BEFORE THE HARYANA REAL ESTATE REGULATORY AUTHORITY, GURUGRAM

Complaint no.	:	**2336 of 2025**
Date of complaint	:	**06.05.2025**
Date of order	:	**08.09.2026**

KGA Kamal Dev and Sheela Jamesina,
Both R/o: - T-6, Podium 001, Pareena Coban Residences, Sector-99A, Gurugram.

Complainants

Versus

1. M/s **P**areena Infrastructures Private Limited.
2. Virender Verma
3. Surender Kumar Verma

Registered office at: 517A, C-7A, 2nd Floor, Omaxe City, Centre Mall, Sohna Road, Gurugram

Respondents

CORAM:
Arun Kumar — **Chairman**

APPEARANCE:
Shri Yogesh Yadav (Advocate) — Complainants

Shri. Prashant Sheoran (Advocate) — Respondents

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 provisions 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:

S. No.	Particulars	Details
1.	Name of project	Coban Residences
2.	Nature of project	Group Housing
3.	Location	Sector-99A, Gurugram.
4.	Area of the project	10.5875 acres
5.	RERA Registered	Registered Vide registration no. 35 of 2020 Dated-16.10.2020
6.	DTCP License	License no. 10 of 2013 dated 12.03.2013
7.	Allotment letter	22.07.2022 (As on page no. 30 of complaint)
8.	Agreement For Sale	24.07.2022 (As on page no. 31 of complaint)
9.	Unit no.	T6 Podium 001, type-@BHK + Study Room + Podium, Floor-Podium Floor,

		Tower-F(T-6), Parking-1Basement Covered. (As on page no. 39 of complaint)
10.	Unit area	916 sq.ft. [carpet Area] 1851 sq.ft. [Super Area] (As on page no. 38 of complaint)
11.	Basement details as per the AFS	Parking no.1 admeasuring 376.737 sq.ft. [Basement] (As on page no. 38 of complaint)
12.	Car parking allocation letter for S-72 at Stilt	26.02.2024 (As on page no. 113 of complaint)
13.	Possession clause	**Clause 5** **Time is Essence:** *The Promoter shall abide by the time schedule for completing the project i.e.,* ***11th March 2024*** *as disclosed at the time of registration of the project with the Authority and towards handing over the Unit/Apartment for Residential purposes alongwith parking to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.* (As on page no. 46 of complaint)
14.	Due date of possession	11.03.2024
15.	Sale consideration	Rs.1,00,98,542/- (As on page no. 39 of complaint)
16.	Amount paid	Rs.1,03,13,996/-

17.	Occupation certificate	13.12.2022 (As per TCP website)
18.	Offer of possession	Not on record
19.	Possession Letter	20.06.2023 (As per Annexure-R2, annexed with the reply)
20.	Conveyance Deed	27.06.2023 (As on page no. 73 of complaint)

B. Facts of the complaint

3. The complainant has made the following submissions: -

I. That the respondent launched the housing project namely "Pareena Coban Residences", situated at Sector-99A, Gurugram, Haryana- 122001 and the complaints were desirous of purchasing a residential apartment/ unit in a housing society in and around Delhi NCR area to lead a peaceful life after retirement from Indian army.

II. That the complainants had applied for residential apartment in the Project Pareena Coban Residences vide application no. COBA-038/2022 dated 11-Jul-2022 and was allotted apartment no. T6-Podium 001 having carpet area of 916 square feet and super area of 1851 Sq. Ft. on podium floor in no. tower f t-6 along with one stilt/basement parking admeasuring 376.737 square feet in the basement, as permissible under the applicable law and right in the common areas as defined under Rule 2(1)(f) of Rules, 2017 of the State of Haryana.

III. That complainants and respondents entered into agreement for sale dated 01.08.2022 duly registered at the office of Sub-Resgitrar Harsaru, Gurugram,

containing the terms and conditions pertaining to the allotted unit along with payment schedule. Further, complainants and respondents entered into conveyance deed dated 30.06.2023 for a total consideration of the said flat/apartment along with parking was Rs.1,03,13,996/- which was inclusive of cost of common areas to be used by the complainants upon handing over possession of the said apartment to the complainants. As per clause (H) of the conveyance deed one covered car parking space no. D/36 for 1 car admeasuring 376.737 sq. ft. in the basement was allotted along with the flat and as per clause (L) (ii) (8) Allotment price for 1 Car Parking Space was of Rs.3,50,000/- included in total consideration of Rs.1,03,13,996/-

IV. That the respondent approached the complainants to apply for extra parking, if so required since the basement parking was not ready and handed over at the time of registration of conveyance deed dated 30.06.2023. To which complainants agreed not knowing that the stilt parking is covered under common area of the residential complex and applied for the extra car parking and subsequently wrote various E-mails in 2022 and 2023 requesting allotment of suitable stilt parking space consequent to applying for paid stilt parking in August 2022.

V. That it is pertinent to bring to notice of this Authority that the said parking D/36 was only handed over to the complainants in the month of March, 2025 after more than 1.5 years of executing conveyance deed dated 30.06.2023.

VI. That the complainants believing respondents representations to be true, correct and in faith that a suitable car parking space will be allotted to them, paid an amount of Rs.5,00,000/- vide cheque bearing no. 378018 dated 17.02.2024 for stilt car parking space in addition to the basement car parking space assured vide agreement to sell and registered conveyance deed. That respondents acknowledged the receipt of sum of Rs.5,00,000/- towards stilt car parking space vide receipt COB/RE/0862 dated 17.02.2024

and subsequently vide car parking allocation letter dated 26.02.2024 extra Car Parking bearing no. S-72 was allotted to the complainants at stilt of the coban residences.

VII. That at the time of allocation of the stilt car parking space to complainants, the demarcation and allotting specific numbers to car parking in coban residences was not done by respondents, and without intimating about the same or giving any option to complainants to know their dedicated parking space location, respondents issued the car parking allocation letter to complainants.

VIII. Thereafter, complainants kept on chasing and requesting respondents, for identification and marking of S-72 parking space on ground in the stilt area of Tower-6 wherein the residential apartment of complainants is situated. That after much persuasion of complainants, the marking of stilt parking was done by respondents executive Mr. Mukesh from 03.06.2024 to 20.06.2024, after which complainants were intimated of the actual location of faulty S-72 stilt car parking space and being aggrieved by the same, complainants brought this into respondents knowledge through WhatsApp communication dated 20.06.2024, 21.06.2024, 24.06.2024 and so on and through Email as well dated 28.07.2024 and expressed the concern of unsuitability of marked S-72 parking giving all the valid reasons and requesting to change the allocation to S-73 marked stilt car parking space instead of S-72.

IX. That the complainant wrote to the respondents multiple times and even visited respondents office countless times escalating the issue of allocation of faulty S-72 parking space which has been marked right in front of main entry and exit gate of Tower-06 hampering the ease of movement of all the residents of Tower-06 and causing risks blocking the entry and exit gate in case of emergency situations. That complainants also expressed their

inability to install the EV Charging point in S-72 parking space due to wrongful positioning of the S-72 parking space which is not only causing undue hardship to complainants but is also creating problem for other residents of tower-06. That complainants were given assurance on each occasion by respondents that the allocation of stilt parking space will be changed to S-73 but the assurances have proved to be falsely given.

X. That complainants even sent a detailed representation on 09.02.2025 and follow up reminders on 17.02.2025 and 22.02.2025, bringing to kind knowledge of the respondents that they have been pursuing the issue of faulty stilt parking S-72 with respondents ever since its allotment with a hope and on assurances given by respondents, that the issue will be resolved amicably based on merits of the issue. Needless to mention that the issue of faulty car parking space S-72 is also proven to be faulty by way of pictorial reference shown by complainants to respondents for better assessment of the issue at hand, which makes it is abundantly clear that the parking space S-72 is completely blocked by a medium sized Sedan car and SUV, leaving a very little and tight passage way for residents/ visitors and completely constricting the ingress/egress into the building by blocking the main entry/exit gate of the building.

XI. That complainants have fulfilled all the requirements and obligations casted upon them as per the agreement for sale and registered conveyance deed and further in allotment process of the stilt car parking space even though the same is not permissible to be sold separately, diligently and well in time but on the contrary the respondent allocated a parking space S-72 without making due diligence on the aspects of location of parking space S-72, which was done in the month of June 2024 after allocation of the parking space to complainants without observing its technical suitability and the choice of buyers. It is evident from the site markings and strong representations given

by complainant time and again that the location of S-72 stilt parking will undeniably cause significant disruption on the daily movement of residents and visitors, as well as the transportation of heavy goods into and out of the building area. Furthermore, in case of emergency evacuation or contingencies such as medical emergencies, fires or earthquakes, that requires mass movement of residents out of the building, such blockage of entry/exit point may result in loss of life or serious injuries to the residents. The obstruction caused by the parking of car in space S-72 also hampers visibility and observation vision of the security guard of the building thereby compromising the physical security and safety of the building area and residents.

XII. That as per the building plan layout of the project, it has been shown that the parking space present in front of the entry/exit gate of the adjoining building is earmarked for physically disabled parking space but the same has been illegally marked as a normal parking space in front of entry/exit gate of the building in which complainants are residing. That not keeping the entry/exit points of the building free for movement of residents brings out immense risks for the residents of the building in multiple scenarios as mentioned above.

XIII. That respondent by allocation of such faulty parking space S-72 and non-allotment of basement parking space committed under the agreement to sell as well as registered conveyance deed till 08 Mar 2025, have committed breach of contract as well as rendered defective services to complainants which has caused immense mental trauma and harassment to complainants and the harassment is continuous and subsisting in nature till the time complainants are not allotted with a suitable car parking space. That by committing such unlawful acts by not providing such basic facilities of suitable car parking space for which complainants have paid hefty amounts

from their hard-earned life savings, respondents have caused irreparable harm to the complainants.

XIV. That respondents have deceived complainants with misleading claims and misrepresentations for offering best in class services and amenities like car parking space but have given nothing less than deficient services. That respondents had malicious intentions from the very beginning to never allot a suitable car parking space and to cheat complainants of their hard-earned money and make wrongful gains for themselves and wrongful loss to complainants.

XV. That owing to the such unlawful and evasive conduct of the respondents, the complainant through his counsel also issued a legal notice dated 20.03.2025 served on all the respondents through email as well speed post bringing to their knowledge about the issue at hand and gave ample opportunity to the respondents to make good dispute pending between both the parties but to no avail, the respondents have neither replied to the said legal notice nor has made any efforts to resolve the issue of faulty parking allotted to the complainants.

XVI. That the Hon'ble Supreme Court in various cases held that builders cannot sell parking spaces separately as they are part of the "common areas" defined under section 2(n) of the RERA Act. This section includes open parking areas, stilts, basements, and other shared spaces common property for all allottees. The Court concluded that such spaces must be available for the common use of residents without extra charges, and the cost for these common areas and facilities should be proportionately included in the flat's price which was charged by the respondents in the total consideration amount of the apartment itself.

XVII. That the above facts make it clear that the respondents had illegally and inappropriately demanded Rs.5,00,000/- on account of stilt parking from the

complainants. Whereas as per Supreme Court guidelines respondents are not entitled to sale the stilt parking separately as it is part of common area and the Complainants have right to enjoy the common area. Hence, the respondent is liable to refund Rs.5,00,000/- demanded illegally and inappropriately on account of stilt parking along with interest from 17.02.2024 till its actual realization.

C. Relief sought by the complainant:

4. The complainant has sought following relief(s):

   I. Direct the respondents to re-allocate and assign the stilt car parking space S-73 to the complainants instead of S-72 and make necessary changes in S-72 space markings to avoid obstruction in movement of residents into the building.
   II. To pay interest on Rs.3,50,000/- paid by the complainants towards allotment of **basement car parking space** from 30.06.2023 till 08.03.2025, the date of handover of parking space.
   III. Refund the amount of Rs.5,00,000/- demanded illegally and inappropriately by the respondents on account of stilt parking.
   IV. Direct the respondents to pay interest on Rs.5,00,000/- paid by the complainants towards allotment of stilt car parking space from 17.02.2024 till its actual realization.
   V. To pay a sum of Rs.1,00,000/- towards litigation charges.

D. Reply filed by the respondent:

5. The respondent contested the complaint on the following grounds:

   I. That the complainant himself initiated the request for an additional stilt parking space in August 2022. The complainant explicitly and voluntarily offered to pay for the said service in his email dated February 2, 2024, stating, "I am willing to pay Rs 5.0 Lacs for allotment of additional Stilt Parking". The respondent acted upon this representation, provided the necessary details for the transaction, and allocated the parking space only after the complainant made the payment. Having induced the respondent to provide an additional, premium service on the basis of a clear and willing offer to pay, the complainant is now estopped from challenging the very

nature of the transaction and seeking a refund. The transaction was a permissible "allocation of a service," not a prohibited "sale". The complainant's entire case rests on mischaracterizing the transaction. The evidence on record unequivocally proves that the car parking was never "sold".

II. That the car parking allocation letter is the primary document governing the transaction. Its language is clear as it is titled an "allocation letter," not a sale agreement. That said letter consistently uses the word "allotted". Crucially, it includes a restrictive covenant stating the parking is "ineligible for being sold or deal with independently" and must be treated as a "single indivisible unit" with the apartment. A true sale confers the right to resell; by explicitly withholding this right, the respondent made its intent clear that this was not a sale but a more limited "license to use."

III. That the charge of Rs.500,000 was a fee for an additional service. Stilt parking spaces are a limited, finite resource as per the approved site plan. Fulfilling a special request from an allottee for a second parking space, over and above their standard entitlement, is a premium service. The respondent, as the manager of the project's limited resources, has the commercial prerogative to charge for such value-added services. The RERA Act does not prohibit or regulate the fee structure for such optional services.

IV. That the respondent, in compliance with prevailing tax laws, charged GST on the allocation fee, as reflected in the receipt. Under the CGST Act, 2017, the act of granting an exclusive right to use a specific property for a consideration is unequivocally defined as a taxable 'supply of services.' The respondent's adherence to this statutory mandate was a legal obligation. This act of compliance further solidifies the respondent's position that the transaction was correctly treated as a service of allocation from its

inception, and not a sale of immovable property. The meticulous application of tax law for a 'service' directly contradicts any attempt to mischaracterize this transaction as a prohibited 'sale.'

V. That the parking layout is duly approved and sanctioned by the DTCP. The complainant's grievance regarding the location of parking spot S-72 is a subjective and baseless claim against a feature that is part of the officially approved project layout. The stilt floor plan, showing the exact location and numbering of all parking spaces, is the plan approved by the competent authority and has been transparently disclosed on the HARERA website. By accepting the allocation, he accepted the location as sanctioned by law. The allegation that the spot is "faulty" is an afterthought and does not constitute a deficiency in service.

VI. That said parking was handed over along with possession of flat itself and same is evident from possession letter signed in 2023, wherein it is specifically mentioned that possession of flat along one car parking space in basement is handed over. That the parking was ready since the date of offer of possession i.e. 14.12.2022.

VII. That the payment of Rs.5,00,000 was a direct result of the complainant's own voluntary offer to pay, as clearly stated in his email dated February 2, 2024. Regarding the basement parking, possession was duly handed over. The respondent never "approached the complainants to apply for extra parking."

VIII. That the allocation was made as per the sanctioned plan. The specific location of parking spaces is determined by the approved layout, not by the individual choice of an allottee.

IX. That the marking of parking spaces for the entire project is a systematic process and was completed in due course. It is denied that complainants kept on chasing and requesting respondents, for identification and marking

of S-72 parking space on ground in the stilt area of Tower-6 wherein the residential apartment of complainants is situated. It is denied that after much persuasion of complainants, the marking of stilt parking was done by respondents executive Mr. Mukesh from 03.06.2024 to 20.06.2024, after which complainants were intimated of the actual location of faulty S-72 stilt car parking space and being aggrieved by the same, complainants brought this into respondents knowledge through WhatsApp communication dated 20.06.2024, 21.06.2024, 24.06.2024 and so on and through Email as well dated 28.07.2024 and expressed the concern of unsuitability of marked S-72 parking giving all the valid reasons and requesting to change the allocation to S-73 marked stilt car parking space instead of S-72. The said parking space is located as per the plan sanctioned by the DTCP, Haryana.

X. That the characterization of parking space S-72 as "faulty" is a subjective and self-serving opinion. The said parking space is located as per the plan sanctioned by the DTCP, Haryana. It is denied that the complainant wrote to the respondents multiple times and even visited respondents office countless times escalating the issue of allocation of faulty S- 72 parking space which has been marked right in front of main entry and exit gate of tower-06 hampering the ease of movement of all the residents of tower-06 and causing risks blocking the entry and exit gate in case of emergency situations. It is denied that complainants also expressed their inability to install the EV charging point in S-72 parking space and it is denied that there is wrongful positioning of the S-72 parking space which is causing undue hardship to complainants and also creating problem for other residents of tower-06. It is denied that complainants were given assurance on each occasion by respondents that the allocation of stilt parking space will be changed to S-73 but the assurances have proved to be falsely given.

XI. That the respondent has performed its due diligence by constructing and allocating assets in accordance with the government-approved plans. The allegations of disruption and risk are speculative. It is denied that complainants have fulfilled all the requirements and obligations casted upon them as per the agreement for sale and registered conveyance deed and further in allotment process of the stilt car parking space. It is denied that allotment of parking space is not permissible. It is denied that parking space is sold separately. It is submitted that whatsoever parking is available is allotted to complainant. It is denied that the site markings and strong representations given by complainant time and again that the location of S-72 stilt parking will undeniably cause significant disruption on the daily movement of residents and visitors, as well as the transportation of heavy goods into and out of the building area. It is denied that in case of emergency evacuation or contingencies such as medical emergencies, fires or earthquakes, that requires mass movement of residents out of the building, such blockage of entry/exit point may result in loss of life or serious injuries to the residents. It is denied that any obstruction is caused by the parking of car in space S-72 or same hampers visibility and observation vision of the security guard of the building thereby compromising the physical security and safety of the building area and residents

XII. That the parking layout is as per the approved plan. The complainant is selectively interpreting the plan to suit his narrative. It is denied that as per the building plan layout of the project, it has been shown that the parking space present in front of the entry/exit gate of the adjoining building is earmarked for physically disabled parking space but the same has been illegally marked as a normal parking space in front of entry/exit gate of the

building in which complainants are residing. It is submitted that complainant can't challenge approved site plan before authority.

6. All other averments made in the complaints were denied in toto.

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 submission made by the parties.

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, the jurisdiction of Real Estate Regulatory Authority, Gurugram shall be entire Gurugram District for all purpose with offices situated in Gurugram. In the present case, the project in question is situated within the planning area of Gurugram District. Therefore, this authority has complete territorial jurisdiction to deal with the present complaint.

E.II Subject matter jurisdiction

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;*
> ***Section 34-Functions of the Authority:***
> *34(f) of the Act provides to ensure compliance of the obligations cast upon the promoters, the allottees and the real estate agents under this Act and the rules and regulations made thereunder.*

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. Relief sought by the complainant:

F.I Direct the respondents to re-allocate and assign the stilt car parking space S-73 to the complainants instead of S-72 and make necessary changes in S-72 space markings to avoid obstruction in movement of residents into the building.

F.II To pay interest on Rs.3,50,000/- paid by the complainants towards allotment of **basement car parking space** from 30.06.2023 till 08.03.2025, the date of handover of parking space.

F.III Refund the amount of Rs.5,00,000/- demanded illegally and inappropriately by the respondents on account of stilt parking.

F.IV Direct the respondents to pay interest on Rs.5,00,000/- paid by the complainants towards allotment of stilt car parking space from 17.02.2024 till its actual realization.

F.V. To pay a sum of Rs.1,00,000/- towards litigation charges

12. The complainants state that they have purchased an apartment in Pareena Coban Residences, Sector 99A, Gurugram, along with one basement parking space included in the total consideration of Rs.1,03,13,996/-. Since the basement parking was not handed over on time, the builder offered an additional stilt parking space, for which the complainants paid Rs.5,00,000 and were allotted parking S-72. However, S-72 was found to be unsuitable as it obstructed the main entry and exit gate of Tower-6, creating inconvenience and serious safety risks for residents, particularly during emergencies. Despite repeated requests, emails, visits and a legal notice, the builder failed to change the parking allocation to the more suitable S-73.

13. On the contrary, the respondent states that the complainant himself initiated the request for an additional stilt parking space and voluntarily offered to pay Rs.5,00,000 for the same vide email dated 02.02.2024. Acting upon his request and offer, the respondent allotted the additional parking space

through an allocation letter, expressly clarifying that the same was not independently saleable and would remain an indivisible part of the apartment. The amount charged was towards an optional additional service and not a sale of immovable property. GST was duly charged in accordance with applicable tax laws. The parking space was allotted as per the DTCP-approved sanctioned layout, and the complainant's allegations regarding its location being faulty or unsafe are denied as subjective and unfounded. The regular basement parking had already been handed over along with possession of the flat in 2023, and the additional stilt parking was also ready as on the offer of possession dated 14.12.2022.

14. After consideration of all the facts and circumstances, Authority is of view that the conveyance deed was executed between the parties on 27.06.2023. The conveyance deed is a legal document that transfers the title of property from one party to another, signifying the completion of the property transaction especially regarding payments related to the purchase price, taxes, registration fees, and any other contractual financial commitments outlined in the agreement. However, despite the conclusion of the financial obligations, the statutory rights of the allottee persist if any provided under the relevant Act/Rules framed thereunder. Execution of conveyance deed is a sort of entering into a new agreement which inter alia signifies that both parties are satisfied with the considerations exchanged between them, and also that all other obligations have been duly discharged except the facts recorded in the conveyance deed.

15. The complainant took the possession and got the conveyance deed executed, without any demur, protest or claim. The complainant has neither raised any grievance at the time of taking over the possession or at the time of execution of the conveyance deed, nor reserved any right in the covenants of the conveyance deed, to claim any refund of preferential location charges or any

other charges. Also, it is a matter of record that no allegation has been levelled by the complainant that conveyance deed has been got executed under coercion or by any unfair means. The Authority is of view that after the execution of the conveyance deed between the complainant and the respondent, all the financial liabilities between the parties come to an end except the statutory rights of the allottee including right to claim compensation for delayed handing over of possession and compensation under section 14 (3) and 18 of the RERA Act, 2016. In view of the above, the complainant cannot press for any other relief with respect to financial transaction between the parties after execution of conveyance deed except the statutory obligations specifically provided in the Act of 2016. Thus, in view of the factual as well as legal provisions, the present complaint stands dismissed being not maintainable.

16. Complaint as well as applications, if any, stands disposed of accordingly.

17. File be consigned to the registry.

(Arun Kumar)
Chairman

Haryana Real Estate Regulatory Authority, Gurugram
Dated: 08.09.2026