



HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 2650 OF 2019

Sunshine County Resident Welfare AssociationCOMPLAINANT

Versus

M/s Ansal Properties and Infrastructure Ltd. RESPONDENT

CORAM:	Rajan Gupta	Chairman
	Anil Kumar Panwar	Member
	Dilbag Singh Sihag	Member

Date of Hearing: 24.11.2020

Hearing: 6th

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

ORDER (RAJAN GUPTA-CHAIRMAN)

1. This case was last heard on 14.10.2020 when the Authority had observed as follows:

2. "Present complaint involves three major grievances as follows:
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- (i) Complainant-association alleges that the promoter has failed to maintain the colony. Precise allegation is that lifts are in poor condition, STP is situated at the entrance of colony and the foul smell emanating from it causes inconvenience to the residents, roads are in dilapidated condition, plaster of the walls is coming off.
- (ii) Despite several requests, promoter has failed to handover the complete charge of maintenance of colony to Resident Welfare Association.
- (iii) Promoter has not refunded the amount collected in lieu of maintenance and service charge in shape of security deposit to Resident Welfare Association along with interest."

Further learned Chief Town Planner of the Authority was appointed as Local Commissioner to visit the site and submit his report.

2. Learned CTP today submitted his report as reproduced below:

- i. License no. 994-996 of 2006 dated 14.06.2006 was granted to Ansal Properties and Infrastructure Ltd. for developing a group housing colony on land measuring 12.525 acres in sector-63, Sonipat.
- ii. The building plans of the said complex were approved on 31.01.2007.
- iii. Occupation certificate to Towers (2A, 1F, 1G, 1B, 1E, 1C, 1H, 2F, 2G, 2E, 3A & 3B) with basement was granted on 31.01.2011 and occupation certificate for Towers (1A, 1D, 2B, 2C and 2D) with basement was granted on 31.08.2012.
- iv. Occupation certificate for all the towers except EWS Block was granted upto Aug'2012.
- v. There are 639 dwelling units in the entire complex out of which about 400 units are occupied as on date.
- vi. In March'2015, a request was made by Ansal Properties and Infrastructure Ltd. to ACS, Town and Country Planning for implementation of EDC works in the licensed colony spread over an area of 310 acres in sector-61, 62 & 63, Sonipat. However, though the site abuts the sector road no external services are available as on date.



- vii. Till 31st October'2020 the entire colony was being maintained by Star Facilities Pvt. Ltd. a private company of the promoter and the maintenance charges were being paid by the allottees. However, as on date nobody seems to be taking the responsibility of maintenance as the company is trying to handover the charge to the Association and the Association has not fully takeover. Thus, making no one accountable. Actually, the coloniser is supposed to maintain the colony upto 5 years of it being granted the completion certificate. The completion certificate is yet to be granted.
- viii. Presently, water to the group housing complex is being supplied through tube-well.
- ix. Though the sewerage treatment plant exists at site (at a location approved in the plan) but is not fully functional and the entire sewer is flowing on both sides of the vacant land (nearly 4-5 acres) which is low lying. Photographs showing the low lying area are annexed as "Annexure-A". The sewer water is even flowing in the basement animating foul smell and making it un-utilizable.
- x. Since, sewer is being accumulated on both sides of the site and the water being provided through tube-well, the potability of water becomes an issue. The maintenance agency was not very clear on its potability.
- xi. The maintenance of the overall colony is satisfactory, however two major issues are the supply of potable water and disposal of sewer.

3. Further fact of the matter is that part of the project was completed and received occupation certificate in the year 2011 and remaining project was completed and received occupation certificate in 2012. There-after the maintenance of the colony has not been handed over to the Association of Allottees rather as per clause 24 of the Builder Buyer agreement executed between both the parties, a maintenance agreement was executed on 26.11.2011 between the allottees and the maintenance agency i.e. M/s Star Facilities Management Ltd, For maintenance purposes, According to which the allottees have been paying the maintenance charges to the maintenance

agency/developer since year 2011. Thereafter no maintenance agency has been appointed. The maintenance contract has been come to an end and the colony is not being maintained at all.

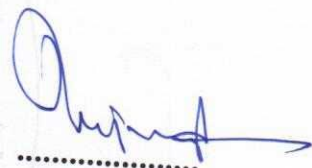
4. Further fact remains that various facilities of the project are in shambles. The main reason for this is that the State Government despite having received the entire EDC from the promoters and allottees have failed to install requisite services like water supply system, storm water drainage system, sewage system etc. For having not provided these facilities the sewerage of the project is flowing in the open land which is making living for the allottees extremely difficult.
5. The grouse of the allottees is that the colony now should be handed over to them after carrying out requisite repair and maintenance work and after making the requisite facilities functional and operational. Further the entire amount of IFMS collected by the developer should be handed over to them.
6. The Authority is of the considered view that till such time as the colony remains under the charge of the developer, the developer has to maintain properly and for which he is entitled to recover maintenance charges from the aloottees. He could not have ~~been~~ allowed the facilities to deteriorate to an extent that the colony becomes uninhabitable. If any extra cost was to be incurred for strengthening the infrastructure etc; that cost could have been borne either out of IFMS or by asking the allottees to pay additional money.

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.

7. Adjourned to **23.12.2020** with above directions.



RAJAN GUPTA
[CHAIRMAN]



ANIL KUMAR PANWAR
[MEMBER]



DILBAG SINGH SIHAG
[MEMBER]