



# **HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA**

Website: [www.haryanarera.gov.in](http://www.haryanarera.gov.in)

**COMPLAINT NO. 2650 OF 2019**

Sunshine County Resident Welfare Association .....COMPLAINANT

Versus

M/s Ansal Properties and Infrastructure Ltd.

..... RESPONDENT

**CORAM:**

**Rajan Gupta  
Dilbag Singh Sihag**

**Chairman  
Member**

**Date of Hearing: 23.12.2020**

**Hearing: 7<sup>th</sup>**

**Present: - Sh. Venkat Rao, Counsel for complainant  
Adv. Sunil Kapoor, Counsel for respondents**

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**ORDER (DILBAG SINGH SIHAG-MEMBER)**

1. Detailed facts of the matter have been captured in the earlier order dated 24.11.2020 passed by Authority, whereby certain directions were passed to the respondent promoter and operative part of the same is reproduced for ready references:

“Now the allottees are entitled to take possession of their colony but before that the developer should repair all the facilities make them functional. The respondent is directed to prepare an action plan for carrying out all the repair works to be completed within a period of 3 months. He should discuss the plan of action with the Association of Allottees.

It was briefly mentioned that an amount of Rs.3,45,42,956/- has been collected by the respondent towards IFMS and Replacement Fund. Respondent shall state precisely the amount collected in this regard. That amount shall be handed over to the association. Respondent should take action accordingly and report compliance to the Authority on the next date of hearing. Further, respondent should hold a meeting with the governing body of the association and discuss further modalities for handing over the project to Association finally.”

2. Today, respondent counsel submitted that they had complied with above directions. He stated that a copy of documents pertaining to handing over the project to the association was sent via email dated 22.12.2020 in the office of the Authority and same is provided to the complainants as well. Further, he apprised the Authority that charge of maintenance had already been taken over by the association since 1<sup>st</sup>



November 2020. Accordingly, association is taking maintenance charges from all the allottees and they themselves are making payments to the vendors. Other directions pertaining to making an action plan to complete all the repair works with in a period of 3 months and precise statement regarding amount collected for IFMS by the respondent was required to be placed before Authority but same have not filed without assigning any justification, therefore, it appears that respondent/ promoter has some hidden agenda for not disclosing the IFMS amount and exact quantum of repairing work.

3. On the other hand, complainant association stated that the list of documents provide by the respondent in a form of agreement is one sided and there is no clause pertaining to IFMS amount of ₹ 3,45,42,956/- (as mentioned by the complainants in the complaint book) in such document. Therefore, such agreement is vague and unacceptable. Further, they prayed for issuance of directions to all the allottees regarding collection of maintenance charges and to deposit the same in separate account.

4. After hearing both the parties, Authority is of the considered view that various facilities of the project are in shambles and allottees are entitled to take possession of their colony in good condition. So, respondent/developer should repair all the infrastructure & other facilities and make them functional to the satisfaction of all allottees. Authority further observed that certain directions were passed by the Authority on the last date of hearing but respondent fails to comply with the same. Therefore, he is burdened with an exemplary cost of ₹25000/- payable to the Authority for non-compliance of the said order.

As far as issues of handing over IFMS amount and maintenance charges to the Association is concerned, Authority directs the complainant-association to go through the following steps and submit documentary evidence that they are now a registered Association and can take over the project in interest of the allottees.

- I. All the members shall form an association at the earliest and get themselves registered as per the Statue.
- II. when an association is so formed, they may open a bank account to be operated by at least three joint signatories to be nominated by the association. Association shall then engage a technical team preferably comprised of an Engineer, an Architect and a Chartered Accountant to prepare detailed status regarding deficiencies in Infrastructure services, repair works of all towers of the project and tentative estimate for repairing of all the deficiencies.
- III. All members will pay their respective charges of maintenance as well as IFMS to the association. Further, members of Association will submit affidavits accordingly.
- IV. As per their assessment, total amount of IFMS collected by the respondent/promoter till date and whether any money given to Association by promoter/ respondent.

5. Complainant- Association shall take further action on these directions and submit their report to the Authority on the next date of hearing. Thereafter, Authority will issue necessary direction with regard to collection of maintenance charges.

Further, respondent is directed to submit precise statement and relevant documents attested by the concerned bank for amount of ₹3,45,42,956/- collected towards IFMS and Replacement Fund by promoter atleast fifteen days before next date of hearing failing which penal action under Section 63 of the RERA Act 2016 may be initiated against the promoter/respondent for non-compliance of the order. He is also directed to submit repair plans in the registry of the Authority at least fifteen days before the next date of hearing and supply its advance copy to the complainants-association as well.

6. With above directions, case is adjourned to 09.02.2021.



RAJAN GUPTA  
[CHAIRMAN]



DILBAG SINGH SIHAG  
[MEMBER]