documentation, the Authority proceeds to pass the present order only against Respondent No. 1.
32. Authority has carefully perused the pleadings on record, the documents filed by the parties, the submissions advanced at the hearings and the rival contentions. The matter was listed for hearing on multiple occasions and the complainant was repeatedly directed to file concrete documentary proof of payment (receipts with dates) in support of the refund claims. Despite repeated opportunities (6-7 hearings), the



complainant has failed to file the requisite proof of payments as required in either of the captioned bunch of cases.

33. The reliefs claimed by the complainant have been considered by the Authority one by one in the light of the pleadings, the contractual terms incorporated in the BBA and the User-Charges Agreement, statutory/administrative clarifications placed on record by the parties and the documentary material actually placed before the Authority. The Authority deals with each relief as under:

Relief (i): Refund of Maintenance / Operating Cost (₹26,972) and cessation of charging for five years.

34. The complainant contends that the amount charged as “user cum operating cost” (₹26,972 for 12 months) is barred under the Haryana Affordable Group Housing Policy and therefore the same ought to be refunded and further charging stopped for a period of five years from possession. The respondent has produced the User-Charges / Operating Cost Agreement dated 26.03.2022 executed between the parties. Clause 2 of that Agreement expressly records that maintenance of common areas and specified services shall be free for five years from grant of Occupation Certificate but the Company shall be entitled to recover the actual operational and running costs/expenses incurred in providing

facilities for common use; Clause 2(h) specifically provides that utility costs for common areas (including electricity, water, common area power backup, manpower costs etc.) shall be proportionately borne by the allottees and shall form part of the operating charges invoice. Clause 12.4 of the BBA similarly records that, for a period of five years from the date of Occupation Certificate, the allottee shall be liable to pay water charges and common area electricity charges to the Company/maintenance agency.

35. The Authority therefore finds that the contractual matrix (BBA and the subsequent User-Charges Agreement) contemplates recovery of operational/utility costs on a pro-rata/actuals basis from the allottee. The mere label "maintenance" or the assertion that the project is an affordable housing scheme does not ipso facto render all operational/utility recoveries illegal when the agreements executed by the allottee specifically envisage such recoveries.
36. Further, In the captioned complaint no's. 140/2024, 2668/2023, 2560/2023, 2722/2023, 2605/2023, 2628/2023, 2641/2023, 21/2024, 2687/2023, 22/2024, and 2721/2023, the complainant, on 29.09.2025, has placed on record certain documents. Some of them are receipts that reflect some payments. The complainant claims that these reflect User Cum Operating Cost and Interest-Free Operating Cost Security Deposit

(IIFOCSD). However, a perusal of the receipts shows that they do not reflect the exact amounts paid towards the User cum Operating Costs. This, in no manner substantiate the refund claims. In the absence of clear proof of payment, the Authority is not in a position to determine the amounts in question, making an adjudication impossible.

37. In view of the foregoing, Authority is of the view that relief (i) for refund of ₹26,972 and direction to cease charging for five years is not sustainable. The claim is contrary to the express contractual terms and, in any event, is not supported by evidence of payment. Relief (i) is therefore rejected.

Reliefs (ii) & (iii)- Refund of 33 KVA sub-station charge (₹23,340), Electricity connection charge (₹13,984) and Sub-meter (₹5,920).

38. The complainant seeks refund of amounts alleged to have been charged for the 33 KVA sub-station, electricity connection, and sub-meter. Authority relies on Clauses 3.6, 3.7 and 3.8 of the BBA which expressly provide that the 'Total Cost' does not include electric connection charges, electric and water meters, service lines, sub-station equipment and similar infrastructure, and further provide that electric connection charges will be charged extra as per actuals and the allottee shall pay such charges on a pro-rata per sq. ft. basis as demanded by the Company,



39. Therefore, Authority observes that the BBA, read harmoniously, clearly envisages that sub-station related costs and electric connection related costs are separate and recoverable from the Allottee on actuals. Again, in the captioned complaint no's. 140/2024, 2668/2023, 2560/2023, 2722/2023, 2605/2023, 2628/2023, 2641/2023, 21/2024, 2687/2023, 22/2024, and 2721/2023, the complainant, on 29.09.2025, has placed on record receipts reflecting cumulative payment towards the electricity connection charges, 33 KVA sub-station charges and pre-paid meter charges. However, there is no clarity or bifurcation indicating the exact amount paid towards each of the charges rendering such receipts insufficient to substantiate the refund claim.
40. For the aforesaid reasons- (a) the express contractual provisions permitting recovery of such charges; and (b) the absence of sufficient documentary proof of payment- the Authority is not persuaded to direct a refund in respect of reliefs (ii) and (iii). These reliefs are therefore rejected for want of both legal foundation and evidentiary support.

Relief (iv) — Refund of GST rebate (originally claimed as 2% / amended claim based on notification)

41. The complainant has sought refund of excess GST allegedly charged by the Respondent after 01.04.2019. The Respondent, on record, has placed reliance on orders/clarifications including the report and order passed by

the Directorate/Anti-Profitteering Authority and other GST material; Respondent further contends that the issue of applicability of GST and the quantum claimed has already been considered and decided by the appropriate authority in proceedings that culminated in an order (National Anti-Profitteering Authority matter dated 24.05.2019) in which the Respondent's charging of GST was upheld.

42. The Authority observes that disputes concerning the applicability of GST, entitlement to rebate/adjustment and analogous tax issues fall primarily within the jurisdiction of GST administration/Anti-Profitteering Authority and the specialised tribunals established under the Central Goods and Services Tax Act and allied legislation. In the present matter the Respondent has placed on record material to demonstrate that the national Anti-Profitteering Authority has adjudicated substantially similar contentions and recorded findings in favour of the Respondent.
43. In addition, the Authority notes that, even on merits, the complainant has not established with contemporaneous evidence that (i) any specific statutory entitlement has been violated in the case of the complainant; and (ii) the Respondent failed to exercise or communicate correctly any option available under the GST regime- facts which would be necessary for this Authority to entertain such a tax-centric relief. Further, given the specialized forum and the existence of prior adjudication on the subject,

this Authority is neither the appropriate forum nor is it equipped to re-determine complex GST/anti-profiteering issues.

44. Consequently, relief (iv) seeking refund of GST rebate is not entertained by this Authority. The complainant is at liberty to pursue remedy, if any, before the National Anti-Profiteering Authority / GST authorities or appropriate judicial forum having jurisdiction in tax matters.

Reliefs (v) & (vi) — Compensation (₹1,00,000) and Litigation charges (₹50,000)

45. The complainant has sought compensation for harassment and mental agony and litigation charges. In this regard it is observed that Hon'ble Supreme Court of India in Civil Appeal Nos. 6745-6749 of 2027 titled as "**M/s Newtech Promoters and Developers Pvt. Ltd. V/s State of U.P. & Ors.**" has held that an allottee is entitled to claim compensation & litigation charges under Sections 12, 14, 18 and Section 19 which is to be decided by the learned Adjudicating Officer as per section 71 and the quantum of compensation & litigation expense shall be adjudged by the learned Adjudicating Officer having due regard to the factors mentioned in Section 72. The adjudicating officer has exclusive jurisdiction to deal with the complaint in respect of compensation & legal expenses. Therefore, the complainant is advised to approach the Adjudicating Officer for seeking the relief of litigation expenses and compensation.



46. For the foregoing reasons, the Authority does not grant reliefs (v) and (vi) in the present complaint and directs that any claim for compensation / litigation charges be pursued before the Adjudicating Officer, if so advised.
47. Further, Authority notes with concern that Id. Counsel for the complainant has placed on record additional documents on 29.09.2025, comprising receipts of payments in all the above-captioned matters except Complaint No. 2602/2023. Upon perusal, it is observed that in one of the cases, the receipts are not legible; in a few others, identical or replicated receipts appear on record; and in the remaining cases, though receipts bear dates, the amounts reflected therein do not reconcile with the figures claimed as refund in the complaints. Even accepting the authenticity of the receipts at face value, they are inadequate and of insufficient probative value to sustain an order for refund, as there is (i) no clear reconciliation showing that the receipts correspond precisely to the disputed invoices or charges, (ii) replication of receipts across multiple complaints, undermining their evidentiary reliability, and (iii) absence of corroborative proof such as bank statements, ledger entries, or acknowledged invoices linking the payments to the respondent and the specific heads of claim.
48. On merits, the Authority has already examined the contractual matrix, particularly Clauses 3.6, 3.7, and 3.8 of the Builder Buyer Agreement

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and Clause 2/2(h) of the User Charges/Operating Cost Agreement, and observed that the impugned recoveries fall within the ambit of lawfully recoverable charges on an actual or pro-rata basis. The mere filing of receipts- especially when duplicated, partly illegible, or inconsistent with the relief amounts, cannot override the respondent's contractual entitlement. The complainant has also failed to demonstrate that such charges were unlawful or contrary to the agreement or statute. Permitting any refund based on such belated, inconsistent, and non-reconciling receipts would lack evidentiary justification and may result in double recovery, thereby causing prejudice to the respondent. The receipts filed after repeated opportunities do not cure the fundamental deficiencies earlier recorded by the Authority.

49. Accordingly, the additional receipts filed on 29.09.2025, in view of their illegibility, duplication, inconsistency, and lack of reconciliation or corroboration, are held insufficient to be able to substantiate claim of the complainant.
50. In the absence of credible documentary proof of payment and considering the contractual provisions permitting recovery of the impugned charges, Authority observes that the complainant has not substantiated the monetary reliefs claimed, rendering such reliefs unsustainable.
51. For the reasons recorded above—namely (i) the contractual provisions



permitting recovery of operational and electricity-related charges, (ii) absence of credible proof of payment by the complainant, and (iii) the fact that GST and anti-profiteering issues lie within the jurisdiction of the respective statutory authorities, Authority finds no ground to grant the refund or any monetary reliefs sought by the complainant.

52. Accordingly, the complaint stands **disposed of** on account of non-prosecution and non-filing of sufficient documentary proof required for adjudication of the refund claims.

File be consigned to the record room after uploading of this order on the website of the Authority.


CHANDER SHEKHAR
[MEMBER]


DR. GEETA RATHEE SINGH
[MEMBER]


NADIM AKHTAR
[MEMBER]


PARNEET S SACHDEV
[CHAIRMAN]