

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

PRESENT:

**Shri Asit Kumar Mohapatra, Chairperson.
Shri Shyam Sundar Dash, Member (Judicial)**

C.C. No. 889 of 2024

Dr. Sujata Dash, aged about 54 years, W/o. Hurdananda Baral, At-Flat No.B-701, Plot No. 25, Hindon Apartments, Vasundhara Enclave, Delhi- 110096.

... .. Complainant.

Versus

Central Government Employees Welfare Housing Organisation, represented by Chief Executive Officer, Sri Dinesh Kapila, S/o. late G. M. Kapila, At- 6th Floor, A-Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

..... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1101 of 2024

Bibhuti Bhusan Misra, aged about 78 years, S/o. late Baikntha Nath Misra, Flat No. C-4/64, Kendriya Vihar, Kendriya Vihar Road, near C. V. Raman Engineering College, Tamando, P.S. Janla, Dist.Khordha.

Present Address:

Bibhuti Mishra, c/o. Dr. (Prof.) Debashish Mishra, Indian Statistical Institute (Delhi Centre) Qutub Institutional Area, P.O. Hauz Khash, New Delhi- 110016.

... Complainant.

Versus

Central Government Employees Welfare Housing Organisation, represented by Chief Executive Officer, Sri Dinesh Kapila, S/o. late

G. M. Kapila, At- 6th Floor, A-Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri M. Agarwal.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1116 of 2024

Dr. Debabrata Kanungo, aged about 78 years, S/o. late Nityananda Kanungo, At- House No.294, Sector-21-D, Faridabad-121001, Haryana.

... .. Complainant.

Versus

Central Government Employees Welfare Housing Organisation, represented by Chief Executive Officer, Sri Dinesh Kapila, S/o. late G. M. Kapila, At- 6th Floor, A-Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

..... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1117 of 2024

Brig. Antaryami Pradhan, aged about 66 years, S/o. late Udayanath Pradhan, At- Flat No. D-44, Block-3-D, Kendriya Vihar, Tamando, Bhubaneswar, Dist. Khurda.

... Complainant.

Versus

Central Government Employees Welfare Housing Organisation, represented by Chief Executive Officer, Sri Dinesh Kapila, S/o. late G. M. Kapila, At- 6th Floor, A-Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1118 of 2024

Sri Chandra Mohan Patnaik, aged about 68 years, S/o. Late Pramod Charan Patnaik, At- Flat No.44, Block-D-3, Kendriya Vihar, Tamando, Bhubaneswar-751028, Dist. Khordha, Odisha.

... Complainant.

Versus

Central Government Employees Welfare Housing Organisation, (CGEWHO), Represented by Chief Executive Officer (CEO) Shri Dinesh Kapila S/o-Late G. M. Kapila, At-6th Floor, "A" Wing, Janpath Bhawan, Janpath, New Delhi - 110001

... Respondent.

Advocates

For the complainant: Shri R. C. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1119 of 2024

Dr. Chitaranjan Patra, aged about 64 years, S/o.Krushna Chandra Patra, House No.C-29, NIT Campus, Rourkela-769008.

... Complainant.

Versus

Central Govt. Employees Welfare Housing Organization, (CGEWHO) represented by its Chief Executive Officer (CEO) Dinesh Kapila, S/o- G. M. Kapila 6th Floor, "A" Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1120 of 2024

Debananda Sahoo, aged about 65 years, S/o- Late Hurdananda Sahoo, At- 2nd Floor, Krishna Park, Devil Road New Venu Santist Eye Centre, Khanpur, Delhi-110062.

... Complainant.

Versus

Central Govt. Employees Welfare Housing Organization,
(CGEWHO) represented by its Chief Executive Officer (CEO)
Dinesh Kapila, S/o- G. M. Kapila 6th Floor, “A” Wing, Janpath
Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri R.Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1121 of 2024

Smt. Sudhanshu Bala Nanda, aged about 63 years, W/o- Prakash
Nanda, Flat No.A-35, Bathla Apartment-43, I. P. Extension, New
Delhi-110092,

At present- Flat No. 56, KendriyaVihar, Begunia Berahai, PO/PS-
Tamando, Bhubaneswar-751028.

... Complainant.

Versus

Central Govt. Employees Welfare Housing Organization,
(CGEWHO) represented by its Chief Executive Officer (CEO)
Dinesh Kapila, S/o- G. M. Kapila, 6th Floor, “A” Wing, Janpath
Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

C.C. No. 1122 of 2024

Sri P. Ram Lingeswar Rao, aged about 69 years S/o- Late P.
Sanyasi Raju, At-Bali Bhagat Road, Buxi Bazar, Cuttack-753001.

... Complainant.

Versus

Central Govt. Employees Welfare Housing Organization,
(CGEWHO) represented by its Chief Executive Officer (CEO)

Dinesh Kapila, S/o- G. M. Kapila 6th Floor, “A” Wing, Janpath Bhawan, Janpath, New Delhi, 110001.

... Respondent.

Advocates

For the complainant: Shri R. Ch. Nayak & his Associates.

For the Respondent: Shri S. Pani & his Associates.

-: ORDER:-

Dated the 27th day of April, 2026

These complaint cases U/s.31 of the Real Estate (Regulation & Development) Act, 2016 (here-in-after referred to as the “Act, 2016”) are filed against the respondent/promoter, Central Govt. Employees Welfare Housing Organization (CGEWHO). In **CC No.889 of 2024**, the complainant seeks to direct the respondent to refund Rs.6,56,820/- (cost of escalation) + Rs.4,65,819/- (excess of land cost) + Rs.1,48,000/- (cost of stilt parking) + Rs.70,200/- (excess amount taken in 6th installment) + Rs.20,112/- (collected towards society charges), total Rs.13,60,951/- along with prescribed interest from 10.12.2013 till the date of refund. In **CC No.1101 of 2024**, the complainant seeks to direct the respondent (i) to refund Rs.5,39,820/- (cost of escalation) + Rs.1,48,000/- (cost of stilt parking) + Rs.36,507/- (apartment ownership charges), total Rs.7,69,127/- along with prescribed interest from 13.09.2013 till the date of refund; and (ii) to execute sale deed with the complainant and obtain occupancy certificate; and (iii) to impose penalty U/s.59(1) of the Act, 2016 for not registering the 1st phase of the project with ORERA; and (iv) to impose penalty U/s.60 of the Act, 2016 for not uploading the total plan approval in the ORERA web site. In **CC No.1116 of 2024**, the complainant seeks

to direct the respondent to refund Rs.4,01,529/- (excess of land cost) + Rs.5,39,820/- (escalation cost) + Rs.1,48,000/- (cost of stilt parking) + Rs.44,800/- (excess amount taken in 6th installment) + Rs.17,012/- (collected towards society charges), total Rs.11,59,012/- along with prescribed interest from 10.12.2013 till the date of refund. In **CC No.1117 of 2024**, the complainant seeks to direct the respondent to refund Rs.6,56,820/- (escalation cost) + Rs.70,200/- (excess amount taken in 6th installment) + Rs.20,112/- (collected towards society charges), total Rs.7,47,132/- along with prescribed interest from 06.09.2013 till the date of refund. In **CC No.1118 of 2024**, the complainant seeks to direct the respondent to refund Rs.4,65,819/- (excess of land cost) + Rs.6,56,820/- (escalation cost) + Rs.1,48,000/- (cost of stilt parking) + Rs.70,200/- (excess amount taken in 6th installment) + Rs.20,112/- (collected towards society charges) + Rs.13,848/- (equalization/ interest charges), total Rs.13,74,799/- along with prescribed interest from 10.12.2013 till the date of refund. In **CC No.1119 of 2024**, the complainant seeks to direct the respondent to refund Rs.4,21,460/- (escalation cost) + Rs.20,600/- (excess amount taken in 6th installment) + Rs.8,850/- (collected towards society charges), total Rs.4,53,910/- along with prescribed interest from 04.12.2013 till the date of refund. In **CC No.1120 of 2024**, the complainant seeks to direct the respondent to refund Rs.4,21,460/- (escalation cost) + Rs.20,600/- (excess amount taken in 6th installment) + Rs.8,850/- (collected towards society charges) + Rs.42,904/- (equalization/ interest charges), total Rs.4,93,814/- along with prescribed interest from 19.12.2013 till the date of refund. In **CC No.1121 of 2024**, the

complainant seeks to direct the respondent to refund Rs.4,01,529/- (excess amount taken towards land cost) + Rs.5,39,820/- (escalation cost) +Rs.1,48,000/- (collected for stilt parking cost) + Rs.44,800/- (excess amount taken in 6th installment) + Rs.17,012/- (collected towards society charges), total Rs.11,59,012/- along with prescribed interest from 28.01.2014 till the date of refund. In **CC No.1122 of 2024**, the complainant seeks to direct the respondent to refund Rs.3,37,769/- (excess amount taken towards land cost) + Rs.4,21,460/- (escalation cost) + Rs.20,600/- (excess amount taken in 6th installment) + Rs.8,850/- (collected towards society charges)+ Rs.69,378/- (equalization/ interest charges), total Rs.8,58,057/- along with prescribed interest from 16.12.2013 till the date of refund.

As similar questions of facts and law are involved in all these nine cases, the cases were heard analogous and this analogous order is passed.

2. The case of the complainant in **CC No.889 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. During February, 2007, the complainant deposited Rs.60,750/- with the respondent towards EMD and application fee for allotment of a

Type-D flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.5,32,800/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as 'BDA') on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied club house building consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent on 22.10.2008 entered into a contract with M/s.Manzeeera Constructions Ltd. for construction of the project. The super built-up area of the type-A, B, C and D flats were 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent issued notice to the complainant to pay the 2nd installment of Rs.2,66,400/- which was paid by the complainant to the respondent on 06.10.2008. In that notice, it is mentioned that the payment of Rs.5,32,800/- towards 1st installment was spent towards cost of land. The respondent sent notice to the complainant to pay the third installment of Rs.3,55,200/- by 31.08.2009. Due to increase of super built-up area, the cost of the flat was increased from Rs.17,76,000/- to Rs.21,27,000/-, which is difference of Rs.5,31,000/-. So, the cost of the flat was again escalated by Rs.5,47,000/- due to delay of completion of the project increasing the cost of the flat to Rs.29,75,797/-. The complainant paid Rs.2,66,400/- on 01.10.2020 and Rs.2,80,800/- on 19.12.2011

towards 4th installment, Rs.3,55,200/- on 12.03.2012 towards 5th installment. The respondent demanded Rs.9,18,997/- towards 6th installment and it was paid by the complainant on 10.12.2013. On demand the complainant also paid Rs.1,48,000/- towards stilt parking. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased Flat No.4, Type-D, in Block No.1 of 1st floor, admeasuring 1677 sq.ft. on 22.04.2017. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.5,47,000/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. As per the certified copy of the sale deed, the respondent has purchased Ac.10.136 decimals of land for Rs.2,50,00,000/-. So, the share of the complainant should have been Rs.66,981.46 paise and not Rs.5,32,800/- demanded and collected by the respondent from the complainant. So, the respondent is liable to refund Rs.4,65,819/- to the complainant which it has taken towards cost of the land. The certified copies of sale deeds are at Annexure-14 and 15. The respondent asked the complainant to

furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon'ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.21,27,000/- and this was payable in five installments. However, the respondent demanded Rs.20,56,800/- leaving a balance of Rs.70,200/-. This was called for payment in 6th installment. The 6th installment of Rs.9,18,997/- includes Rs.70,200/- as per the demand notice which was payable in 5th installment. As it was not due in the 6th installment, the respondent should return the amount to the complainant. The respondent has demanded and collected an amount of Rs.43,977/- @ 1.5% of the total cost of Rs.29,31,820/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.13,40,939/-. Society charges of 1.5% of Rs.13,40,939/- comes to Rs.20,112/-, which the respondent should return to the complainant. So, the complainant came up with this case seeking the aforesaid reliefs.

In **CC No.1101 of 2024**, the case of the complainant who purchased Flat No.64, C-type, in Block No.4, 4th floor, admeasuring 1377 sq.ft. on 28.03.2018, is that the complainant applied for allotment of a Type-C Flat in the project and deposited Rs.49,950/- towards EMD. The cost of the Flat as per brochure was Rs.15,22,000/- tentatively. The Flat was allotted and the allotment letter -cum- first installment notice dated 29.03.2007 (Annexure-3) was sent to the complainant. It is mentioned in Annexure-3 that the first installment is Rs.4,56,600/- and the tentative cost of the Flat includes the cost of the land of Rs.4,56,600/-. The first installment was deposited by the complainant on 14.05.2007. The project plan was approved by BDA in March, 2008 and it was informed by the respondent to the complainant vide Annexure-4. In August, 2008 the complainant was informed that the first installment was spent towards land cost and project work has commenced. By notice dated 20.08.2008 the complainant was asked to pay the second installment of Rs.2,28,300/- (Annexure-5). By letter dated 22.07.2009 the complainant was asked to pay the third installment of Rs.3,04,400/-. The complainant deposited the 2nd installment on 22.09.2008 and the third installment on 01.09.2009. Thereafter, the respondent made advertisement (Annexure-6) for Type-B, C and D flats with SBA of 1081 sq.ft, 1377 sq.ft and 1677 sq.ft., respectively effective from December, 2009 with last date of application, February, 2010. It was also mentioned therein that the construction of 2nd phase will be at the same location over which the 1st phase work is going on and the 2nd phase will commence in October, 2010. The second phase plan approval was already

obtained along with the first phase, which is evident from the ORERA website. In response to a mail message dated 25.04.2010 (Annexure-7) the respondent replied (Annexure-8) that they have to complete the project by February, 2011. By a letter dated 17.05.2010 the respondent informed the complainant that the cost of the Flat with SBA 1377 sq.ft was computed at Rs. 17,46,000/- tentatively. The amount payable in the fourth and fifth installments was fixed at Rs.3,40,300/- and Rs.4,16,400/- respectively. The respondent by notice dated 31.08.2010 asked the complainant to pay the fourth installment of Rs.2,28,300/- and then by a notice dated 18.11.2011 the complainant was asked to pay Rs.1,79,200/-. This was followed by a notice dated 01.02.2012 for payment of fifth installment of Rs.3,04,400/-. The complainant deposited the 4th installment of Rs.1,79,200/- and the 5th installment on 24.09.2010, 07.12.2011 and 16.02.2012 respectively. The total amount paid by the complainant to the respondent comes to Rs.17,01,200/-. The respondent vide a letter dated 13.07.2012 (Annexure-10) asked the complainant to furnish option to allotment of stilt parking area and to pay Rs.1,48,000/- on allotment. In June, 2013 the respondent by lottery draw allotted Flat No.64/4th floor and SPA No.190 in Block-C/4 of 1st phase to the complainant. By letter dated 19.07.2013 (Annexure-11) the respondent was informed that the project was completed and the constructed Flats were ready for possession subject to furnishing of Annexure-I, II, and affidavit in Annexure-III and on full payment of sixth installment dues. The respondent sent a notice (Annexure-12) to the complainant to pay Rs.7,69,352/- in the 6th installment by 20.09.2013, which the

complainant paid on 13.09.2013. The complainant unwillingly paid the sixth installment even though the Flat was incomplete having not received occupancy certificate. The project in-charge of the respondent delivered the Flat and the stilt parking area on paper on November, 2013 on being directed by the respondent vide letter dated 24.09.2013 (Annexure-13). The project in-charge issued a certificate (Annexure-14) signed on 25.11.2013 where the complainant had to sign on the dotted lines. Hence, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1116 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. The complainant deposited Rs.49,950/- with the respondent towards EMD and application fee for allotment of a Type-C flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.4,56,000/- towards 1st installment. So, the complainant acquired a right to flat on and from 03/2007. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as ‘BDA’) on 31.03.2008 vide

Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied club house building consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent on 22.10.2008 entered into a contract with M/s. Manzeeera Constructions Ltd. for construction of the project. The super built-up area of the type-A, B, C and D flats were 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent issued notice to the complainant to pay the 2nd installment of Rs.2,28,300/- which was paid by the complainant to the respondent. In that notice, it is mentioned that the payment of Rs.4,56,600/- towards 1st installment was spent towards cost of land. The respondent sent notice to the complainant to pay the third installment of Rs.3,04,400/- by 31.08.2009. Due to increase of super built-up area of Type-C at 1377 Sq. ft, the cost of the flat was increased unilaterally by Rs.2,24,000/-. So, the cost of the flat including land cost of Rs.4,56,600/- was computed tentatively at Rs.17,46,000/-. Hence, a sum of Rs.2,28,300/- and Rs.3,04,400/- was payable in 4th and 5th instalment. But, the cost of the flat was again escalated by Rs.4,50,000/- due to delay of completion of the project increasing the cost of the flat to Rs.24,70,327/-. The complainant paid all total Rs.24,70,327/- (i.e Rs.4,56,600/- towards 1st installment, Rs.2,28,300/- on 6.10.2008 towards 2nd installment, Rs.3,05,000/- on 13.02.2009 towards 3rd installment, Rs.2,28,000/- on 5.10.2010 towards 4th installment, Rs.3,04,100/- on 5.3.2012 towards 5th installment and Rs.7,69,127/- on 10.12.2013 towards 6th installment). On demand the complainant also paid Rs.1,48,000/-

towards stilt parking. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained "part occupancy certificate" dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased Flat No.22, Type-C, in Block No.2 on the 2nd floor, admeasuring 1377 sq. ft. on 10.05.2017. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.4,50,000/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-6. As per the certified copy of the sale deed, the respondent has purchased Ac.10.136 decimals of land for Rs.2,50,00,000/-. So, the share of the complainant should have been Rs.55,071/- and not Rs.4,56,600/- demanded and collected by the respondent from the complainant. So, the respondent is liable to refund Rs.4,01,529/- to the complainant which it has taken towards cost of the land. The certified copies of sale deeds are at Annexure-14 and 15. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments

paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon'ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.17,46,000/- and this was payable in five installments. However, the respondent demanded Rs. 7,76,378/- which was called for payment in 6th installment. The 6th installment of Rs.7,76,378/- includes Rs.44,800/- as per the demand notice which was payable in 5th installment. As it was not due in the 6th installment, the respondent should return the amount of Rs.44,800/- to the complainant. The respondent has demanded and collected an amount of Rs.36,503/- @ 1.5% of the total cost of Rs.22,85,820/- in addition to cost of stilt parking area of Rs.1,48,000/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.11,34,149/-. Society charges of 1.5% of Rs.11,34,149/- comes to Rs.17,012/-, which the respondent should return to the complainant. So, the respondent should return the total amount of Rs.11,59,012/- to the complainant. Hence, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No. 1117 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of "Bhubaneswar Housing Project" in December, 2006. A scheme brochure (Annexure-1) was published for construction of

S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. During February, 2007, the complainant deposited Rs.60,750/- with the respondent towards EMD and application fee for allotment of a Type-D flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.5,32,800/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as 'BDA') on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied club house building consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent on 22.10.2008 entered into a contract with M/s. Manzeera Constructions Ltd. for construction of the project. The super built-up area of the type-A, B, C and D flats were 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent issued notice to the complainant to pay the 2nd installment of Rs.2,66,400/- which was paid by the complainant to the respondent on 06.10.2008. In that notice, it is mentioned that the payment of Rs.5,32,800/- towards 1st installment was spent towards cost of land. The respondent sent notice to the complainant to pay the third installment of Rs.3,55,200/- by 31.08.2009. Due to

increase of super built-up area, the cost of the flat was increased from Rs.17,76,000/- to Rs.21,27,000/-, which is difference of Rs.5,32,000/-. So, the cost of the flat was again escalated by Rs.5,47,000/- due to delay of completion of the project increasing the cost of the flat to Rs.29,75,797/-. The complainant paid Rs.2,66,400/- and Rs.3,55,200/- towards 4th installment and 5th installment. The respondent demanded Rs.9,18,997/- towards 6th installment and the cost of the flat increased to Rs.29,75,797/-. On demand the complainant also paid Rs.1,48,000/- towards stilt parking. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been completed by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.5,47,000/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. As per the certified copy of the sale deed, the respondent has purchased Ac.10.136 decimals of land for Rs.2,50,00,000/-. So, the share of the complainant should have been Rs.66,981.46 paise and not Rs.5,32,800/- demanded and collected by the respondent from the complainant. So, the respondent is

liable to refund Rs.4,65,819/- to the complainant which it has taken towards cost of the land. The certified copies of sale deeds are at Annexure-14 and 15. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon'ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.21,27,000/- and this was payable in five installments. However, the respondent demanded Rs.20,56,800/- leaving a balance of Rs.70,200/-. This was called for payment in 6th installment. The 6th installment of Rs.9,18,997/- includes Rs.70,200/- as per the demand notice which was payable in 5th installment. As it was not due in the 6th installment, the respondent should return the amount to the complainant. The respondent has demanded and collected an amount of Rs.43,977/- @ 1.5% of the total cost of Rs.29,31,820/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.13,40,939/-. Society charges of 1.5% of Rs.13,40,939/- comes to Rs.20,112/-, which the respondent should return to the complainant.

So, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1118 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. During February, 2007, the complainant deposited Rs.60,750/- with the respondent towards earnest money deposit and application fee for allotment of a Type-D flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.5,32,800/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as ‘BDA’) on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied community hall consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent issued notice to the complainant to pay the 2nd installment of Rs.2,66,400/- which was paid by the complainant to the respondent on 06.10.2008. The respondent on 22.10.2008 entered into a contract with M/s.

Manzeeera Constructions Ltd. for construction of the project. At that time, the super built-up area of the type-A, B, C and D flats were calculated at 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent sent notice to the complainant to pay the 3rd installment of Rs.3,55,200/- by 31.08.2009. Consequent upon determination of super built-up area of Type-D flat at 1677 sq.ft for which the announced cost of the flat allotted to the complainant was increased by Rs.3,51,000/-. So, the adjusted announced cost of the flat including land cost of Rs.5,32,800/- was computed at Rs.21,27,000/- from Rs.17,76,000/- which is difference of Rs. 3,51,000/- vide letter dated 17.05.2010 (Annexure-16) and the said amount was payable in 5 installment. The cost of the flat was again escalated by Rs.5,47,000/- due to delay of completion of the project increasing the cost of the flat to Rs.29,75,797/-. The complainant paid Rs.5,32,000/- on 14.05.2007 towards 1st installment, Rs. 2,66,400/- towards 2nd installment, Rs.3,55,200/- towards 3rd installment, Rs.2,66,000/- on 1.10.2010 towards 4th installment and Rs.2,80,800/- on 23.12.2011 towards 5th installment. The respondent demanded Rs.9,18,997/- towards 6th installment and it was paid by the complainant on 16.12.2013. On demand the complainant also paid Rs.1,48,000/- towards stilt parking. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with

completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased a Type-D Flat. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.5,47,000/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. As per the certified copy of the sale deed, the respondent has purchased Ac.10.136 decimals of land for Rs.2,50,00,000/-. So, the share of the complainant should have been Rs.66,981.46 paise and not Rs.5,32,800/- demanded and collected by the respondent from the complainant. So, the respondent is liable to refund Rs.4,65,819/- to the complainant which it has taken towards cost of the land. The certified copies of sale deeds are at Annexure-14 and 15. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon’ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated

17.05.2010 was Rs.21,27,000/- and this was payable in five installments. However, the respondent demanded Rs.20,56,800/- leaving a balance of Rs.70,200/-. This was called for payment in 6th installment. The 6th installment of Rs.9,18,997/- includes Rs.70,200/- as per the demand notice which was payable in 5th installment. As it was not due in the 6th installment, the respondent should return the amount to the complainant. The respondent has demanded and collected an amount of Rs.43,977/- @ 1.5% of the total cost of Rs.29,31,820/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.13,40,939/-. Society charges of 1.5% of Rs.13,40,939/- comes to Rs.20,112/-, which the respondent should return to the complainant. So, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1119 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. During February, 2007, the complainant deposited Rs.40,500/- with the respondent towards earnest money deposit for allotment of a Type-B flat. The respondent sent letter dt.29.03.2007 to the

complainant confirming allotment and demanding Rs.3,81,000/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as 'BDA') on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied community hall consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent issued notice to the complainant to pay the 2nd installment of Rs.1,90,500/- which was paid by the complainant to the respondent on 06.10.2008. The respondent on 22.10.2008 entered into a contract with M/s. Manzeeera Constructions Ltd. for construction of the project. At that time, the super built-up area of the type-A, B, C and D flats were calculated at 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent sent notice to the complainant to pay Rs.2,54,000/- towards 3rd installment by 31.08.2009. Consequent upon determination of super built-up area of Type-B flat at 1081sq.ft for which the announced cost of the flat allotted to the complainant was increased by Rs.1,03,000/-. So, the adjusted announced cost of the flat including land cost of Rs.3,81,000/- was computed at Rs.13,73,000/- from Rs.12,70,000/- vide letter dated 17.05.2010 (Annexure-16) and the said amount was payable in 5 installments. Out of Rs.13,73,000/-, the complainant has deposited land cost Rs.3,81,000/- as 1st installment by 14.5.2007, Rs.1,90,500/- as 2nd

installment, Rs.2,54,000/- as 3rd installment. A sum of Rs.1,90,500/- and Rs.2,54,400/- was to be paid by the complainant towards 4th and 5th installments. The cost of the flat was again escalated by Rs.4,21,460/- due to delay of completion of the project. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased a Type-B Flat admeasuring 1081sq.ft.. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.4,21,460/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon’ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up

area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.13,75,000/- and this was payable in five installments. However, the respondent demanded Rs.20,600/- for payment in 6th installment. The complainant has paid the said amount in 5th installment. As it was not due in the 6th installment; the respondent should return the amount to the complainant. The respondent has demanded and collected an amount of Rs.8,850/- @ 1.5% of the total cost of Rs.5,90,060/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.5,90,060/-. Society charges of 1.5% of Rs.5,90,060/- comes to Rs.8,850/-, which the respondent should return to the complainant. The respondent is to refund an amount of Rs.4,53,910/- (escalation cost of Rs.4,21,460/-+excess amount Rs.20,600/- adjusted I n 6th installment + Rs.8,850/- collected with society charges) to the complainant. So, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1120 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively.

During February, 2007, the complainant deposited Rs.40,500/- with the respondent towards earnest money deposit for allotment of a Type-B flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.3,81,000/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as 'BDA') on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied community hall consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent issued notice to the complainant to pay the 2nd installment of Rs.1,90,500/- which was paid by the complainant to the respondent. The respondent on 22.10.2008 entered into a contract with M/s. Manzeeera Constructions Ltd. for construction of the project. At that time, the super built-up area of the type-A, B, C and D flats were calculated at 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent sent notice to the complainant to pay Rs.2,54,000/- towards 3rd installment by 31.08.2009. Consequent upon determination of super built-up area of Type-B flat at 1081 sq.ft for which the announced cost of the flat allotted to the complainant was increased by Rs.1,03,000/-. So, the adjusted announced cost of the flat including land cost of Rs.3,81,000/- was computed at Rs.13,73,000/- from Rs.12,70,000/- vide letter dated 17.05.2010 (Annexure-16) and the said amount

was payable in 5 installments. Out of Rs.13,73,000/-, the complainant has deposited land cost Rs.3,81,000/- as 1st installment by 24.5.2007, Rs.1,90,500/- on 05.09.2008 as 2nd installment, Rs.2,54,000/- as 3rd installment. A sum of Rs.1,90,500/- and Rs.2,54,400/- have been paid by the complainant towards 4th and 5th installments. The cost of the flat was again escalated by Rs.4,21,460/- due to delay of completion of the project. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained "part occupancy certificate" dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased a Type-B Flat admeasuring 1081 sq.ft. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.4,21,460/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and

the judgment of the Hon'ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.13,75,000/- and this was payable in five installments. The respondent demanded Rs.13,52,400/- leaving a balance of Rs.20,600/-. The 6th installment of Rs.8,62,101/- including Rs.20,600/- has been paid as 5th installment. The amount paid in 5th installment was not payable in 6th installment. The complainant is entitled to get back Rs.20,600/- from the respondent. The respondent has demanded and collected an amount of Rs.26,917/- @ 1.5% of the total cost of Rs.5,90,060/- (escalation Rs.4,21,460/- + stilt parking Rs.1,48,000/- + excess amount as adjusted amount Rs.20,600/-). The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.5,90,060/-. Society charges of 1.5% of Rs.5,90,060/- comes to Rs.8,850/-, which the respondent should return to the complainant. The respondent is to refund an amount of Rs.4,93,814/- (escalation cost of Rs.4,21,460/- + excess amount Rs.20,600/- adjusted in 6th installment + Rs.8,850/- collected with society charges + interest charges of Rs.42,904/-) to the complainant. So, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1121 of 2024**, in brief, is that the respondent lodged a housing project in the name

and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. The complainant deposited Rs.49,950/- with the respondent towards EMD and application fee for allotment of a Type-C flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.4,56,600/- towards 1st installment. So, the complainant acquired a right to flat on and from 03/2007. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as ‘BDA’) on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied club house building consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent on 22.10.2008 entered into a contract with M/s. Manzeeera Constructions Ltd. for construction of the project. The super built-up area of the type-A, B, C and D flats were 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent issued notice to the complainant to pay the 2nd installment of Rs.2,28,300/- which was paid by the complainant to the respondent. In that notice, it is mentioned that the payment of Rs.4,56,600/- towards 1st installment was spent towards cost of

land. The respondent sent notice to the complainant to pay the third installment of Rs.3,04,400/- by 31.08.2009. Due to increase of super built-up area of Type-C at 1377 Sq. ft, the cost of the flat was increased unilaterally by Rs.2,24,000/-. So, the cost of the flat including land cost of Rs.4,56,600/- was computed tentatively at Rs.17,46,000/- as per letter dated 17.05.2010. Out of the said amount, the complainant deposited land cost of Rs.4,56,600/- as 1st instalment by 14.05.2007. Hence, a sum of Rs.2,28,300/- and Rs.3,04,400/- was payable in 4th and 5th instalment. But, the cost of the flat was again escalated by Rs.4,50,000/- due to delay of completion of the project. The complainant was asked to deposit Rs.7,76,368/- in 6th installment. The cost of the flat was increased to Rs.24,78,178/-. On demand the complainant also paid Rs.1,48,000/- towards stilt parking. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased a Type-C Flat admeasuring 1377 sq. ft. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.4,50,000/- from the complainant due to delay in construction. The respondent obtained conditional

occupancy certificates vide Annexure-6. As per the certified copy of the sale deed, the respondent has purchased Ac.10.136 decimals of land for Rs.2,50,00,000/-. So, the share of the complainant should have been Rs.55,071/- and not Rs.4,56,600/- demanded and collected by the respondent from the complainant. So, the respondent is liable to refund Rs.4,01,529/- to the complainant which it has taken towards cost of the land. The certified copies of sale deeds are at Annexure-14 and 15. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon'ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.17,46,000/- and this was payable in five installments. However, the respondent demanded Rs. 7,76,378/- which was called for payment in 6th installment. The 6th installment of Rs.7,76,378/- includes Rs.44,800/- as per the demand notice which was payable in 5th installment. As it was not due in the 6th installment, the respondent should return the amount of Rs.44,800/- to the complainant. The respondent has demanded and collected an amount of Rs.36,503/- @ 1.5% of the total cost of Rs.22,85,820/- in addition to cost of stilt parking area of

Rs.1,48,000/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted comes to Rs.11,34,149/-. Society charges of 1.5% of Rs.11,34,149/- comes to Rs.17,012/-, which the respondent should return to the complainant. So, the respondent should return the total amount of Rs.11,59,161/- to the complainant. Hence, the complainant came up with this case seeking the aforesaid reliefs.

The case of the complainant in **CC No.1122 of 2024**, in brief, is that the respondent lodged a housing project in the name and style of “Bhubaneswar Housing Project” in December, 2006. A scheme brochure (Annexure-1) was published for construction of S+4 storied 256 flats in the category of Type-A (500 Sq.ft), B (1000 sq.ft.), C (1200 sq.ft.) and D (1400 sq.ft.) under self-financing scheme for a tentative cost of Rs.6,98,000/-, Rs.12,70,000/-, Rs.15,22,000/- & Rs.17,76,000/- respectively. During February, 2007, the complainant deposited Rs.40,500/- with the respondent towards earnest money deposit for allotment of a Type-B flat. The respondent sent letter dt.29.03.2007 to the complainant confirming allotment and demanding Rs.3,81,000/- towards 1st installment. As per the brochure, the project was to commence in mid-2007 on approval of project plan and will complete within 30 months. The respondent got plan approval from Bhubaneswar Development Authority (here-in-after referred to as ‘BDA’) on 31.03.2008 vide Annexure-2 for construction of 31 blocks of S+4 storied residential and one block of G+1 storied

community hall consisting of 496 flats of type-A, B, C and D measuring 600 sq.ft., 1059 sq.ft., 1322 sq.ft. and 1615.5 sq.ft. respectively. The respondent issued notice to the complainant to pay the 2nd installment of Rs.1,90,500/- which was paid by the complainant to the respondent on 06.10.2008. The respondent on 22.10.2008 entered into a contract with M/s. Manzeeera Constructions Ltd. for construction of the project. At that time, the super built-up area of the type-A, B, C and D flats were calculated at 582 sq.ft., 1081 sq.ft., 1377 sq.ft. and 1677 sq.ft. respectively. The construction of the project started in August, 2008. The respondent sent notice to the complainant to pay Rs.2,54,000/- towards 3rd installment by 31.08.2009. Consequent upon determination of super built-up area of Type-B flat at 1081 sq.ft for which the announced cost of the flat allotted to the complainant was increased by Rs.1,03,000/-. So, the adjusted announced cost of the flat including land cost of Rs.3,81,000/- was computed at Rs.13,73,000/- from Rs.12,70,000/- vide letter dated 17.05.2010 (Annexure-16) and the said amount was payable in 5 installments. Out of Rs.13,73,000/-, the complainant has deposited land cost Rs.3,81,000/- as 1st installment by 14.05.2007, Rs.1,90,500/- as 2nd installment, Rs.2,54,000/- as 3rd installment. A sum of Rs.1,90,500/- and Rs.2,54,400/- was to be paid by the complainant towards 4th and 5th installments. The cost of the flat was again escalated by Rs.4,21,460/- due to delay of completion of the project. The project plan was approved on 31.03.2008 and the construction works started in August, 2008. So, the project should have been complete by February, 2011, within 30 months from

commencement of the project as per the brochure. The respondent through the architecture made application on 19.01.2013 with completion certificate for issue of occupancy certificate. The completion certificate is at Annexure-5. The respondent obtained “part occupancy certificate” dated 25.03.2013 (Annexure-6). As per BDA Regulation, 2008 the part occupancy certificate is provisional. The complainant purchased a Type-B Flat admeasuring 1081 sq.ft.. The delay in construction of the project is due to the negligence of the respondent and as such the respondent should not have taken Rs.4,21,460/- from the complainant due to delay in construction. The respondent obtained conditional occupancy certificates vide Annexure-10 and 11. The respondent asked the complainant to furnish option for allotment of stilt parking area and intimated the cost thereof as Rs.1,48,000/- vide letter dated 30.07.2012 (Annexure-12) when the project was not complete. However, the complainant paid the stilt parking area charges of Rs.1,48,000/- along with the installments paid. The charging of extra amount for stilt parking violates the BDA approved plan and the judgment of the Hon’ble Supreme Court of India. Parking area at stilt floor is neither a flat nor a garage and it comes within the super built-up area. So, the respondent is liable to return Rs.1,48,000/- to the complainant. The cost of the flat as per notification dated 17.05.2010 was Rs.13,75,000/- and this was payable in five installments. However, the respondent demanded Rs.20,600/- for payment in 6th installment. The complainant has paid the said amount in 5th installment. As it was not due in the 6th installment, the respondent should return the amount to the complainant. The

respondent has demanded and collected an amount of Rs.8,850/- @ 1.5% of the total cost of Rs.5,90,060/-. The respondent should not have charged 1.5% for society charges over the escalation cost, excess land cost, stilt parking and excess amount adjusted which comes to Rs.5,90,060/-. Society charges of 1.5% of Rs.5,90,060/- comes to Rs.8,850/-, which the respondent should return to the complainant. The respondent is to refund an amount of Rs.4,53,910/- (escalation cost of Rs.4,21,460/- + excess amount Rs.20,600/- adjusted in 6th installment + Rs.8,850/- collected with society charges) to the complainant. So, the complainant came up with this case seeking the aforesaid reliefs.

3. The respondent in all these cases came up with its show cause that the respondent, Central Government Employees Welfare Housing Organisation is an autonomous body established under the Ministry of Housing and Urban Affairs, Govt. of India to act as a nodal agency to construct residential projects by self-financing for its beneficiaries on 'No loss and No profit basis'. An association namely Kendriya Vihar Resident's Welfare Association is an association formed by the beneficiaries/ allottees of the Phase-I of the project and the complainants are members of the said association. The complaint cases are hit by non-joinder of necessary parties because the BDA being the competent Authority granted occupancy certificate has not been made a party by the complainant. The respondent further submitted that the complainants have filed these cases to obtain unlawful monetary gains by way of interest by attempting to evade the due payment and they are liable to pay *quo* the allotted unit to the respondent.

The respondent contended that these complaint cases are not maintainable as this Authority has decided in Complaint Case No. 390 of 2022 and 332 of 2022 that provisions of the Act, 2016 are not applicable to Phase-I of the project of CGEWHO by relying upon the decision dated 11.11.2021 passed by the Hon'ble Apex Court in the case of Newtech. Promoters and Developer Pvt. Ltd. Vs. State of UP and others. The completion certificate along with the part occupancy certificate issued by the competent Authority under BDA (Planning and Building Standards) Regulations, 2008 with respect to this project are filed as Annexure-D and E respectively. The complainants have no cause of action to file these cases against the respondent. The respondent has averred that the project is not registered with the ORERA because the Authority had taken cognizance of the fact that much prior to the Act, 2016 came into existence, the project got occupancy certificate on 25.03.2013. The respondent has filed orders passed by this Authority in CC No.390 of 2022 and CC No.332 of 2022 as Annexure-F and G to show that this Authority has already held that in view of the occupancy certificate, the provisions of the Act, 2016 are not applicable to this case. The complainants have been in possession in their respective dwelling units from the year, 2014 without any complaint with regard to any defects or deficiency in service. The statutory period of removal of any defect has been lapsed, as the maintenance works of the project has been taken over by the Society of home buyers in the year, 2016. As the completion and occupancy certificate has been obtained much prior to the Act, 2016 came into force, registration of the project with ORERA is not

necessary and the Phase-I of the project does not come within the purview of the Act, 2016. The complaint cases should be dismissed in view of the observation made in the case of KVRWA Vs. CGEWHO, CC No.10/2021 and Appeal No. 137 of 2023. The respondent has filed an appeal against the impugned order in MSA No.26 of 20244 before the Hon'ble High Court of Orissa which is still pending. The documents relied on by the complainants do not depict any latches and lapses on the part of the respondent. Since the year, 2013-14, the beneficiaries of Phase-I of the project have been enjoying physical possession of their dwelling units without raising any grievance. The possession-cum-occupation letters were issued during the year, 2013-14 and the complainants were handed over possession of their respective units during the year, 2013-14. These documents are filed by the respondents with different Annexures. So far as enhancement of cost is concerned, the SBA was changed with every category of flats with a revised plan approval. So, there was enhancement of cost of the flat due to increase of SBA and the increase was as per the condition stipulated in the brochure. There was delay in commencement of construction for which there was enhancement in the cost of materials resulting in enhancement of cost of units. Such facts were intimated to every allottees of Phase-1 including the complainants. The allottees including the complainants of Phase-1 were intimated about increase of price due to increase in cost of materials and were given option whether to continue with the project with enhanced cost. The letters are filed in different Annexures in the cases. The complainants having exercised the option to continue with

enhanced cost, cannot now ask for return of the enhanced money with interest. Before the judgment of Hon'ble Supreme Court in the year, 2010, stilt parking was not being regarded as common area. But in view of the decision of Hon'ble Supreme Court, the developer is entitled to collect cost of parking from the allottees. The complainants have no *locus standi* to delve into the matters of collection of subscription by the respondent towards the cost of land and building, except the collection affecting to the complainants as per the contract. The collection and expenses of the housing project floated for the sake of employees are properly audited by the Accounts Officer, Chartered Accountants and Cost Accountants engaged by the respondent with the approval of Government of India. So, there is no question of defrauding the beneficiaries by misrepresentation. The complainants have signed undertakings that they are satisfied with the accounts and cost of their respective flats. They have also undertook that they know that the cost of their respective flats are tentative and the final cost will be worked out after all payment of the contractors and other agencies; and that they will pay the additional cost to CGEWHO after the final costing of their respective dwelling unit. So, to the respondent, the cases should be dismissed.

4. The complainants file rejoinder to the show cause filed by the respondents that in OREAT Appeal No.137 of 2023 challenging the order of learned AO, in AOCC No.10 of 2021, Hon'ble OREAT vide order dt.15.05.2024 held that the Act, 2016 is applicable to Phase-1 of the project. By order dt.16.01.2024 in CC No.85 and by order dt.22.08.2023 in CC No.83 of 2023 this

Authority held that the cases are maintainable. By order dt.19.04.2023 in AOCC No.23 of 2022 and by order dt.07.09.2023 in AOCC No.30 of 2022 and by order dt.12.09.2023 in AOCC No.03 of 2023, learned AO awarded compensation against the respondent. By order dt.25.04.2023 in CC No.76 of 2019, Hon'ble State Consumer Disputes Redressal Commission, Odisha, Cuttack and by order dt.08.04.2016 in FA No.21 of 2015, Hon'ble First Additional Bench of State Consumer Disputes Redressal Commission, Punjab passed order against the respondent.

5. In order to prove the case, the complainant in CC No. 889 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008 as Annexure-2, photocopy of allotment letter–cum-call up notice for payment of first installment and 2nd installment, Bhubaneswar Housing Scheme as Annexure- 3 & 4, photocopy of completion certificate dated 19.01.2023 as Annexure-5, photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dated 25.3.2013 as Annexure-6, photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-7, photocopy of order dated 18.07.2023 in AOCC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar as Annexure-8, photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar as Annexure-9, photocopy of letter No. T-7-1/14 dated 13.11.2015 regarding approach road and signing of conveyance deed as Annexure-10, photocopy of Occupancy Certificate vide No.31145/BDA, Bhubaneswar dated 22.10.2016 as

Annexure-11, photocopy of sale deed of flat as Annexure-12, copy of Bench Mark valuation of plot No.97, 74 and 84 issued by the District Sub-Registrar, Bhubaneswar as Annexure-13 and 14, photocopy of sale deeds dated 16.11.2006 as Annexure-15 and 6, photocopy of letter No. T-701/3 dated 24.01.2011 regarding present status of the project as Annexure-17, photocopy of letter dated 15.12.2011 regarding commencement of construction of CGEWHO's Bhubaneswar Phase-II Project at Begunia Barai as Annexure-18, photocopy of certified copy of order dated 25.04.2023 in CC No. 76 of 2019 of the State Consumer Dispute Redressal Commission, Cuttack as Annexure-19.

In order to prove the case, the complainant in CC No. 1101 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of allotment letter–cum-call up notice for payment of first installment and 2nd installment, Bhubaneswar Housing Scheme dt.29.3.2007 as Annexure-2, photocopy of project progress-regarding letter dt.15.04.2008 as Annexure-3, photocopy of call up notice for payment of 2nd installment- Bhubaneswar project as Annexure-4, photocopy of advertisement for construction of flats in the 2nd phase of project announced in 2006 as Annexure-5, photocopy of e-mail message dated 25.04.2010 as Annexure-6, photocopy of reply dt.11.05.2010 in response to e-mail message dt.25.04.2010 as Annexure-7, copy of notification dt.17.05.2010 as Annexure-8, copy of allotment letter dt.30.07.2012 as Annexure-9, copy of letter dt.19.07.2013 as Annexure-10, copy of 6th installment notice dt.22.07.2013 as Annexure-11, copy of letter dt.24.09.2013 as Annexure-12, copy of certificate of PIC signed on 25.11.2013 as

Annexure-13, copy of plan approval letter dt.31.03.2008 as Annexure-14, copy of Annexure-1 attached with the plan approval letter dt.31.3.2008 as Annexure-15, copy of contract agreement dt.22.10.2008 as Annexure-16, copy of completion certificate dated 19.01.2013 in Form VI/Part-A as Annexure-17, copy of Madras High Court Judgment as Annexure-18, copy of part occupancy certificate dt.25.03.2013 as Annexure-19, copy of RTI reply dt.31.01.2024 as Annexure-20, copy of Flat sale deed dt.28.03.2018 as Annexure-21 and copy of letter dt.17.09.2019 as Annexure-22.

In order to prove the case, the complainant in CC No.1116 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photocopy of allotment letter–cum-call up notice for payment of first installment and 2nd installment, Bhubaneswar Housing Scheme as Annexure-3 and 4, photocopy of completion certificate dt.19.01.2023 as Annexure-5, photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dt.25.3.2013 as Annexure-6, photocopy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-7, photocopy of order dt.18.07.2023 in AC. CC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar as Annexure-8, photocopy of order dt.16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar as Annexure-9, photocopy of letter No. T-7-1/14 dt.13.11.2015 regarding approach road and signing of conveyance deed as Annexure-10, photocopy of Occupancy Certificate vide No.31145/BDA, Bhubaneswar dt.22.10.2016 as Annexure-11,

photocopy of sale deed of flat as Annexure-12, copy of Bench Mark valuation of plot No.97, 74 and 84 issued by the District Sub-Registrar, Bhubaneswar as Annexure-13, photocopy of sale deeds dt.16.11.2006 as Annexure-14 and 15, photocopy of letter No. T-701/3 dt.24.01.2011 regarding present status of the project as Annexure-16, photocopy of letter dt.15.12.2011 regarding commencement of construction of CGEWHO's Bhubaneswar Phase-II Project at Begunia Barai as Annexure-17 and photocopy of certified copy of order dt.25.04.2023 in CC No. 76 of 2019 of the State Consumer Dispute Redressal Commission, Cuttack as Annexure-18.

In order to prove the case, the complainant in CC No. 1117 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photocopy of allotment letter –cum- call up notice for payment of first installment and 2nd installment, Bhubaneswar Housing Scheme as Annexure-3 and 4, photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dt.25.3.2013 as Annexure-5, copy of part occupancy certificate dt.25.3.2013 as Annexure-6, photocopy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-7, photocopy of order dt.18.07.2023 in AC. CC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar as Annexure-8, photocopy of order dt.16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar as Annexure-9, copy of letter dt.13.11.2015 and conditional occupancy certificate as Annexure-10 and 11, copies of

letters dt.17.05.2010, 24.01.2011 and 15.12.2011 as Annexure-12, 13 and 14 respectively and photocopy of para-10 of letter of intent as Annexure-15.

In order to prove the case , the complainant in CC No. 1118 of 2024 has filed copy of Scheme Brochure as Annexure-1, copy of BDA Approval dated 31-03-2008 as Annexure-2, copy of Allotment Letter-first instalment notice as Annexure-3, copy of 2nd installment notice as Annexure-4, copy of completion Certificate dt.19-01-2013 as Annexure-5, copy of part Occupancy Certificate dt.25/03/2013 as Annexure-6, copy of OREAT Appeal No.137/2023 Order dt.15/05/2024 as Annexure-7, copy of AOCC No.85/2023 Order dt.16/01/2024 as Annexure-8, copy of letter dated 13/11/2015 by the CEO (Approach Road) as Annexure-9, copy of conditional Occupancy Certificate dt.22/11/2018 as Annexure-10, copy of pages of Sale deed w.r.t. Land cost as Annexure-11, copy of land cost—as per valuation by the Sub-Registrar, Khurda at Bhubaneswar as Annexure-12, copy of Sale deed No.11582/2006 dt.16/11/2006 as Annexure-13, copy of sale deed No.11594/2006, dt.16/11/2006 as Annexure-14, copy of pages of Technical Brochure—Stilt parking is in 157.427 sq.ft. is included in SBA of 1677 sq.ft. as Annexure-15, copy of Escalation letter dt.17/05/2010 as Annexure-16, copy of delay letter dt.24/01/2011 as Annexure-17, copy of delay letter dt.15/12/2011 as Annexure-18, copy of order of CC No.76/2019 dt.25/04/2023 by State Consumer Dispute Redressal Commission, Cuttack as Annexure-19.

In order to prove the case , the complainant in CC No. 1119 of 2024 has filed copy of photocopy of Scheme brochure as Annexure-1, copy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photo-copy of allotment letter–cum-call up notice for payment of first installment, Bhubaneswar Housing Scheme as Annexure-3, photocopy of completion certificate dt.19.01.2013 as Annexure-4, copy of part occupancy certificate dt.25.3.2013 as Annexure-5, photo-copy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-6, photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar as Annexure-7, copy of letter dt.13.11.2015 and conditional occupancy certificate as Annexure-8, copy of conditional occupancy certificate dt.22.11.2018 as Annexure-9, copy of Approach road letter dt.12.01.2018-PMGSY as Annexure-10, copy of escalation letter dt.17.05.2010 as Annexure-11, copy of delay letter dt.24.01.2011 as Annexure-12, copy of delay letter dt.15.12.2011 as Annexure-13, copy of order of CC No.76/2019 dt.25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack as Annexure-14, copy of possession dt.04.12.2013 as Annexure-15.

In order to prove the case, the complainant in CC No. 1120 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photocopy of allotment letter–cum-call up notice for payment of first installment, Bhubaneswar Housing Scheme as Annexure-3,

photocopy of completion certificate dt.19.01.2013 as Annexure-4, copy of part occupancy certificate dt.25.03.2013 as Annexure-5, photocopy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-6, photocopy of order dt.16.01.2024 in CC No. 85 of 2023 of ORERA, Bhubaneswar as Annexure-7, Copy of letter dt.13.11.2015 and conditional occupancy certificate as Annexure-8, copy of conditional occupancy certificate dt.22.11.2018 as Annexure-9, copy of Approach road letter dt.12.01.2018-PMGSY as Annexure-10, copy of escalation letter dated 17.05.2010 as Annexure-11, copy of delay letter dt.24.01.2011 as Annexure-12, copy of delay letter dt.15.12.2011 as Annexure-13, copy of order of CC No.76/2019 dt.25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack as Annexure-14.

In order to prove the case, the complainant in CC No. 1121 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photocopy of allotment letter-cum-call up notice for payment of first installment and 2nd installment, Bhubaneswar Housing Scheme as Annexure-3 and 4, photocopy of completion certificate dt.19.01.2013 as Annexure-5, copy of part occupancy certificate dt.25.03.2013 as Annexure-6, photocopy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-7, copy of order of Adjudicating Officer (not available in the record) as Annexure-8, photocopy of order dt.16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar as

Annexure-9, copy of Approach road letter dt.12.01.2018-PMGSY as Annexure-10, copy of occupancy certificate dt.22.10.2018 as Annexure-11, copy of sale deed of flat as Annexure-12, copy of bench mark valuation of Mouza- Begunia Barei Plot No. 97, 74 and 84 issued by DSR, Bhubaneswar as Annexure-13, copy of sale deed dt.16.11.2006 as Annexure-14, copy of sale deed dt.16.11.2006 executed by Madhabananda Pradhan as Annexure-15, copy of Technical Brochure as Annexure-16, copy of interim costing of Bhubaneswar, Phase-I project as Annexure-17, copy of CGEWHO regarding present status of the project as Annexure-18, copy of letter dt.15.12.2011 regarding commencement of construction in CGEWHO's Bhubaneswar Phase-II Project as Annexure-19 and copy of order passed by the State Consumer Dispute Redressal Commission, Cuttack in CC No. 76 of 2019 as Annexure-20.

In order to prove the case, the complainant in CC No. 1122 of 2024 has filed photocopy of Scheme brochure as Annexure-1, photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dt.31.03.2008 as Annexure-2, photocopy of allotment letter-cum-call up notice for payment of first installment, Bhubaneswar Housing Scheme as Annexure-3, photocopy of completion certificate dt.19.01.2013 as Annexure-4, copy of part occupancy certificate dt.25.3.2013 as Annexure-5, photocopy of order dt.15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023 as Annexure-6, copy of A.O.C.C No. 85 of 2023 order dt.16.01.2024 as Annexure-7, photocopy of letter dt.13.11.2015 by the CEO (Approach Road.) as Annexure-8, copy of Approach road letter dt.12.01.2018-PMGSY

as Annexure-9, copy of conditional occupancy certificate dt.22.10.2018 as Annexure-10, copy of pages of sale deed w.r.t. land cost as Annexure-11, copy of bench mark valuation of Mouza-BeguniaBarei Plot No. 97, 74 and 84 issued by DSR, Bhubaneswar as Annexure-12, copy of sale deed No. 11582/2006 dt.16.11.2006 as Annexure-13, copy of sale deed No. 11594/2006 dt.16.11.2006 as Annexure-14, copy of escalation letter dt.17.05.2010 as Annexure-15, copy of delay letter dt.24.01.2011 as Annexure-16, copy of delay letter dt.15.12.2011 as Annexure-17, copy of order of CC No. 76 of 2019 dt.25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack as Annexure-18.

To substantiate its plea, the respondent in these cases has filed photocopy of review of annual report and audited accounts of the CGEWHO as Annexure-A, photocopy of Income-tax return from 2022-23 to 2026-27 as Annexure-B, photocopy of assessment of income tax for the year, 2018-19 with respect to CGEWHO as Annexure-C, photocopy of completion certificate as Annexure-D, photocopy of occupancy certificate as Annexure-E, photocopy of order dt.20.03.2023 passed by this Authority in CC No.390 of 2022 as Annexure-F, photocopy of order dated 22.05.2023 passed by this Authority in CC No. 332 of 2022 as Annexure-G, photocopy of CGEWHO Rules as Annexure-H, photocopy of possession and occupation letter of flat in Bhubaneswar Phase-1 Housing Scheme as Annexure-J, photocopy of Handing/Taking over certificate as Annexure-K, photocopy of acceptance and undertaking given by the beneficiaries as Annexure-L and photocopy of CGEWHO letter dt.24.01.2011 as Annexure-M.

6. With such averments by the parties, issues are framed as follows:

- (i) Whether the cases are maintainable?
- (ii) Whether the respondent is liable to obtain completion certificate, occupancy certificate afresh and to register the project with ORERA?
- (iii) Whether the respondent is liable to return the amounts to the complainants, which they have taken towards cost of escalation, excess land cost, cost of stilt parking, excess amount in 6th installment and society charges, etc?
- (v) Whether the complainants are entitled to the relief/s sought for?

7. **Issue No.(i)& (ii)**

As similar questions of facts and law are involved, both the issues are taken up together for consideration. Learned counsel for the respondent submitted that Phase-1 of the project got completion certificate on 19.01.2013 as per the sanctioned building plan No.3035/BP/BDA dt.31.03.2008. The completion certificate is filed in each case. The occupancy certificate is issued by Bhubaneswar Development Authority on 25.03.2013. The occupancy certificate is also filed. The respondent after receiving occupancy certificate, requested the complainants during 2013-14 to take possession of their respective flats after receiving the final consideration amount. Thereafter, the possessions of the flats were handed over to the respective complainants during the year, 2013-14. This Authority by order dt.20.03.2023 in CC No.390 of 2022

and by order dt.22.05.2023 in CC No.332 of 2022 held that the cases are not maintainable relying on the decision of Hon'ble Supreme Court of India in Newtech Promoters & Developers Pvt. Ltd. Vs. State of UP & Others, etc. However, Hon'ble OREAT by order dt.15.05.2024 in OREAT Appeal No.137 of 2023 held that the completion certificate dt.19.01.2013 is not valid and consequently the occupancy certificate dt.25.03.2013 based on it is also not valid and as such the case is maintainable under the provisions of the Act, 2016. But the respondent has challenged the legality of the order of Hon'ble OREAT before Hon'ble High Court in MSA No.26 of 2024. In the case between **Kalpna Sahoo Vs. Metro Builders Limited & another** in MSA No.17 of 2024, Hon'ble High Court of Orissa in judgment dt.07.08.2025 has held as follows:

“16. The completion certificate serves as a proof that the building has been constructed according to the approved plan, while the occupancy certificate confirms that the building is safe and fit for occupancy. It means that without a completion certificate, the certificate of occupancy is not to be issued as the building cannot be legally occupied. In other words, the completion certificate verifies that the building is constructed as per the plan approved and sanctioned which is a prerequisite for obtaining the occupancy certificate which signifies that the building is safe and fit for use by the buyers. The completion certificate is, in fact, a necessary step in the process of obtaining the certificate of occupancy. It may be

*said that without an occupancy certificate, a building is considered illegally occupied and the buyer and owner of the property could face legal complications and penalty. **In case, there is valid completion certificate granted and it is in respect of project completed before the commencement of the Act, such project would not fall within the ambit of law. If before the cut-off date, any such completion certificate is issued, the project shall have to be held as a completed one. It has to be understood that a project is not amenable to the Act, if a completion certificate is issued before its commencement w.e.f. 1st May, 2017.** One is also required to appreciate the distinct nature of the certificates issued while the completion certificate signifies the fact that the real estate project had been developed according to the sanctioned and lay out plans as approved by the competent authority, whereas, the occupancy certificate is issued for occupation of a building having all the amenities making it fit for human living. An occupancy certificate is granted as per Section 20 A of the ODA Act, consequent upon, receipt of a completion certificate issued under Section 20 thereof. According to Section 20 of the Act, every permission under the Act shall remain valid up to 3 years, during which period, completion certificate from a registered Architect or Engineer or a person approved by the authority shall be submitted and if, the same has not been done, the permission shall have to be revalidated before the expiration of the period and the same shall be subject to the*

rules and regulations in force. As earlier stated, only upon receipt of the completion certificate, the authority concerned under the Act is to consider grant the occupancy certificate in such form prescribed authorizing occupation of a building or the premises in part or full on payment of such fee and on such terms and conditions as may be stipulated. So, it is necessary that, before an occupancy certificate is issued as per Section 20 A of the Act, a completion certificate in respect of a project must have been issued by the authority concerned.

*17. The moot question is, whether, the alleged project of the respondents is an ongoing one or with the issuance of completion certificate prior to the cut-off date, it had been completed and hence, not amenable to the Act? Admittedly, the project of the respondents has not been registered. The commencement of the project is before the Act came into force. Whether, it was still an ongoing project as on 1st May, 2017 is relevant, while considering the plea of the appellant. After having discussed the relevant provisions of the Act and on a conjoint reading of the same, it is clear that what is material is the date of issuance of the completion certificate. **The legality of the completion certificate is not a matter to be considered under the Act as the legislative intent is clear and conspicuous.** A project should be complete as on the date of the commencement of the Act in order to take it out from the purview of registration. So, the completion certificate is a proof of*

*closure of the project as far as the Act is concerned. When it is proved that the completion certificate is received before the Act arrived, the project is not liable to be registered and in such a case, further enquiry as to whether the project is ongoing or not is unwarranted. **The manner in which the completion certificate is issued is the look out of the local authority and as earlier stated, it is granted under Section 20 of ODA Act.** The Court is also of the view that issuance of an occupancy certificate is not the determinative factor to consider whether a project is ongoing or a concluded one. It is at the cost of the repetition held that issuance of a completion certificate seals the fate to make it amenable to the Act.”*

(highlighted by us to give emphasis)

So, to him, the case is not maintainable and the respondent is not liable to register the project with ORERA by obtaining completion certificate and occupancy certificate afresh.

Learned counsels for the complainants submitted that in OREAT Appeal No.137 of 2023, Hon’ble OREAT vide order dt.15.05.2024, (arising out of AOCC No.10 of 2021) has held as follows:

“Thus from the entire discussions made in this paragraph, it is to be concluded that, the completion certificate dt.19.01.2013 of this case is not a valid one and consequently the occupancy certificate dt.25.03.2013 being based on it is also not valid. It is therefore to be held that

phase-1 of the project was not complete on the date of commencement of the Act.”

Neither in this judgment, nor Hon’ble Apex Court in the case of **Newtech Promoters & Developers Pvt. Ltd. Vs. State of UP and Others** decided on 11.11.2021 have held that even if the project is not complete in all respect, on issuance of completion certificate and occupancy certificate, it is to be held that the project is complete in all respect and the project will not come within the purview of the Act, 2016. He has also cited decisions of State Consumer Commission, Odisha, Cuttack to buttress his contention that Hon’ble Commission also held deficiency in service against the respondent. So, to him, the case is maintainable and the respondent is liable to register the project with ORERA by obtaining completion certificate and occupancy certificate afresh.

Hon’ble Supreme Court of India in M/s. Newtech Promoters and Developers Pvt. Ltd. vs. State of U.P and Ors. etc: LiveLaw 2021 SC 641 has held at para-54 as follows:

“54. From the scheme of the Act, 2016, its application is retroactive in character and it can safely be observed that the projects already completed or to which the completion certificate has been granted are not under its fold and therefore, vested or accrued rights, if any, in no manner are affected. At the same time, it will apply after getting the ongoing projects and future projects registered under Section 3 to prospectively follow the mandate of the Act, 2016.”

The Act, 2016 came into operation from 01.05.2017. We have gone through the judgment of Hon'ble High Court in **Kalpana Sahoo case (supra)**. The ratio of the judgment at para-16 is that "In case, there is valid completion certificate granted and it is in respect of a project completed before the commencement of the Act, such project would not fall within the ambit of the law." The other ratio decided at para-17 is that "The legality of the completion certificate is not a matter to be considered under the Act as the legislative intent is clear conspicuous." It is also held therein that "When it is proved that the completion certificate is received before the Act arrived, the project is not liable to be registered and in such a case, further enquiry as to whether the project is ongoing or not is unwarranted; and that the manner in which the completion certificate is issued is the look out of the local authority and as earlier stated, it is granted U/s.20 of the ODA Act."

After such pronouncement of Hon'ble High Court, there is no manner of doubt that the correctness of completion certificate can not be gone into by this Authority. It is found that when the order dt.15.05.2024 was passed by Hon'ble OREAT in OREAT Appeal No.137 of 2023, the decision dt.07.08.2025 of Hon'ble High Court in Kalpana Sahoo case (supra) was not there and as such the decision in Kalpana Sahoo case (supra) is now binding. In this case, the project got completion certificate on 19.01.2013 as per the sanctioned building plan No.3035/BP/BDA dt.31.03.2008. The occupancy certificate was issued by Bhubaneswar Development Authority on 25.03.2013. The possessions of the flats were handed over to the respective

complainants during the year, 2013-14. So, the project being a completed project having obtained completion certificate and occupancy certificate before commencement of the Act, 2016, the project is not an ongoing project and the cases are not maintainable. The respondent need not register the project with ORERA after obtaining completion certificate and occupancy certificate afresh. The issues are answered accordingly in favour of the respondent.

8. **Issue No.(iv)**

As it is already held that the case is not maintainable and the project is not amenable to the Act, 2016, it cannot be decided by this Authority whether the respondent is liable to return the amounts to the complainants, which they have taken towards cost of escalation, excess land cost, cost of stilt parking, excess amount in 6th installment and society charges as alleged by the complainants. This issue is also answered accordingly.

9. **Issue No.(v)**

In view of our foregoing discussions, the complaint cases are not maintainable before this Authority and as such the complainants are not entitled to the reliefs sought for from this Authority. Hence ordered.

ORDER

The cases of the complainants are dismissed on contest against the respondent. However, in the circumstances of the case, there is no order as to cost.

Sd/-

Member (Judicial)

Sd/-

Chairperson.

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 889 of 2024.

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3 and 4	Photocopy of allotment letter-cum- call up notice for payment of first installment and 2 nd installment, Bhubaneswar Housing Scheme.
Annexure-5	Photocopy of completion certificate dated 19.01.2023
Annexure-6	Photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dated 25.3.2013.
Annexure-7	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-8	Photocopy of order dated 18.07.2023 in AC. CC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar.
Annexure-9	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-10	Photocopy of letter No. T-7-1/14 dated 13.11.2015 regarding approach road and signing of conveyance deed.
Annexure-11	Photocopy of Occupancy Certificate vide No.31145/BDA, Bhubaneswar dated 22.10.2016.
Annexure-12	Photocopy of sale deed of flat.
Annexure-13	Copy of Bench Mark valuation of plot No.97, 74 and 84 issued by the District Sub-Registrar, Bhubaneswar.
Annexure-15 and 16.	Photocopy of sale deeds dated 16.11.2006.
Annexure-17	Photocopy of letter No. T-701/3 dated 24.01.2011 regarding present status of the project.
Annexure-18	Photocopy of letter dated 15.12.2011 regarding commencement of construction of CGEWHO's Bhubaneswar Phase-II Project at Begunia Barai.
Annexure-19	Photocopy of certified copy of order dated 25.04.2023 in CC No. 76 of 2019 of the State

	Consumer Dispute Redressal Commission, Cuttack.
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**LIST OF DOCUMENTS RELIED ON BY THE
COMPLAINANT in CC No. 1101 of 2024.**

Annexure-1	photocopy of Scheme brochure
Annexure-2	Photocopy of allotment letter-cum- call up notice for payment of first installment and 2 nd installment, Bhubaneswar Housing Scheme. Dated 29.03.2007
Annexure-3	Photocopy of project progress-regarding letter dated 15.04.2008
Annexure-4	Photocopy of call up notice for payment of 2 nd installment- Bhubaneswar project.
Annexure-5	Photocopy of advertisement for construction of flats in the 2 nd phase of project announced in 2006
Annexure-6	Photocopy of e-mail message dated 25.04.2010.
Annexure-7	Photocopy of reply dated 11.50.2010 in response to e-mail message dated 25.04.2010.
Annexure-8	Copy of notification dated 17.05.2010
Annexure-9	Copy of allotment letter dated 30.07.2012.
Annexure-10	Copy of letter dated 19.07.2013
Annexure-11	Copy of 6 th installment notice dated 22.07.2013
Annexure-12	Copy of letter dated 24.09.2013.
Annexure-13	Copy of certificate of PIC signed on 25.11.2013
Annexure-14	Copy of plan approval letter dated 31.03.2008.
Annexure-15	Copy of Annexure-1 attached with the plan approval letter dated 31.03.2008
Annexure-16	Copy of contract agreement dated 22.10.2008.
Annexure-17	Copy of completion certificate dated 19.01.2013 in Form VI/Part-A
Annexure-18	Copy of Madras High Court Judgment.
Annexure-19	Copy of part occupancy certificate dated 25.03.2013.
Annexure-20	Copy of RTI reply dated 31.01.2024
Annexure-21	Copy of Flat sale deed dated 28.03.2018
Annexure-22	Copy of letter dated 17.09.2019

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 1116 of 2024.

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3 and 4	Photocopy of allotment letter –cum- call up notice for payment of first installment and 2 nd installment, Bhubaneswar Housing Scheme.
Annexure-5	Photocopy of completion certificate dated 19.01.2023
Annexure-6	Photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dated 25.3.2013.
Annexure-7	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-8	Photocopy of order dated 18.07.2023 in AC. CC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar.
Annexure-9	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-10	Photocopy of letter No. T-7-1/14 dated 13.11.2015 regarding approach road and signing of conveyance deed.
Annexure-11	Photocopy of Occupancy Certificate vide No.31145/BDA, Bhubaneswar dated 22.10.2016.
Annexure-12	Photocopy of sale deed of flat.
Annexure-13	Copy of Bench Mark valuation of plot No.97, 74 and 84 issued by the District Sub-Registrar, Bhubaneswar.
Annexure-15 and 16.	Photocopy of sale deeds dated 16.11.2006.
Annexure-17	Photocopy of letter No. T-701/3 dated 24.01.2011 regarding present status of the project.
Annexure-18	Photocopy of letter dated 15.12.2011 regarding commencement of construction of CGEWHO's Bhubaneswar Phase-II Project at Begunia Barai.
Annexure-19	Photocopy of certified copy of order dated 25.04.2023 in CC No. 76 of 2019 of the State

	Consumer Dispute Redressal Commission, Cuttack.
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LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 1117 of 2024.

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3 and 4	Photocopy of allotment letter-cum- call up notice for payment of first installment and 2 nd installment, Bhubaneswar Housing Scheme.
Annexure-5	Photocopy of occupancy certificate in Form-X vide letter No. 11156/BDA, Bhubaneswar dated 25.3.2013.
Annexure-6	Copy of part occupancy certificate dated 25.03.2013
Annexure-7	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-8	Photocopy of order dated 18.07.2023 in AC. CC No.10 of 2021 of the Adjudicating Officer, ORERA, Bhubaneswar.
Annexure-9	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-10, and 11	Copy of letter dated 13.11.2015 and conditional occupancy certificate.
Annexure-12, 13 and 14	Copies of letters dated 17.05.2010, 24.01.2011 and 15.12.2011.
Annexure-15	Photocopy of para-10 of letter of intent.

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 1118 of 2026

Annexure-1	Scheme Brochure
Annexure-2	BDA Approval dated 31-03-2008.
Annexure-3	Allotment Letter-first instalment notice.
Annexure-4	Copy of 2 nd instalment notice.
Annexure-5	Completion Certificate dt.19-01-2013
Annexure-6	Part Occupancy Certificate dt.25/03/2013
Annexure-7	OREAT Appeal No.137/2023 Order dt 15/05/2024
Annexure-8	RA CC No.85/2023 Order dt.16/01/2024

Annexure-9	Letter dated 13/11/2015 by the CEO (Approach Road)
Annexure-10	Conditional Occupancy Certificate dt.22/11/2018.
Annexure-11	Pages of Sale deed w.r.t. Land cost.
Annexure-12	Land cost – as per valuation by the Sub-Registrar, Khurda at Bhubaneswar.
Annexure-13	Copy of Sale deed No.11582/2006 dt.16/11/2006
Annexure-14	Copy of sale deed No.11594/2006, dt 16/11/2006
Annexure-15	Pages of Technical Brochure – Stilt parking is in 157.427 sq.ft. is included in SBA of 1677 sq.ft.
Annexure-16	Escalation letter dated 17/05/2010.
Annexure-17	Delay letter dated 24/01/2011.
Annexure-18	Delay letter dated 15/12/2011.
Annexure-19	Order of CC No.76/2019 dated 25/04/2023 by State Consumer Dispute Redressal Commission, Cuttack.

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 1119 of 2024.

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3	Photocopy of allotment letter-cum- call up notice for payment of first installment, Bhubaneswar Housing Scheme.
Annexure-4	Photocopy of completion certificate dated 19.01.2013
Annexure-5	Copy of part occupancy certificate dated 25.03.2013
Annexure-6	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-7	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-8	Copy of letter dated 13.11.2015 and conditional occupancy certificate.
Annexure-9	Copy of conditional occupancy certificate dated 22.11.2018
Annexure-10	Copy of Approach road letter dated 12.01.2018-

	PMGSY
Annexure-11	Copy of escalation letter dated 17.05.2010
Annexure-12	Copy of delay letter dated 24.01.2011
Annexure-13	Copy of delay letter dated 15.12.2011
Annexure-14	Copy of order of CC No.76/2019 dated 25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack.
Annexure-15	Copy of possession date 4.12.2013.

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 1120 of 2024.

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3	Photocopy of allotment letter –cum- call up notice for payment of first installment, Bhubaneswar Housing Scheme.
Annexure-4	Photocopy of completion certificate dated 19.01.2013
Annexure-5	Copy of part occupancy certificate dated 25.3.2013
Annexure-6	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-7	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-8	Copy of letter dated 13.11.2015 and conditional occupancy certificate.
Annexure-9	Copy of conditional occupancy certificate dated 22.11.2018
Annexure-10	Copy of Approach road letter dated 12.01.2018-PMGSY
Annexure-11	Copy of escalation letter dated 17.05.2010
Annexure-12	Copy of delay letter dated 24.01.2011
Annexure-13	Copy of delay letter dated 15.12.2011
Annexure-14	Copy of order of CC No.76/2019 dated 25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack.

**LIST OF DOCUMENTS RELIED ON BY THE
COMPLAINANT in CC No. 1121 of 2024.**

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3 & 4.	Photocopy of allotment letter –cum- call up notice for payment of first installment and 2 nd installment, Bhubaneswar Housing Scheme.
Annexure-5	Photocopy of completion certificate dated 19.01.2013
Annexure-6	Copy of part occupancy certificate dated 25.3.2013
Annexure-7	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-8	Copy of order of Adjudicating Officer (not available in the record).
Annexure-9	Photocopy of order dated 16.01.2024 in CC No. 85 of 2023 of ORERA Bhubaneswar.
Annexure-10	Copy of Approach road letter dated 12.01.2018-PMGSY.
Annexure-11	Copy of occupancy certificate dated 22.10.2018
Annexure-12	Copy of sale deed of flat
Annexure-13	Copy of bench mark valuation of Mouza- Begunia Barei Plot No. 97, 74 and 84 issued by DSR, Bhubaneswar.
Annexure-14	Copy of sale deed dated 16.11.2006
Annexure-15	Copy of sale deed dated 16.11.2006 executed by Madhabananda Pradhan.
Annexure-16	Copy of Technical Brochure
Annexure-17	Copy of interim costing of Bhubaneswar, Phase-I project.
Annexure-18	Copy of CGEWHO regarding present status of the project.
Annexure-19	Copy of letter dated 15.12.2011 regarding commencement of construction in CGEWHO's Bhubaneswar Phase-II Project.
Annexure-20	Copy of order passed by the State Consumer Dispute Redressal Commission, Cuttack in CC No. 76 of 2019.

**LIST OF DOCUMENTS RELIED ON BY THE
COMPLAINANT in CC No. 1122 of 2024.**

Annexure-1	photocopy of Scheme brochure
Annexure-2	photocopy of approved plan vide letter No. 3035/BP/BDA, Bhubaneswar dated 31.03.2008
Annexure-3	Photocopy of allotment letter –cum- call up notice for payment of first installment, Bhubaneswar Housing Scheme.
Annexure-4	Photocopy of completion certificate dated 19.01.2013
Annexure-5	Copy of part occupancy certificate dated 25.3.2013
Annexure-6	Photocopy of order dated 15.05.2024 passed by OREAT, Bhubaneswar in OREAT Appeal No. 137 of 2023.
Annexure-7	Copy of R.A.C.C No. 85 of 2023 order dated 16.01.2024
Annexure-8	Photocopy of letter dated 13.11.2015 by the CEO (Approach Road.)
Annexure-9	Copy of Approach road letter dated 12.01.2018-PMGSY.
Annexure-10	Copy of conditional occupancy certificate dated 22.10.2018
Annexure-11	Copy of pages of sale deed w.r.t. land cost.
Annexure-12	Copy of bench mark valuation of Mouza- Begunia Barei Plot No. 97, 74 and 84 issued by DSR, Bhubaneswar.
Annexure-13	Copy of sale deed No. 11582/2006 dated 16.11.2006
Annexure-14	Copy of sale deed No. 11594/2006 dated 16.11.2006.
Annexure-15	Copy of escalation letter dated 17.05.2010
Annexure-16	Copy of delay letter dated 24.01.2011
Annexure-18	Copy of delay letter dated 15.12.2011
Annexure-19	Copy of order of CC No. 76 of 2019 dated 25.04.2023 by State Consumer Dispute Redressal Commission, Cuttack.

**LIST OF DOCUMENTS RELIED ON BY THE
COMPLAINANT IN ALL CASES.**

Annexure-A	photocopy of review of annual report and audited accounts of the CGEWHO
Annexure-B	Photocopy of Income tax return from 2-22-23 to 2026-27.
Annexure-C	Photocopy of assessment of income tax for the year 2018-19 with respect to CGEWHO
Annexure-D	Photocopy of completion certificate.
Annexure-E	Photocopy of occupancy certificate.
Annexure-F	Photocopy of order 20.03.2023 passed by this Authority in CCNo.390 of 2022.
Annexure-G	Photocopy of order dated 22.05.2023 passed by this Authority in CC No. 332 of 2022.
Annexure-H	Photocopy of CGEWHO Rules
Annexure-J	Photocopy of possession and occupation letter of flat in Bhubaneswar Phase-1 Housing Scheme.
Annexure-K	Photocopy of Handing/Taking over certificate.
Annexure- L	Photocopy of acceptance and undertaking given by the beneficiaries.
Annexure-M	Photocopy of CGEWHO Letter dated 24.01.2011

Sd/-
Member (Judicial)

Sd/-
Chairperson