



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1136 OF 2021

Rodeo Drive Welfare Association

....COMPLAINANT(S)

VERSUS

1. TDI Infrastructure Limited.

....RESPONDENT(S)

&

2. Cannes Property management Services Pvt. Ltd.

CORAM: Rajan Gupta

Chairman

Dilbag Singh Sihag

Member

Date of Hearing: 04.08.2022

Hearing: 3rd

Present: -Mr. Tarjit Singh Chikara, Counsel for the complainant through

VC.

Mr. Shubhnit Hans, Ld. Counsel for the respondent through VC.

ORDER **(RAJAN GUPTA-CHAIRMAN)**

1. Initiating his arguments, learned counsel for the complainant stated that allottees who are members of Complainant Association had booked their shops in the project named "Rodeo Drive-TDI City" of the respondent no.1 situated at Sonipat. Builder Buyer Agreement (hereinafter referred to as BBA) were executed between respondent and complainant allottees between 2017-2018. Complainant allottees have taken possession of their shops between 2018-2019. Conveyance deed have also been executed between respondent no.1 and complainant allottees between 2019 to 2020.

Complainant Association has filed this complaint seeking handover maintenance of project to the Complainant Association; transfer Interest Free Maintenance Security (herein after referred to as IFMS) to the Complainant Association; to complete construction work of basement of the Mall as per sanctioned layout plan. They are further seeking direction to respondent no. 2 to complete STO work, maintain proper functioning of lifts and escalators, allot specific parking to each shop owner/ member allottee, calculate basic sale value of shops as per actual carpet area of each shop; to execute conveyance deed of common area in favour of Complainant Association. They are also seeking proper electricity connection, provisioning of D.G. Transformers of sufficient load for uninterrupted electricity and handover of important documents like sanctioned layout plans, Occupation Certificate, details of expenses incurred on maintenance

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of Mall since April, 2019, record of bills of electricity for each individual meters and to deposit electricity charges collected by respondents from allottees to UHBVN. Complainant association is also seeking direction to respondent no.1 to obtain NOC from various authorities for construction of Mall including National Highway Authority of India (herein after referred to as NHAI). Complainant Association is also aggrieved on the ground that respondent has hypothecated their shops to capital India Finance Ltd. (CIFL) in order to raise Rs. 25 crores on loan.

2. Learned counsel for respondent no.1 has filed reply on merits today. Copy has been supplied to the complainant. In rebuttal, learned counsel for the respondent no.1 has denied allegations made by complainant association on the ground that project is developed and Part Completion Certificates were granted by Department of Town & Country Planning, Haryana on 23.01.2008, 18.11.2013 and 22.09.2017. Occupation Certificate for the project was also received from concerned department on 12.06.2019. Member allottees of Complainant Association have already taken possession and are enjoying possessing of their shops since 2018-2019. He further apprised the Court that respondent company had raised Rs. 25 crores as loan from CIFL but charge has been created only against unsold units, therefore, interest of member allottees of sold shops is not adversely affected by said charge. He further apprised the Court that all documents like sanctioned layout plans, Occupation Certificate dated



12.06.2019 are public record which are available at office of the Town and Country Planning, Haryana. Details of expenses incurred on maintenance of Mall since April, 2019, record of bills of electricity for each individual meters are available at respondent's office for inspection. However, no personal information of any allottee, amount paid by them etc. can be provided to any individual allottee. He stated that amount paid by allottees for electricity charges have already been deposited by respondents to the concerned authority which can be verified by the Complainant Association from the respondent's office. He further apprised that all requisite clearances and no objection certificates etc. have been obtained by respondent from various authorities. No NOC is required from NHAI as Mall does not fall in the prohibited zone of NHAI. He also pointed out that ownership of common areas cannot be transferred to any individual allottee. He further stated that respondent no.2 is responsible for maintenance of common areas as per provisions of agreements executed by allottees. He stated that lifts etc. are being properly maintained by respondents and basement parking and lights are fully operational as reflected in photographs attached with their reply. Even DG sets and STP have been installed by respondents and are properly functioning. Further, no specific parking area was to be provided to shop owners/member allottees as per agreement.

3. After hearing arguments of both parties and perusal of record as well as written submissions of Complainant Association, Authority observes that

project is developed and Part Completion Certificates for the project were granted by Department of Town & Country Planning, Haryana on 23.01.2008, 18.11.2013 and 22.09.2017. Occupation Certificate for the project was also received from concerned department on 12.06.2019. Possession of shops have already been handed over to member allottees. Member allottees had shifted and have been enjoying possession of their shops since 2018-2019. Conveyance Deeds have also been executed in their favour in year 2019 to 2020. No objections were raised by complainant allottees at time of taking possession or execution of conveyance deeds. Therefore, Authority will presume that project is complete and basic infrastructural facilities have been laid as per service plan; and the complainant allottees took possession of their shops after full satisfaction. The contract executed between member allottees and respondent cannot continue to operate till forever especially when both parties have given signed acceptance that all obligations towards each other are fully satisfied and there are no obligations left on any side to fulfil. Thus, contractual relationship between parties had come to an end on execution of conveyance deed. In such scenario, now after about three to four years from taking possession of shops and execution of conveyance deeds thereafter, Authority cannot entertain grievances of complainant allottees.

Now, after obtaining Occupation Certificate of the project, handing over of possession to allottees and execution of conveyance deed by promoters



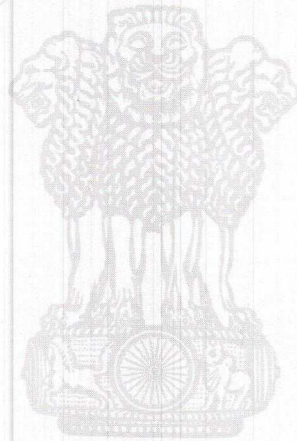
in favour of allottees, Authority considers that contractual relationship between them have come to an end. Therefore, only the remaining obligations now can be enforced by Authority which is handing over of maintenance of project and common areas of project to the Association of allottees for maintenance at their own level. The allottees should constitute their association of which majority of allottees should be members. Respondents shall prepare a detailed document for handing over of possession of common facilities to Association of allottees for maintenance at their own level. In the handing over document, a comparative statement of facilities as were approved to be installed in the plans of project vis-à-vis facilities actually created should be prepared. If there is any deficiency in actual installation of infrastructure compared with the approved plans, an option will be available to either rectify the deficiencies or to give adequate money to the Association for rectification at their own level.

Both parties shall prepare the stated documents and argue before Authority on the next date of hearing.

4. Learned counsel for the complainant has also brought to notice of Authority that respondent has disconnected electricity connection of Shop No. FF-105 on 18.07.2022 without due notice and is further threatening disconnection of electricity connection other member allottees. Authority observes that electricity is a basic infrastructural facility and basic necessity of all human beings and possession of the plot/flat cannot be enjoyed without electricity

connection, and respondent cannot disconnect electricity connection without due process. Therefore, respondents are directed to restore electricity connection of aforesaid shops. Respondents shall also maintain status quo and shall not disconnect electricity connection or discontinue any other services which are being provided by them till final disposal of this case. Respondents shall also not alter/cancel/cause any prejudice to rights of member allottees qua their allotted shops.

5. Case is adjourned to 15.11.2022.



RAJANGUPTA
[CHAIRMAN]

DILBAG SINGH SIHAG
[MEMBER]