

**BEFORE ODISHA REAL ESTATE REGULATORY
AUTHORITY, BHUBANESWAR.**

Present:-

Sri Asit Kumar Mohapatra, Chairperson,
Sri Shyam Sundar Dash, Member(Judl.)

Complaint Case No. 661 of 2024

Hi-Tech Heaven Flat Owners' Association, a Society registered under the Societies Registration Act, 1860 at Matiapada, Pipili, Odisha-752104, represented through its President, Bishnu Charan Das, Flat No.401, Block-B2, Hi-Tech Heaven Apartment, Matiapada-II, Post-Siula, Pipili, PIN- 752104.

... Complainant.

Versus

Hi-Tech Estates & Promoters Pvt. Ltd. having its regional Office at A/103, Sahid Nagar, Bhubaneswar-751007, represented through its Executive Director, Tirupati Choudhury.

... Respondent.

Advocate;

for the complainant ... Mr. M. Agrawal & Associates.

for the respondent ... Sri K. C. Prusty.

:- O R D E R :-

Dated, this the 30th April, 2026.

This case has been initiated by the complainant against the respondent under Section-31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred to as "The Act, 2016") seeking to direct the respondent (a) to register the project 'Hi-tech Heavens' with ORERA within a period of 2 months; and (b) to complete the project by getting an occupancy certificate from the

competent Authority within 2 months; and (c) to obtain fire safety certificate; and (d) to pay compound interest @10.5% P.A. to the allottees of Hi-Tech Heavens from the date of expiry of 2 years of the date of execution of “Agreement for Sale” until the date of possession or obtaining occupancy certificate, whichever is later; and (e) to install block wise DG sets; and (f) to install CC TVs in each floor of each block and in common areas; and (g) to install intercom facility in the project; and (h) to fit the lifts with automatic rescue device with proper ISI certification applicable for multistoried building and provide annual maintenance contract; and (i) to construct market/ commercial complex and school as promised; and (j) to construct yoga centre and adequate children park to cater the need of 1108 families; and (k) to provide boundary wall with barbed wire for safety of residency; and (l) to renovate all the toilets of all the flats due to basic construction defect; and (m) to provide office space for operation of the association; and (n) to refund the penalty collected from the allottees; and (o) to refund the extra amount collected to the allottees; and (p) to undertake maintenance of the apartment free of cost until receipt of occupancy certificate from competent authority and to refund the maintenance charges collected so far to the allottees; and (q) to refund extra amount collected towards transformer and fire fighting equipments.

2. The case of the complainant, in brief, is that the respondent in the year, 2011 floated a housing scheme in the name of “Hi-Tech Heavens” at Matiapada, Puri Road, Pipili and constructed multistoried residential apartment for sale. The respondent took plan

approval from BDO, Pipili vide letter No. 2926 dated 22.12.2010, which was subsequently revised vide letter No. 203 dated 15.02.2011 and letter No.893 dated 25.06.2011. The advertisement (Annexure-1) provided that there shall be various kinds of amenities to be provided with no price escalation after booking of flats. The respondent then entered into an agreement for sale with the allottees, one such agreement for sale dated 31.01.2011 is filed as Annexure-2. At clause-8 of the agreement, it is provided that the respondent shall deliver the possession of the flats to the buyers within a period of 24 months with a grace period of six months from the date of execution of the agreement. So, the flats should have been constructed by obtaining occupancy certificate and possession of the flat should have been delivered by 31.07.2013. Due to delay in construction of the flats, the allottees formed a society in the name of “Hi-Tech Heavens Flat Owners’ Welfare Association” and registered the same under the Societies Registration Act, 1860 vide No.7589-7 of 2015-16 dated 15.04.2015 (Annexure-3). As on 01.05.2017, when the Act, 2016 came into operation, the respondent had not obtained occupancy certificate and as such the project was an ongoing project amenable to the provisions of the Act, 2016. The respondent applied for registration of the project with ORERA (Annexure-4). The application being defective, this Authority vide letter dated 11.07.2018 (Annexure-5) intimated the respondent to make compliance within 15 days, failing which the registration application will be rejected. As the respondent did not comply, ORERA rejected his registration application vide Annexure-6.

As there was delay in construction, the complainant and the respondent entered into one MOU dated 13.11.2015 (Annexure-7) for further streamlining the case of construction and the amenities to be provided. The essential terms of the MOU were (a) the builder agreed to complete the entire project by 30.06.2017; and (b) At clause-12 the builder agreed to handover possession of the flats with the occupancy certificate; and (c) At clause-16, the builder agreed to give possession by 30.07.2017, failing which it shall pay interest @ 10% on the total amount received by him from the expiry of two years from the date of “Agreement for sale” till the date of possession as per the agreed schedule and a penalty @18% per annum on the total amount received by him as on the date of default to its respective customers from the date of the execution of MOU till the date of possession. The respondent violated the MOU and till date has not completed the construction by obtaining occupancy certificate. The project has not received fire safety certificate. The allottees were coerced to take possession of the flats, or the allotment will be cancelled and penalty will be levied. The respondent has not provided the amenities as mentioned in the brochure. The respondent vide letter dated 08.06.2017 requested the complainant to give some more time to complete the work. As the respondent could not complete the work, the complainant wrote a letter dated 10.07.2023 to the respondent indicating the list of deficiencies and lack of amenities in the project. The copies of the letters are filed as Annexure-8 series. As the project has not yet received occupancy certificate, the builder is required to provide

maintenance services free of cost until it gets occupancy certificate as is held by National Consumer Commission in the case between Madhusudan Reddy vs. V.D.B. Whitefield Development (CC No. 763 of 2020 dated 25.01.2022). The president of the complainant association is duly authorized vide resolution dated 01.05.2024 (Annexure-09) to represent the association. Village Matiapada over which the project situates was brought under BDA Jurisdiction vide Notification dated 16.07.2011 (Annexure-10). The project was given a completion certificate dated 19.05.2021 (Annexure-11) by the B.D.O. Puri. So, the complainant has come up with this case seeking the aforesaid reliefs.

3. The respondent came up with its show cause that Bishnu Charan Das, President of Hi-Tech Estate Flat Owners' Association has no locus standi to file this complaint. The association is not registered as per Odisha Apartment (Ownership & Management) Act, 2023 and as such the association cannot be recognized. The project is approved by the office of the Panchayat Samiti Pipili vide letter No.2926 dated 22.12.2010 and subsequently revised vide letter No.203 dated 15.02.2011 and 893 dated 25.06.2011. The Architect, A.K. Muduli, Regd. No. CA/97/21376 has issued completion certificate to BDO, Pipili as the project is complete and constructed as per the approved plan in all respect. So, the complaint is not maintainable. No advertisement was published by the respondent. The amenities to be provided are as per the agreement for sale with the allottees. The project has got completion certificate. At the time of plan approval, no

occupancy certificate was required, however, in obedience to the requirement of statute, the respondent applied for registration of the project. Govt. of Odisha, Housing & Urban Development Department issued notification No.4844 HUD-HU-Plan-001-2019 dated 15.02.2020 (Annexure-B). The respondent submitted all the relevant documents before the Authority and also submitted to the officer in-charge of District Planning Unit and District Development Agency (DUDA) on 13.11.2020 vide Annexure-C. This Authority sought for clarification from DUDA and the matter is pending between DUDA and ORERA. The respondent filed WP (C) No.28530 of 2022 before Hon'ble High Court seeking appropriate direction to Govt. of Odisha in Housing & Urban Development Department and ORERA to expedite grant of registration and occupancy certificate in order to eliminate hindrances in the sale of completed units (Apartments) which were granted permission for construction. The matter is pending before Hon'ble High Court. The MOU between the parties have no binding affect under the law. As per the MOU, the allottees are to facilitate resumption of construction and completion of project by facilitating the payment by allottees but the allottees did not pay as per the MOU. So far as the amenities are concerned, the respondent has provided 6 passenger lift of standard make, proper sewerage, drainage, pathway, electrification with sub-station, transformer, water supply by common bore-well and OTH as per agreement dt.31.01.2011. In view of agreement for sale, the brochure is not reliable. The complainant is not entitled to the amenities as mentioned in the brochure in view of the agreement for sale. The

respondent has provided kalyan mandap, children's park, open gymnasium, Ganesh temple, 14 nos. of community halls and security room beyond the agreement for sale to the allottees as a good gesture after discussion with the allottees. As the allottees have already taken possession of the flats and enjoying the amenities, they are liable to pay maintenance charges. As the matter of registration is pending and ORERA has sought clarification from DUDA, the respondent has no role in the matter of registration. As the project has already received completion certificate and the project is approved by BDO, Pipili in the year, 2011, there is no necessity of occupancy certificate. The project was completed as per the completion certificate and as such there is no necessity of obtaining fire safety certificate by the respondent. The complainant is not entitled to get any interest to the allottees. The DG set is provided as per the agreement and as such the complainant is not entitled to get block wise DG set. As there is no condition in the agreement for providing CCTV in each floor, the complainant is not entitled to the same. As per verbal discussion with the allottees, the respondent is to provide alternate facility instead of intercom facility. The respondent has already provided lift. As there is no condition to provide commercial/market complex and school in the agreement for sale, the complainant is not entitled to the same. There is no condition in the agreement for sale to provide yoga center and adequate children park. However, as a good gesture, the respondent has provided two children's park and one open gymnasium for common use of the allottees. The boundary wall has been provided. As there is no

complaint of defect in construction of toilet by any allottee, the claim of the complainant to reconstruct all the toilets is not maintainable. Office space for association has been provided by the respondent. The claim of the complainant to declare Clause-6 of the agreement to be void is not maintainable. The claim of the complainant to make measurement of the flats and to return the extra amount to the allottees taken in this regard is not maintainable. As no extra amount is charged by the respondent for transformer and firefighting equipment, the prayer of the complainant to refund the same is not maintainable. So, to the respondent, the case should be dismissed with cost.

4. In order to prove the case, the complainant has filed photocopy of advertisement as Annexure-1, photocopy of agreement for sale of apartment/flat as Annexure-2, photocopy of certificate of registration of society as Annexure-3, photocopy of application of ORERA as Annexure-4, photocopy of ORERA letter dated 11.07.2018 as Annexure-5, photocopy of rejection of registration as Annexure-6, photocopy of MOU dated 13.11.2015 as Annexure-7, photocopy of letters dated 01.06.2016, 08.06.2017 and 10.07.2023 as Annexure-8 series, photocopy of resolution dated 01.05.2024 as Annexure-9, photocopy of BDA notification dated 10.07.2011 as Annexure-10 and photocopy of completion certificate dated 19.05.2021 as Annexure-11.

In order to prove the case, the respondent has filed photocopy of letter No. HHRWC/07/24 dated 01.04.2024 addressing to Madhusudan Panigrahi, Director as Annexure-A, photocopy of Notification No.4844 dated 15.02.2020 of H&UD Department as Annexure-B, photocopy of

Form-I, Building Plan application form as Annexure-C, photocopy of possession of “Hi-Tech Heaven” Apartment as Annexure-D.

5. With such averments by the parties, the issues are framed for decision as follows:

- (i) Whether the case is maintainable?
- (ii) Whether the respondent is liable to register the project with ORERA and obtain occupancy certificate and fire clearance certificate from the competent Authority?
- (iii) Whether the respondent is liable to obtain fire clearance certificate
- (iv) Whether the respondent is liable to pay interest @10.50% per annum to the allottees of the project after 2 years of agreement for sale till the date of possession or obtaining occupancy certificate, whichever is later?
- (v) Whether the respondent is liable to provide all the amenities as per the brochure?
- (vi) Whether Clause-6 of the agreement for sale can be declared void and if so, whether the penalty collected by the respondent from the allottees can be refunded?
- (vii) Whether the respondent is liable to make maintenance of the apartment free of cost until receipt of occupancy certificate and also liable to refund the maintenance charges already collected to the allottees?
- (viii) Whether the respondents are liable to make measurement of the flats in presence of the allottees and to return the

extra amount collected to the allottees as per Clause-25 of the agreement for sale?

- (ix) Whether the respondent is liable to pay the extra amount collected from the allottees towards transformer and fire-fighting equipment?
- (x) Whether the complainant is entitled to the reliefs sought for?

6. **Issue No.i.**

The project 'High Tech Heavens' at Matiapada, Puri Road, Pipili, District- Puri is an ongoing project as the work was not complete on the date of enforcement of the Act, 2016, i.e., 01.05.2017 and for the reason that the completion certificate (Annexure-11) was obtained on 19.05.2021. The complainant has filed the registration certificate of the association vide Annexure-3, which is issued by Additional Registrar of Societies-cum-Additional District Magistrate. The complainant has filed a letter of the Competent Authority-cum-Secretary, BDA to the Secretary, "Hi-Tech Flat Owners' Association" to the effect that the association registered under the Societies Registration Act, 1860 vide registration No.7589-7 of 2015-2016 issued on 15.04.2015 is hereby deemed to be an Association of Allottees under sub-section (2) of Section-15 of the Odisha Apartment (Ownership and Management) Act, 2023. Further, it was decided by this Authority on 04.11.2024, on the petition filed by the respondent challenging the maintainability of the case, that the case is maintainable. The order dt.04.11.2024 of this Authority was also affirmed on 05.12.2024 by Hon'ble OREAT in

OREAT Appeal No.188 of 2024. So, this case is maintainable and the complainant has *locus standi* to maintain this complain on behalf of all the allottees of the Association. The issue is answered accordingly in favour of the complainant.

7. **Issue No.ii**

It is alleged by the complainant that the project 'High Tech Heavens' at Matiapada, Puri Road, Pipili, District- Puri is not registered with ORERA and has not obtained occupancy certificate from the competent Authority. It is the case of the respondent that the matter of registration of the project 'High Tech Heavens' at Matiapada, Puri Road, Pipili, District- Puri is pending before ORERA for consideration. The complainant has filed copy of the application of the respondent with ORERA as Annexure-4, copy of letter of list of deficiencies to be complied by the respondent issued by ORERA as Annexure-5 and application status downloaded from ORERA web-site as Annexure-6. This Annexure-6 shows that the application of the respondent for registration of the project 'Hi-Tech Heaven' was rejected. The project 'High Tech Heavens' at Matiapada, Puri Road, Pipili, District- Puri is an ongoing project as the work was not complete on the date of enforcement of the Act, 2016, i.e., 01.05.2017 and for the reason that the completion certificate (Annexure-11) was obtained on 19.05.2021. There is no proof that the Architect who issued Annexure-11 has sent the same to the addressee and the receipt of the same by the addressee, BDO, Pipili. It is mentioned therein that some of the buildings were completed before 01.05.2017. There is no mention in Annexure-11 that

when he visited the project site to know the facts that which block was completed on which date. So, the authenticity of the completion certificate cannot be relied. So, the respondent is required to register the project with ORERA. The respondent has not averred that it has obtained occupancy certificate of the project from competent Authority. So, the respondent is required to obtain occupancy certificate from the competent Authority. The issue is answered accordingly in favour of the complainant.

8. **Issue No.iii**

So far fire safety certificate is concerned, it is given by the government when the height of the building is more than 15 meters. None of the parties have filed the building approval plan to show that the height of the building is more than 15 meters. It is found from the memorandum of understanding (Annexure-7) that the building is of 6 floors. After adding the stilt floor (as is shown in the brochure Annexure-1), it comes to 7 floor height, which will not be less than 70 feet in height and more than 20 meters. So, the respondent is required to obtain fire safety certificate from the competent Authority. The issue is answered accordingly in favour of the complainant.

9. **Issue No.iv**

As regards delay in handing over possession of the houses (flats) to the allottees, the respondent is liable to pay interest to the allottees as per Section-18 (1) of the Act, 2016, which is as follows:

18. Return of amount and compensation- (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building-

(a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or

(b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason,

he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

So, the respondent is liable to pay interest to the allottees of the association. Clause-8 of the agreement for sale (Annexure-2) is as follows:

“8. The builder undertakes to complete the unit in all respects and deliver possession thereof to the purchaser upon receipt of the Apartment cost in time as well as such other costs within a period of 24 months with a grace period of 6 months from the date of execution of this agreement.”

The respondent has not averred that there was different period for completion in different agreements. This agreement (Annexure-2) was executed on 31.01.2011 and the possession of the house (flat) should have been handed over within 30 months, i.e., on or

before 30.07.2013 but it was handed over possession on 16.06.2020 though sale-deed was executed vide RSD No.11531803389 dt.12.10.2018. So, the respondent is liable to pay interest to the allottees after different dates of handing over possession in the respective agreement for sale to the respective allottees and from the date of actual payment of different installment till the date of handing over possession of the house (flat) to the respective allottees. So, far percentage of interest is concerned, it is mentioned in Rule-16 of the Odisha Real Estate (Regulation and Development Rules, 2017, which is as follows:

“16. Interest payable by promoter and allottee. -

The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two per cent.

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.”

Now the State bank of India highest marginal cost of lending rate is 9% per annum. So, the respondent is to pay $9+2 = 11\%$ interest per annum. The issue is answered accordingly in favour of the complainant.

10. Issue No.v

So far amenities are concerned, it is the case of the complainant that the respondent promised in the advertisement-cum-brochure (Annexure-1) and agreement for sale (Annexure-2) that it will

provide (a) block wise electrical transformer; (b) block wise borewell; (c) flat wise TV connection; (d) flat wise telephone connection; (e) block wise CCTV; two lifts in each block; (f) fire-fighting equipment in each block; (g) block wise DG set; (h) intercom facility; (i) external boundary of required height with barbed wire; (j) lift with Automatic Rescue Device with ISI Certification for a “multistoried building” with annual maintenance contract; (k) market/commercial complex and school; and yoga center, children’s play area sufficient for 1108 flat owners. We went through the lay out plan in the advertisement-cum-brochure (Annexure-1) and found that there is mention of school and commercial complex within the project area and in the specifications thereof, it is mentioned that there will be intercom facility and 6 passengers’ lift of standard make. There is no mention of other facilities in Annexure-1 as claimed by the complainant. In the agreement for sale (Annexure-2) it is mentioned in the details of specifications that the respondent will provide intercom facility and TV outlets in living and master bed room but not the other facilities as claimed by the complainant. It is the case of the respondent that they have provided D.G. set, lift, two children’s park and open gymnasium, boundary wall as per agreement. However, it is not known whether the approved plan of the project has space for school or market complex. If it is there in the approved plan space for construction of school and market complex, the respondent is bound to provide the same. But the complainant failed to prove the approved plan to claim the same. So, the respondent is liable to provide inter-com facility and TV outlets in living and master

bed room of each flat. The issue is answered accordingly, partly in favour of the complainant.

11. **Issue No.vi**

As regards declaration of Clause-6 of the agreement to declare void as claimed by the complainant in view of delay in completion of the project, it is mentioned in Clause-6 of the agreement as follows:

“6. That in the event the purchaser fails, neglects, defaults to pay the amount on the stipulated time, the builder has right to claim penal interest @5% per month on the defaulted amount. Otherwise, the builder in his discretion has the right to cancel the allotment of the defaulting customer and carry on the construction and select one or more customer for the purpose, so as not to impede progress and completion of the construction of the total project.”

This is an agreement between the parties and as such it cannot be declared void as it does not come under the void agreements as per the Contract Act. There is no pleading by the complainant that the contractual terms of clause-6 of the agreement are ex-facie one sided, unfair and unreasonable. There is no pleading by the complainant that the delay in payment was due to delay in construction by the respondent. When both the parties have agreed to certain terms and conditions, it cannot be declared void by this Authority, unless barred by law. So, the parties are bound by the contract and the defaulting

allottees are liable to pay interest to the respondent as agreed. The issue is answered accordingly in favour of the respondent.

12. **Issue No.vii**

As regards maintenance cost of the common areas and common amenities is concerned, it is the case of the complainant that as the respondent has not obtained occupancy certificate in respect of the project, it is the duty of the respondent to maintain the common areas and common amenities with his own cost and the respondent should return the amount received from the allottees with interest. Hon'ble Supreme Court of India in **Dharmendra Sharma v. Agra Development Authority: 2024 INSC 667**, it was categorically held that a purchaser cannot be compelled to accept possession without completion and statutory certificates, and such an offer is legally untenable. The following paragraphs are apposite:

“29. The appellant’s key contention regarding the absence of the completion certificate and firefighting clearance certificate merits serious consideration. The appellant consistently raised this issue, asserting that a valid offer of possession cannot be made without these documents. Section 4(5) of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and Section 19(10) of the RERA Act, 2016 mandate that a developer must obtain these certificates before offering possession. Despite the appellant’s repeated requests, ADA failed to produce these certificates, rendering its offer of possession incomplete and legally invalid.

30. The appellant has rightly cited relevant precedents to bolster this argument. In **Debashis Sinha v. R.N.R. Enterprise** [(2023) 3 SCC 195: (2023) 1 SCC (Civil) 356], this Court held that possession offered without the requisite completion certificate is illegal, and a purchaser cannot be compelled to take possession in such circumstances.”

In view of this authoritative pronouncement, possession without an Occupancy Certificate cannot be forced upon the allottees. Obtaining such certificate is a statutory pre-condition integral to lawful delivery of possession. Section-11 (4) (d) & (g) of the Act, 2016 is as follows:

“11. Functions and duties of promoter- x x x x

(4) The promoter shall -

x x x x

(d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees;

x x x x

(g) pay all outgoings **until he transfers the physical possession of the real estate project to the allottee or the associations of allottees**, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, **maintenance charges**, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities,

banks and financial institutions, which are related to the project):

Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person; x x x x”

(the above highlight is by us to give emphasis)

When the possession given by the respondent to the allottee association (complainant) is not lawful sans occupancy certificate, the respondent is liable to maintain the common amenities of the project at its own cost till the respondent obtains occupancy certificate from the competent Authority and should return the amount received from individual allottees in this regard. The issue is answered accordingly in favour of the complainant.

13. **Issue No.viii**

As regards fixation of final cost of the flats, it is the case of the complainant that as per clause-25 that the final measurement of the flats has not been taken to ascertain the final cost of the flat. The respondent should make measurement of the flats in the project to fix the final cost of the flat and to return back money if taken extra as per the measurement to the respective allottees. Clause-25 of the agreement for sale is as follows:

“25. It is mutually agreed between the parties that all measurements of Area of flats are tentative. The area of the flat may be little more or less because of any modification/ alternation pertaining to the designs/ structure as per advice of their Architect which may be necessary for designing safety factor of the building. After completion of the said building, the final measurement of the said flat will be taken by the Architects/ Engineer of the builders and the decision of the promoter’s Architects/ Engineer will be binding and final on both the parties and after the final measurement, if there is marginal decrease or increase in the areas, then the said difference will be borne either by the builder in case of the short fall or by the purchaser if the area is found in excess.”

In view of the agreement, the respondent is to make measurement of each flat in the project in presence of the respective allottee for final measurement of the flat to ascertain whether the square foot area provided to the allottee is the same as promised in the agreement for sale and in the event of short-fall, the respondent is to make payment of the short area to the allottee and in the event of extra area found as per the agreement, the allottee is to pay the extra amount to the respondent. The issue is answered accordingly in favour of the complainant.

14. **Issue No.ix**

As regards extra amount collected from the allottees towards transformer and fire-fighting equipment, it is the case of the complainant that the respondent should not take extra amount towards electricity meter and transformer charges as extra, over and above the flat cost. The complainant has not mentioned the extra amount which was taken from each of the allottees towards electricity meter and transformer charges. It is the case of the respondent that the respondent has not charged any extra amount towards electricity meter and transformer charges from the allottees. It is mentioned in column-36 of the agreement for sale as follows:

“36. The second party shall bear the cost of registration (including stamp duty and allied expenses as per the Government Rules), parking space, electricity meter and transformer charges extra, over and above the flat cost.”

In view of the fact that the complainant has not averred as to how much the respondent has taken towards electricity meter and transformer charges from the allottees and the averment of the respondent that it has not taken extra amount towards electricity meter and transformer charges from the allottees, the complainant is not entitled to get back the charges taken by the respondent towards it. The averment of the complainant should be clear and specific as to the amount taken extra by the respondent towards electricity meter and transformer charges from each of the allottees separately. In the

absence of it, the complainant is not entitled to get back the charges taken by the respondent towards it. The issue is answered accordingly in favour of the respondent.

15. **Issue No.x**

In view of our foregoing discussions, the respondent is liable to complete the project in all respect and obtain registration certificate from ORERA, occupancy certificate and Fire Safety Certificate from the competent Authority. The respondent is liable to pay interest @11% per annum on the payments made after the date of scheduled date of completion in the respective agreement for sale till the date of actual handing over possession of the flats to the respective allottees. The respondent is liable to provide inter-com facility and TV outlets in living and master bed room of each flat. The respondent is liable to maintain the common amenities of the project at its own cost till the respondent obtains occupancy certificate from the competent Authority and should return the amount received from individual allottees in this regard. The respondent is liable to make measurement of each flat in the project in presence of the respective allottee for final measurement of the flat to ascertain whether the square foot area provided to the allottee is the same as promised in the agreement for sale and in the event of short-fall, the respondent is to make payment of the short area to each of the respective allottee and in the event of extra area found as per the agreement, the respective allottee is to pay the extra amount to the respondent. Hence ordered.

ORDER

The case of the complainant is allowed in part on contest against the respondent. However, in view of the circumstances of the case, there is no order as to cost. The respondent is directed

- (i) to complete the project in all respect and obtain registration certificate from ORERA, occupancy certificate and Fire Safety Certificate from the competent Authority; and
- (ii) to pay interest @11% per annum on the payments made from the scheduled date of completion in the respective agreement for sale till the date of actual handing over possession of the flats to the respective allottees; and
- (iii) to provide inter-com facility and TV outlets in living and master bed room of each flat; and
- (iv) to maintain the common amenities of the project at its own cost till the respondent obtains occupancy certificate from the competent Authority and to return the amount received from individual allottees in this regard; and
- (v) to make measurement of each flat in the project in presence of the respective allottee for final measurement of the flat to ascertain whether the square foot area provided to the allottee is the same as promised in the agreement for sale and in the event of short-fall, the respondent is to make payment of the short area to each of the respective allottee and in the event of extra area found as per the

agreement, the respective allottee is to pay the extra amount to the respondent.

(2) The respondent is further directed to comply the orders within a period of six months, failing which the order will be executed and necessary further proceedings will be initiated as per law. The complainant is to file the documents of each allottees in respect of the payments made and scheduled date of delivery of possession in the agreement for sale during execution proceeding, if the respondent did not pay any amount to any allottee in respect of delayed payment within the stipulated period. In the event of failure by the respondent to make measurement of each flat, the respondent association is to make measurement of each flat to ascertain any short fall with respect to the respective agreement for sale and prepare a chart of payment required to be made by the respondent to each of the allottees and file the same during execution proceeding in the event of failure by the respondent to do the same within the stipulated period. The complainant association is also directed to prepare a chart as to how much of maintenance charges has been paid by each allottee with proof, if any, and file the same during execution proceeding in the event of failure by the respondent to pay the same within the stipulated period.

Sd/-

Member(Judl)

Sd/-

Chairperson.

OF DOCUMENTS RELIED ON BY THE COMPLAINANT.

Annexure-1	Photocopy of advertisement
Annexure-2	Photocopy of agreement for sale of apartment/flat.
Annexure-3	Photocopy of certificate of registration of society.
Annexure-4	Photocopy of application of ORERA
Annexure-5	Photocopy of ORERA letter dated 11.07.2018
Annexure-6	Photocopy of rejection of registration
Annexure-7	Photocopy of MOU dated 13.11.2015
Annexure-8 Series	Photocopy of letters dated 01.06.2016, 08.06.2017 and 10.07.2023
Annexure-9	Photocopy of resolution dated 01.05.2024
Annexure-10	Photocopy of BDA notification dated 10.07.2011
Annexure-11	Photocopy of completion certificate dated 19.05.2021.

LIST OF DOCUMENTS RELIED ON BY THE RESPONDENT.

Annexure-A	Copy of letter No.HHRWC/07/24 dated 01.04.2024 addressing to Madhusudan Panigrahi, Director
Annexure-B	Photocopy of Notification No.4844 dated 15.02.2020.
Annexure-C	Photocopy of Form-I, Building Plan application form.
Annexure-D	Photocopy of possession of “Hi-Tech Heaven” Apartment.

Sd/-
Member (Judl)

Sd/-
Chairperson.