## Prayer related to individual compensation (Key differentiators between member's part of legal case vs NOT)

- Delay Possession Penalty: That the Complainant also seeks, inter alia, compensation for the delay in handing over Apartments by Pioneer Urban
- Refund of Increase in Super Area: the refund of the entire amounts collected by the Pioneer Urban from the Allottees/ Owners on account of the alleged illegal increase in super area of each of the Apartments
- Refund of IBMS/IFMS charges: refund of all the amounts illegally collected by the Pioneer Urban on account of IBMS/ IFMS along with interest @18% p.a. from the date the said amounts were collected from each of the member of the Complainant Association till the date of actual refund
- Refund of HVAT Charges: refund of all the monies collected by the Pioneer Urban on account of the deposit for HVAT charges along with interest @18% p.a. from the date of deposit till the date of payment to the Complainant
- Refund of excess EDC/IDC: refund of all the amounts illegally collected by the Pioneer Urban on account of sinking funds along with interest @18% p.a. and refund of the entire amount of money illegally collected by the Pioneer Urban from the Allottees/ Owners on account of alleged excess amount of EDC and IDC and which amount has not been paid to the government

## Prayer Related to handover of facilities to RWA

- To transfer and conveyance of the entire common areas, open areas and all infrastructure and facilities in the Project to the Complainant
- To transfer and conveyance of the club constructed in the Project to the Complainant along with all furniture and fixtures and also the handover of the management
- > To transfer and handover of the maintenance of the entire Project to the Complainant
- > To the total amount of security deposit collected by the Pioneer Urban
- To provide a true and faithful account of all the money collected and spent by the Pioneer Urban on account of maintenance
- handing over of the area of about 14,510 sq. mtr. of the Project land illegally usurped by the Pioneer Urban for its sales office and the payment of rent to the Complainant at the prevailing market rates for the period of illegal occupation of the said land by the Pioneer Urban
- handing over the area of about 894 sq. mtr. of the Project land illegally usurped by the Pioneer Urban for use of a construction shed and payment of rent to the Complainant at the prevailing market rates for the period of illegal occupation of the said land by the Pioneer Urban
- handing over of the shops illegally sold by the Pioneer Urban in the Project and payment of the amount of consideration received by the Pioneer Urban from the sale of the said shops