



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

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| Complaint No.: | 1060 of 2024 |
| Date of Filing: | 29.08.2024 |
| Date of First Hearing: | 15.10.2024 |
| Date of Decision: | 19.12.2025 |

Balraj Singh
R/o N-108, Flat No.C1, Street No.2,
Hargobind Enclave, Rajpur Khurd, Delhi.

....COMPLAINANT

VERSUS

Amolik Residency LLP
14/3, Main Mathura Road,
Faridabad, Haryana

....RESPONDENT

CORAM: **Sh. Chander Shekhar** **Member**

Hearing: 5th

Present: - Mr. Balraj Singh, Complainant through VC.
Mr. Neeraj Goel, Advocate for the Respondent through VC.

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ORDER

Present complaint has been filed on 29.08.2024 by the complainant under Section 31 of the Real Estate (Regulation and

Development) Act, 2016 (for short Act of 2016) read with Rule 28 of the Haryana Real Estate (Regulation and 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 fulfil all the obligations, responsibilities and functions towards the allottee as per the terms agreed between them.

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, delay period, if any, have been detailed in the following table:

| S.No. | Particulars | Details |
|-------|------------------------------------|---|
| 1. | Name of the project | Amolik Sankalp Sector-85, Near SRS Chowk, Faridabad (Affordable Group Housing Colony) |
| 2. | Name of the promoter | Amolik Residency LLP |
| 3. | RERA registered /not registered | Registered. HRERA-PKL-FBD-148-2019 dated 10.09.2019 |
| 4. | DTCP License no. | 21 of 2019 |
| 5. | Licensed Area | 5.43125 acres |
| 6. | Unit No. | Flat No.1202, Type-C1, 12 th floor, Tower-5 |
| 7. | Unit Area | 645.840 sq. ft. |
| 8. | Date of Allotment | 06.01.2020 |
| 9. | Date of Builder Buyer Agreement | 09.06.2020 |

| | | |
|-----|-------------------------------------|--|
| 10. | Due Date of offer of Possession | 12.02.2024 (48 months from commencement date-12.02.2020) |
| 11. | Possession Clause in BBA | Clause 5.1.1 <i>"Subject to Clause 13 herein or any other circumstances not anticipated and beyond the control of the developer or any restraints/restrictions from any courts/authorities but subject to the purchaser having complied with all the terms and conditions of this agreement and not being in default under any of the provisions of this Agreement including but not limited to timely payment of the consideration and having complied with all provisions, formalities, documentations etc. as prescribed by the developer, the developer proposes to offer the handing over the physical possession of the flat to the purchaser within a period of forty eight (48) months from the commencement date."</i> |
| 12. | Total sale consideration | ₹26,59,693/- |
| 13. | Amount paid by complainant | ₹26,59,693/- |
| 14. | Offer of Possession | 17.07.2024 |
| 15. | Date of Occupation Certificate | 16.07.2024 |
| 16. | Possession taken by the Complainant | NO |

B. FACTS OF THE COMPLAINT

3. Facts of the complaint are that the complainant had booked a flat in the project of the respondent namely; Amolik Sankalp situated in Faridabad by making payment of ₹1,33,000/- on 15.10.2019, following which allotment letter for flat no.1202, 12th Floor, Type C1, Tower 5 having area 645.840 sq. ft was issued in favor of the complainant. The Builder Buyer Agreement was executed between the parties on 09.06.2020. As per the terms of Clause 5.1.1 of Builder Buyer Agreement, the possession was supposed to be delivered within 48 months from date of commencement (12.02.2020) i.e. up to 12.02.2024.

4. The complainant has paid an amount of ₹26,59,693/- against total sale consideration of ₹26,59,693/-. The builder/respondent sent the demand for the due instalments as per Builder Buyer Agreement and as laid down by the Affordable Housing Policy, 2013. All the installments were paid to the promoter/respondent in time. The complainant has already paid 100% of total sale consideration as per the demand letter.

5. The builder/respondent obtained an occupation certificate on 16.07.2024 for 13 towers inclusive of the tower in which the complainant's flat is located. A letter for offer of possession and demand letter dated 17.07.2024, attached as Annexure-1, was received stating that the builder/respondent has obtained the occupation certificate and invited the complainant to submit the documents and charges.

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6. The detailed Demand is shown in table below:

| S.No. | Description of Charges | Amount (₹) |
|-------|---|------------|
| 1 | 33 KV Charges | 21,240/- |
| 2 | Bulk Electricity Charges | 45,180/- |
| 3 | Common Area Backup Charges | 17,700/- |
| 4 | Electricity connection charges(Additional Load) | 23,600/- |
| 5 | External Electrification Charges | 30,120/- |
| 6 | Fire Fighting Charges | 40,160/- |
| 7 | IFMS Flat | 50,200/- |
| 8 | Smart Electric Meter Charges | 13,570/- |
| 9 | Utility Connection Charges | 30,120/- |
| 10 | Interest as on 17.07.2024 | 9,180/- |
| Total | | 2,81,071/- |

7. That the demand raised by the respondent is against the Affordable Housing Policy rules and as per letter dated 01.10.2018 issued by Director, Town and Country Planning, Haryana attached as Annexure-2.

C. RELIEF SOUGHT

8. The complainant in his complaint has sought following reliefs:-

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- i. The charges demanded against 33KV charges, Bulk Electricity Charges, Common area backup charges, Electricity connection charges (Additional load), External electrification charges, Fire fighting charges, IFMS flat, Smart electric meter

charges and Utility Connection charges raised by respondent should be cancelled.

ii. There should be zero interest.

iii. The respondent should issue a Possession letter, NOC and handover physical possession of the flat as early as possible to the complainant.

D. REPLY SUBMITTED ON BEHALF OF RESPONDENT

Learned counsel for the respondent filed a detailed reply on 26.05.2025 pleading therein:

9. That the respondent is a Limited Liability Partnership incorporated under under the Companies Act, 1956 and applicable provisions of Companies Act, 2013 and rules thereon, vide CIN AAN-0213, having its registered office at IInd Floor, 14/3, Mathura Road, Near PNB Mewla Maharajpur, (In front of Mewla Maharajpur Metro Station), Faridabad-121003. The Respondent is engaged in the business of real estate development.

10. That the respondent in terms of the Haryana Government Affordable Housing Policy, 2013 dated 19.08.2013 (hereinafter referred to as the "said Policy") developed a residential project in the name and style of "Amolik Sankalp", situated at revenue estate of the Sector 85, Faridabad, Haryana and the same is duly registered with the Hon'ble Real Estate

Regulatory Authority, Panchkula vide Registration No. HRERA-PKL-FBD-148-2019. A true copy of the said Registration Certificate is annexed herein as Annexure R-2.

11. The respondent for the said project had received the Environmental Clearance on dated 12.02.2020 and building plan was provisionally approved vide memo No. 30290 dated 30.11.2021 and revised building plan approved vide memo No. ZP1343/AD(NK)/2022/10069 dated 13.04.2022 after objections by the office of Department of Town and Country Planning Haryana. True copies of the said Environmental Clearance dated 12.02.2020 and Building Plan Approval dated 13.04.2022 are annexed herein as Annexure R-3 and R-4 respectively. Accordingly, the completion date of the said project in question as per the Affordable Housing Policy comes out to be 13.04.2026 as 4 years from the date of Building Plan Approval.

12. That the respondent had floated the advertisement for the Project Amolik Sankalp in Leading newspaper in Delhi-NCR, which is a widely circulated newspaper. In the said advertisement, the brief details of the said project were publicized for the information of the general public which included the details pertaining to the Project Approvals, Project site, details of the type of apartments/flats offered to prospective buyers, apartment/flat's total cost (according to the type of apartment/flat) booking amount, apartment specifications, eligibility criteria and other relevant information. The aforementioned details were published by the respondent in accordance with

the said Policy to provide opportunity to the general public to avail the benefit of the said policy i.e., Haryana Government Affordable Housing Policy, 2013. True copy of the said Policy is annexed herein as Annexure R-5.

13. It is stated that the applications for purchase of apartments/flats were open to the general public and the allotment was subject to applicants meeting the eligibility criteria as prescribed in the said Policy. The allotment was to be finalized through a draw of lots. The draw of lots was performed on different dates as per the said Policy in the presence of a committee consisting of the Deputy Commissioner, Senior Town Planner (Circle office), DTP of Faridabad and a representative of the respondent and the potential allottees

14. After the conclusion of the results of the draw of lots, respective allotment letters were issued by the respondent to the prospective allottees with detailed specifications such as the apartment number, type, floor, tower, size, balcony area and one two-wheeler parking in the said Project. Thereafter the respondent shared the copy of the Builder Buyer Agreement (BBA) with the complainant herein, which included all the terms and conditions of the allotment along with the specifications, layout plan, payment plans of the respective flat and other details pertaining to the said Project. The copy of the Builder Buyer Agreement is already placed on record along with the complaint.

15. That as per the terms and conditions of the BBA, the respondent under normal conditions subject to force majeure circumstances, was to

complete the construction of the said Project in which respective units of the complainant was located within four years from the date of approval of the building plans or grant of environmental clearances, whichever is later, as per the said sanctioned plans and specifications seen and accepted by the respective allottees. Accordingly, the respondent was able to complete the construction of the said Project within the stipulated time period and has also been granted Occupation Certificate dated 16.07.2024, followed by completion certificate dated 19.03.2025 both issued by Department of Town and Country Planning. True copies of the said Occupation Certificate dated 16.07.2024 and Completion Certificate dated 19.03.2025 are annexed herein as Annexure R-6 and R-7 respectively.

16. That in order to give more clarity on the issues raised by the complainant, the respondent placed reliance on the relevant Clauses of the BBA, which are Clause-11, Clause-2.5, Clause-2.4(c) and (d) and Clause-2.2.

17. That a harmonious and conjoined reading of the aforesaid clauses on payment of government taxes, inspection of project site, one two wheelers parking, additional charges of the BBA, clearly establishes that the respondent has acted in complete consonance with the terms of BBA, which has been duly signed and executed by the complainant, after perusing the terms and conditions therein. It is further stated that the complainant was provided 45 days to review the terms of the BBA and were afforded ample opportunity to contact the respondent, if he had any query or issue with the terms of the

BBA. The complainant being fully satisfied with the terms of the BBA had executed the same which is also placed on record. It is categorically stated that the complainant never raised any grievance with respect to the terms of the BBA to the respondent.

18. That a timeframe of 45 days is kept simply to give an opportunity to the buyer to thoroughly review the BBA and approach the developer to discuss the query, if any. In the present case, the complainant has wilfully consented to the terms and conditions stipulated in the BBA and therefore cannot take the plea that the terms and conditions were onerous. The complainant at the relevant time, raised no alleged grievances qua the terms of the BBA and simply raised such frivolous allegations in order to prejudice this Hon'ble Authority against the respondent.

19. That it is further stated that the complainant herein was provided with the payment plan which was designed in accordance with the said Policy and was annexed with the BBA which was executed between the respondent and the complainant for the flat allotted to him in the said Project.

20. It is stated that despite facing harsh Force Majeure circumstances, including the COVID-19 Pandemic, which circumstances were beyond the control of the respondent, the respondent completed the construction of the said Project and received the Occupation Certificate for the same on 16.07.2024. Thereafter the respondent issued an Offer of Possession dated 17.07.2024 along with Final Call Letter, calling upon the complainant to

clear his outstanding dues and come forth to take possession of the flat. It is stated that despite the issuance of the Offer of Possession, the complainant failed to come forth and clear all his outstanding dues and take possession of his flat.

21. That it is stated that the respondent has acted in complete consonance with the terms and conditions of the BBA, duly signed and executed by the complainant after perusing the terms and conditions therein. It is stated that every allottee was allowed to inspect the said Project and their Unit in a periodical manner. It is iterated that the respondent has acted strictly in terms of the BBA and the said Policy and any allegation to the contrary is benefit of merit.

22. That the cost for electricity infrastructure is the cost of bringing the 33KV infrastructure (i.e., creation of switching station, HT panels, outgoing and incoming feeder, civil structure, design, coordination, commissioning, supervision and Govt. fee charges etc.) from the nearest sub-station up to the internal infrastructure installed within premises. The 33KV sub-station is being developed as per the directions of Dakshin Haryana Bijli Vitran Nigam, Sales Circular No. D-14/2018 dated 27.03.2018. The said circular has been enforced after the formulation of HAHP 2013 and consequently, it becomes an exception to the external development charges inclusive in the restricted pricing of the Policy of 2013. A true copy of the said Circular dated 27.03.2018 is annexed herein as Annexure R-8. Further, in

accordance with the clauses of the BBA, the said charges are to be borne by the allottee separately and the same is permitted by the Department of Town and Country Planning, Haryana.

23. That even the RERA Gurugram in the matter of "Praveen Kumar Gupta Vs. Signature Global (India) Pvt. Ltd., RERA-GGM-427-2024", has held that the said relief does not fall under any of the provisions of the Act, 2016 and pertains to the jurisdiction of Hon'ble Haryana Electricity Regulatory Commission.

24. That the Hon'ble Authority in number of orders has held that no maintenance charges can be levied prior to offering possession or obtaining the Occupation Certificate (OC) and in the present case both the conditions have been met with.

25. The Hon'ble RERA Gurugram, in Complaint No. 3485 of 2023, directed the developer to charge maintenance/use/utility charges from the allottees on consumption basis, aligning with the DTCP's clarification dated 31.01.2024. A true copy of the said clarification dated 31.01.2024 is annexed herein as Annexure R-9. The complainant did not approach this Hon'ble Authority with clean hands and the present complaint is liable to be dismissed on this ground alone.

E. ARGUMENTS OF THE COMPLAINANT AND THE RESPONDENT

26. During oral arguments, ld. Counsels appearing on behalf of both parties reiterated the submissions/arguments as already submitted in their complaint and reply respectively. Further, learned counsel for the respondent stated that the respondent is ready to give physical possession after clearance of all the charges payable by the complainant.

F. ISSUES FOR ADJUDICATION

27. Whether the complainant is entitled to the reliefs sought or not? If yes, the quantum thereof.

G. OBSERVATIONS AND DECISION OF THE AUTHORITY

28. The Authority has gone through the rival contentions. In the light of the background of the matter as captured in this order and also the arguments submitted by both parties, the Authority observes as follows:

- (i) Admittedly, the complainant herein had booked the flat in respondent's project- 'Amolik Sankalp, Sector-85, Faridabad' by paying ₹1,33,000/- on 15.10.2019. Following which allotment of flat no.1202, 12th floor was issued in favour of the complainant on 06.01.2020. The Builder Buyer Agreement was executed between the parties on 09.06.2020 and in terms of Clauses 5.1.1 and 1.12, the respondent was supposed to deliver the possession within 48 months from the commencement date,

i.e., the date of obtaining Environment Clearance which comes out to be 12.02.2020. Accordingly, the deemed date of the possession in the present case works out to be 12.02.2024.

(ii) The factual position reveals that the respondent after obtaining an Occupation Certificate dated 16.07.2024 had issued an offer of possession with a demand letter to the complainant on 17.07.2024 which contains illegal demands of ₹2,81,071/-. In order to adjudicate this issue, the contents of offer of possession and demand letter dated 17.07.2024 is reproduced below for reference:-

"SUBJECT: Offer of Physical Possession

Reference: Unit No. 1202/C1/T5, Type-C1, Tower-5, "Amolik Sankalp", Sector-85, Faridabad, Haryana.

Dear Sir/Madam,

With utmost pleasure we would like to share that the Director General, Town and Country Planning (DTCP), Haryana, Chandigarh, has issued the requisite Occupation Certificate (OC) in respect to 13 towers and 103 shops of "Amolik Sankalp". We thank you for your incessant support in successful completion of the project Amolik Sankalp and we desire that you occupy and enjoy the possession of your unit.

We now formally present you this "OFFER OF POSSESSION" for your unit and invite you to take physical possession of your unit after clearing all formalities and clearance of dues.

For completing the formalities of the physical possession of your aforementioned allotted unit, you are requested to visit our office at 2nd Floor 14/3, Mathura Road, Near PNB Mewla Maharajpur, Faridabad, Haryana and contact Ms. Puneets Sharma at Mobile No. 9319096981/9319096978.

You will be required to complete all the formalities and submit the necessary documents prior to taking over the physical possession of the allotted unit.

Kindly note that any delay in completion of the said formalities and remittance of any outstanding dues shall attract interest and other charges as per agreed terms of Buyer's Agreement.

Please note that in case you have availed housing loans facilities from Bank/ Financial Institutions/your employer, you are required to furnish requisite NOC from the concerned institution before taking possession.

(iii) The content and language of the aforesaid document clearly reveals that the complainant was duly offered a proper offer of possession. No doubt that the offer was accompanied with a demand of ₹2,81,071/- which the complainant is objecting to. But it is not the case in hand where the respondent has offered the possession without completing the flat in question or without obtaining occupation certificate. There is no plea raised by the complainant pertaining to non-completion of flat or absence of any amenities at site. In general, the offer of possession is to be evaluated in two aspects; first is completion of the construction

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work alongwith receipt of necessary approvals/sanctions and second is the additional demand, if any. Herein, first aspect towards completion of the flat and receipt of occupation certificate stands complied with in entirety. In prevailing circumstances, it can be deduced that the complainant was offered a valid offer of possession on 17.07.2024 duly supported with Occupation Certificate dated 16.07.2024. It is the complainant who did not come forward to accept it due to the alleged unjustified demand of ₹2,81,071/-.

(iv) Now the grievance of the complainant which remains to be adjudicated regarding alleged unjustified demand of ₹2,81,071/- raised with the offer of possession dated 17.07.2024. It is relevant to refer to details of charges and demand letter as annexed with the complaint.

Details of charges-

| Description of Charges | Amount (₹) |
|---|------------|
| 33 KV Charges | 18,000/- |
| External Electrification Charges(@30 psf) | 25,525/- |
| Bulk Electricity Charges(@45 psf) | 38,288/- |
| Smart Electric Meter Charges | 11,500/- |
| Utility Connection Charges(@30 psf) | 25,525/- |
| Electricity connection charges(Additional Load) | 20,000/- |

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|---------------------------------|------------|
| Fire Fighting Charges(@40 psf) | 34,034/- |
| Common Area Backup Charges | 15,000/- |
| Total | 1,87,872/- |
| GST | 33,818/- |
| G.Total | 2,21,690/- |
| | |
| IFMS Flat(@ Rs50 for flats psf) | 42,542/- |
| GST | 7,658/- |
| G.Total | 50,200/- |

Demand Letter-

| Installment Description | Due Installment | Due SGST | Due CGST | Received Installment | Received Tax | Total Balance |
|---------------------------|-----------------|-----------|-----------|----------------------|--------------|---------------|
| Interest as on 17.07.2024 | 9180.45/- | | | | | |
| Total | 28,72,954.46 | 33,904.06 | 33,904.06 | 26,33,359.48 | 26,333.52 | 2,81,070.99 |

(v) The aforesaid charges are disputed by the complainant in totality stating that these charges are not allowed to be recoverable in terms and provisions of Affordable Housing Policy, 2013. Though agreed by the complainant in Builder Buyer Agreement, the said BBA itself has been executed in violation of Affordable Housing Policy, 2013. It is the stand of the respondent that the complainant is misinterpreting the

provisions of Affordable Housing Policy, 2013. He has placed on record clarification issued by DTCP on 31.01.2024 whereby it is clarified that all charges are recoverable on part of builder-developer towards maintenance of the project. In order to resolve the issue of disputed charges, first it is important to refer to the contents of the relevant provision of Affordable Housing Policy, 2013 and clarifications issued by DTCP.

Clause 5(i) of Affordable Housing Policy, 2013 Allotment rate- The allotment rate for the apartment units approved under such projects shall be as follows;-

| <i>Sr. No.</i> | <i>Development plan</i> | <i>Maximum allotment rate on per sq ft carpet area basis</i> | <i>Additional recovery balcony of min 5ft clear projection#</i> |
|----------------|--|--|---|
| <i>a.</i> | <i>Gurgaon-Faridabad, Panchkula, Pinjore-Kalka</i> | <i>4000/- per sq. ft.</i> | <i>500 per sq fit against all balcony area in a flat adding up to and limited to 100 sq. its as permitted in the approved building plans.</i> |
| <i>b.</i> | <i>Other high and medium potential towers</i> | <i>*3600/- per sq. ft</i> | |
| <i>c.</i> | <i>Low Potential Towns</i> | <i>3000/- per sq. ft</i> | |

Note # Such cantilevered balconies unsupported on three sides shall not be part of carpet area and shall continue to be allowed free of FAR.

Clarification dated 01.10.2018 issued by DTCP is as follows:-

It has come to the knowledge of the Department that the colonizers, to whom licences under Affordable Group Housing Policy 2013 (AGH) have been granted, are charging EDC over and above the rates prescribed in the AGH policy for the Apartment units. The allotment rates for the Apartment units approved under such projects have been prescribed in clause 5 of the said policy which are ₹ 4,000/-for Gurgaon, Faridabad, Panchkula, PinjoreKalka, ₹ 3,600/- for other High and Medium Potential Towns and ₹3,000/- for Low Potential Towns. In addition, Rs 500 per sqft against all balcony areas in a flat adding upto and limited to 100 sqft, as permitted in the approved building plans are also chargeable. These rates are inclusive of External Development Charges (EDC). In view of above, the following is clarified:

i. No colonizer is allowed to charge the EDC separately over and above the rates prescribed in the policy. However, any central taxes like GST etc. or taxes imposed by the State Govt./ Local Authorities are not part of the aforesaid rates and the same are liable to be paid by allottees.

ii. If any colonizer has charged the EDC over and above the rates stipulated in clause 5(i) of AGH policy as mentioned above, he shall refund the said amount.

iii The colonizers shall submit an undertaking/ certificate to the effect that he has not collected any amount over and above the said rates. Further, if any amount was collected the same has been refunded to the allottees.

Clarification dated 31.01.2024 issued by DTCP in respect of Maintenance Charges. (fetched from site of DTCP)

In pursuance to the objections and suggestions received in reference to the public notice mentioned above, the Government has decided to issue the following clarification on clause 4(v) of the Affordable Group Housing Policy-2013 w.r.t. the mandatory services to be provided by the colonizer/ developer as per mandate of section 3(3)(a)(iii) of the Haryana Development and Regulation of Urban Areas Act, 1975 (Act no. 8 of 1975) read with Rule-5 of Haryana Development and Regulation of Urban Areas Rules, 1976 free of cost by the colonizer/ developer in affordable group housing colonies. 2. Accordingly, the following clarification is hereby issued under section 23A of Haryana Development and Regulation of Urban Area Act, 1975 regarding the services for which Maintenance/ Use/ Utility charges can be collected by the colonizer/ developer from the allottees in Affordable Group Housing Colonies:

| <i>DETAILS OF MAINTENANCE CHARGES IN AFFORDABLE GROUP HOUSING COLONIES</i> | |
|--|---|
| <i>Category-I</i> | <i>Category-II</i> |
| <i>Mandatory services to be provided by the colonizer/ developer as per section 3(3)(a)(iii) of the Act no. 8 of 1975 and Rule of 1976 and the facilities provided by the colonizers in Affordable Group Housing colonies.</i> | <i>Maintenance/ Use/utility charges which can be charged from the allottees as per consumptions.</i> |
| <i>i. Maintenance and upkeep of all roads ii. Maintenance and upkeep of all open spaces. iii. Maintenance and upkeep of all public parks. iv. Maintenance and upkeep of all public health services (this includes complete lying down of public health services and it's management) v. Annual Maintenance Charges (AMC) of the Lifts.</i> | <i>i. Electricity bill (as per consumption) ii. Water bill (proportionate to the net consumption) iii. Property tax (in case the colony is within MC limits) iv. Door to door waste collection charges, garbage collection and upkeep of each floor (other than common areas). v. Any repair inside the individual flat for which services i.e. repair/</i> |

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|---|---|
| <p>vi. Cost incurred upon cleanliness of the common areas.</p> <p>vii. Provision of electricity in common areas (i.e. installation/ up-gradation/ upkeep of electrical equipment in common areas i.e. electric poles, bulbs & lights, lamps posts/ light installed in parks/ green areas/ internal roads etc.)</p> <p>viii. Expenses incurred for maintenance of the DG sets/ Generator sets (excluding the running cost of Diesel).</p> <p>ix. Cost incurred upon the maintenance of the parking space.</p> <p>x. Running and upkeep of Sewerage Treatment Plant (Disposal of Sewage)</p> <p>xi. Expenses incurred upon the salaries of management staff of colony & engineering manpower viz. plumbers, electricians etc.</p> | <p>replacement of tap, sanitary works, plumbing any damage of flooring, electrical installation etc. can either be got done through the builder or from (i.e. installation/ up-gradation/ upkeep of electrical equipment in common areas i.e. electric poles, bulbs & lights, lamps posts/ light installed in parks/ green areas/ internal roads etc.)</p> <p>vi. Diesel cost for power back-up facilities.</p> <p>vii. Electricity bill of lifts (as part of common area facilities)</p> <p>viii. Running / fuel cost on DG sets/ generator sets for power back-up.</p> <p>ix. Any defect liability on part of the allottee, but excluding any damage caused on account of lapse on part of the developer.</p> <p>x. Any other State or Central taxes, any other utility charges. which can be governed through individual bills, telephone, internet etc.</p> |
| <p><i>NOTE: a) It is clarified that the Interest Free Maintenance Charges (IFMS) shall be collected from the allottees as prescribed under RERA Act, 2016 or Haryana RERA Rules, 2017.</i></p> <p><i>b) Further, any charges decided through bilateral agreements i.e. facility for security services etc., may be charged as per bilateral agreements.</i></p> | |

(vi) Perusal of aforesaid clauses and clarifications established the fact that the rate of allotment defined in Affordable Housing Policy, 2013, is not only the amount which the allottee is liable to pay. Furthermore, the disputed amounts are categorised into following categories for better adjudication:-

- a. Basic sale consideration which in this case is '0'
- b. Amount towards Bulk electricity charges which is ₹45,180/-

- c. Amount towards Electricity connection charges (Additional load) which is ₹23,600/-
- d. Amount towards External Electrification charges which is ₹30,120/-
- e. Amount towards 33KV Charges which is ₹21,240/-
- f. Amount towards common area backup charges which is ₹17,700/-
- g. Amount towards Fire Fighting charges which is ₹40,160/-
- h. Amount towards smart electric meter charges which is ₹13,570/-
- i. Amount towards utility connection charges which is ₹30,120/-
- j. Amount towards IFMS which is ₹50,200/-
- k. Amount towards interest which is ₹9,180/-

29. At this stage, it is relevant to discuss each of the categories in detail. There is no dispute w.r.t. Basic Sale Price. All other charges are disputed by the complainant.

A. **For the Bulk Electricity Charges, Electricity Connection Charges, External Electrification Charges, 33 KV Charges,** the complainant has duly agreed to pay the same as per Clauses 2.2 and 11 of the Builder Buyer Agreement. After conjoint reading of Clause 2.2 read with Clauses 11.1 and 11.2 of the BBA, which is reproduced below for ready reference-

As per clause 2.2 of the BBA-

The Purchaser(s) shall pay a total sum calculated at the Allotment Price on the Carpet Area of the Flat along with ₹500/- per sq. ft. over the Balcony Area along with such other Charges as may be determined by the Developer subject to the terms and conditions of the Policy including any of its subsequent amendment or modifications thereof.

As per clause 11.1 of the BBA-

The Purchaser(s) understands, agrees and undertakes that the Purchaser(s) shall on his own apply directly to Dakshin Haryana Bijli Vitran Nigam ("DHBVN") / Haryana Vidyut Prasaran Nigam ("HVPN") / State Electricity Boards ("SEBs") / any other electricity distributing agencies for getting an electricity connection as per his own needs and requirement to be given in respect to the Flat. The Developer shall be responsible to provide / create only the main electric substation, distribution substation, feeding arrangements along with electrical infrastructure comprising of the distribution networks and trenches, electrical transformers, electrical switch gears, electrical panels, feeder panels, supply of cables connecting feeder pillar to distribution boards, etc. and other required infrastructure as may be required and created as per the guidelines DHBVN / HVPN/ State Power and Transmission Utilities and conditions of approved electrification plan. The Purchaser(s) agrees and undertakes to pay the Electrification Charges to the Developer or its nominated Maintenance Service Provider as stated herein.

As per clause 11.2 of the BBA-

In case the Purchaser(s) fails to pay the aforesaid Electrification Charges or any other Charges, then it shall be treated as unpaid portion of the Consideration payable by the Purchaser(s) herein for the Flat and the conveyance deed of the Flat may be withheld/ delayed by the Developer till full payments thereof are received. Further the Purchaser(s) herein agrees that the Maintenance Service Provider shall be entitled to withhold services to the Flat till full payment of such deposits and Charges is received by the Developer. Further, in the Developer / Maintenance Service Provider becomes entitled to bulk supply of

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electrical energy, the Purchaser(s) herein agrees to abide by all conditions of the sanction of bulk supply including but not limited to waiver of the Purchaser(s) rights to apply for individual / direct electrical supply connection directly from DHBVN or any other authority responsible for supply of electrical energy. An undertaking in this regard is being executed by the Purchaser(s). The Purchaser(s) also agrees and undertakes to sign, execute and affirm all other documents as may be required by the Maintenance Service Provider; from time to time, for the purpose of availing the electricity supply/ connection for the Purchaser(s). The Purchaser(s) agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Maintenance Service Provider. It is agreed by the Purchaser(s) that the above said charges shall be in addition to the consumption charges towards consumption of electrical energy, which consumption charges shall include but not being limited to meter hire charges, per unit consumption of electrical energy, etc. It is further agreed and accepted by the Purchaser(s) that the supply of electrical energy shall be subject to the availability of the same with the Maintenance Service Provider; and the Purchaser(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer / Maintenance Service Provider, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer / Maintenance Service Provider.

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Now, it comes out that the complainant is liable to pay the charges as mentioned above. Denial of payment of such charges has not been expressly stated in Affordable Housing Policy, 2013. Further, upon perusal of the table in clause 2.2 of the BBA and Demand letter, there is a difference between the charges that are agreed between the parties at the time of signing of the BBA and the demand letter issued by the respondent. Therefore, the

Authority is of the view that such charges are to be calculated at the same rate as mentioned in the Agreement i.e., @30/-psf for External Electrification Charges and @45/-psf for Bulk Supply Electricity Charges plus GST.

B. **For Common area backup charges**, the complainant has agreed to pay the same as per Clause 2.5 of the Builder Buyer Agreement, which is reproduced below for ready reference:

“The Developer has informed the Purchaser(s) that no power back up facility is proposed to be provided in the AGH Colony. In the event the Purchaser(s) and other allottees of the AGH Colony request for providing the power back up for running of lifts, other common area services and, or to the units then the same may be provided by the Developer subject to payment of additional charges for providing power backup facility in the AGH Colony on such terms and conditions as the Developer may deem fit and proper in its sole and absolute discretion.”

However, it is the argument of the complainant that he did not ask for power back up charges. So, the respondent herein is directed to treat the allottee at par with similarly placed allottees. If the majority of the allottees have paid for it, then the complainant cannot deny making the payment of the same.

Csh C. **For Fire Fighting charges**, the complainant has agreed to pay the same as per Clause 2.4 (d) of the Builder Buyer Agreement, which is reproduced below for ready reference:

“Fire Fighting Charges - The charges will include the cost of providing and installing firefighting equipment/preventive measures in the AGH Colony and in the towers of the AGH

Colony as per Applicable Law. Adequate firefighting equipment as per Applicable Law existing as on the Execution Date shall be installed by the Developer and any additional firefighting equipment, if any required inside the Flat, shall be installed by the Purchaser(s) at his / her own cost. Also, if due to any subsequent legislation / government order, directives, guidelines or change / amendments in Fire Codes including the National Building Code or if deemed necessary by the Developer at its sole discretion, additional safety measures are undertaken, the Purchaser(s) undertakes to pay the FFC within thirty (30) days from the date of written demand by the Developer. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s); "

Now, it comes out that the complainant is liable to pay the same.

Denial of payment of such charges has not been expressly stated in Affordable Housing Policy 2013. Further, upon perusal of the table in clause 2.2 of the BBA and Demand letter, there is a difference between the charges that are agreed between the parties in the BBA and the demand letter issued by the respondent. Therefore, the Authority is of the view that such charges are to be calculated as mentioned in the agreement i.e., @40/-psf plus GST.

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D. **For Smart Electric Meter charges**, the complainant has agreed to pay the same in the builder buyer agreement Clause 2.2. Denial of payment of such charges has not been expressly stated in Affordable Housing Policy 2013. Therefore, the complainant is liable to pay the same.

E. **For Utility Connection charges**, the complainant has agreed to pay the same as per clause 2.4(c) of the Builder Buyer Agreement, which is reproduced below for ready reference:

Utility Connection Charges - The charges will include the cost of making the provision for the sewerage connection with the main sewer line, the cost of making the provision for water supply to the AGH Colony, making the provision of the storm water disposal system, the cost of road cutting charges and any other costs and expenses related thereto. The charges will be determined by the Developer in its sole and absolute discretion and shall not be challenged by the Purchaser(s);

Now, it comes out that the complainant is liable to pay the same.

Denial of payment of such charges has not been expressly stated in Affordable Housing Policy 2013. Further, upon perusal of the table in clause 2.2 of the BBA and Demand letter there is a difference between the charges that are agreed between the parties in the BBA and the demand letter issued by the respondent. Therefore, the Authority is of the view that such charges are to be calculated as mentioned in the agreement i.e., @30/-psf plus GST.

F. **For IFMS charges**, the respondent has relied upon Clarification dated 31.01.2024 issued by DTCP in respect of Maintenance Charges and perusal of said Policy transpires that the complainant is liable to pay the same.

G. **For Interest charges**, the respondent has levied interest upon the complainant. However, the respondent has failed to provide any justification, calculation methodology, contractual basis, or statutory provision under which such interest has been charged. No explanation has been furnished as to the rate of interest applied, the period for which it has been calculated, or the circumstances giving rise to such liability. In the absence of any documentary evidence, reasoned explanation, or reference to the terms of the Builder Buyer

Agreement or the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder, the charging of interest appears arbitrary and unsustainable in the eyes of law. It is a settled principle that any financial liability imposed upon an allottee must be transparent, duly explained and strictly in accordance with the contractual terms and statutory framework. Since the respondent has failed to discharge the explanation or justification for such alleged interest amount of ₹9,180/-, the Authority finds no merit in the respondent's claim of interest and accordingly rejects the same.

30. It is pertinent to mention here that though the complainant in his relief has not claimed any delay interest for the delayed possession. But the Authority has observed that the deemed date of possession was 12.02.2024 i.e 48 months from the date of Environment Clearance Certificate, but the respondent has taken nine months general extension in the registration of the project for a force majeure event of COVID-19 pandemic for the period from 25.03.2020 to 24.09.2020 and 01.04.2021 to 30.06.2021 and the same was extended by this Authority from 12.02.2024 from 12.11.2024. This fact is clarified from the resolution dated 18.12.2023 passed by the Authority in its meeting vide Agenda Item no.236.24. Hence, it is observed that the respondent has issued a valid offer of possession dated 17.07.2024 after receipt of Occupation Certificate on dated 16.07.2024, so the complainant is not entitled for any interest for delayed possession as per provisions of Section 18 of the RERA Act, 2016.

H. DIRECTIONS OF THE AUTHORITY

31. Hence, the Authority hereby passes this order and issues the following directions under Section 37 of the Act to ensure compliance of obligation cast upon the promoter/respondent as per the function entrusted to the Authority under Section 34(f) of the Act of 2016:

(i) The respondent is directed to hand over the physical possession of the flat to the complainant and execute conveyance deed within 90 days from the date of passing of this order.

(ii) The complainant is directed to take possession and to execute conveyance deed after the payment of charges as per agreed terms and conditions of the Builder Buyer Agreement and as per the observations made by this Authority in Para 29 of this order.

(iii) The respondent shall not charge anything from the complainant which is not part of the agreement. If any amount is collected by the respondent in violation of the terms and conditions of the agreement, it shall be refunded to the complainant.

(iv) A period of 90 days is given to the respondent to comply with the directions given in this order as provided in Rule 16 of Haryana Real Estate (Regulation and Development) Rules, 2017, failing which legal consequences would follow.

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32. **Disposed of.** File be consigned to record room after uploading of order on the website of the Authority.


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(CHANDER SHEKHAR)
MEMBER

19.12.2025
Gaurav Saini
(Law Associate)

