



Complaint No. 1093 of 2018

HARYANA REAL ESTATE REGULATORY AUTHORITY PANCHKULA

Website: www.haryanarera.gov.in

COMPLAINT NO. 1093 OF 2018

Aravali Heights Welfare Association

.... COMPLAINANT

VERSUS

Dwarkadhis Projects Pvt Ltd.

.... RESPONDENT

CORAM: **Rajan Gupta**
Anil Kumar Panwar
Dilbag Singh Sihag

Chairman
Member
Member

Date of Hearing: 04.02.2021

Hearing: 14th

Present: - Mr. Jatinder Nagpal, Ld. Counsel for the Complainant.
Mr. Shubhankar Baweja, Ld. Counsel for Respondent.

ORDER (DILBAG SINGH SIHAG - MEMBER)

1. While initiating his arguments, learned counsel for the complainant-association has pointed out certain deficiencies as follows:

- (a) Respondent promised to get sanctioned of 9604 KW at 33 KV single point connection for this group housing but he failed to do so.

(b) Respondent has also promised electricity backup with 3 D.G. sets of 4000 KVA capacity, whereas respondent has provided only 2 D.G. sets providing around 1100 KVA capacity backup, out of which 600 KVA owned by the respondent and remaining 500 KVA is rental.

(c) Respondent has not constructed swimming pool as agreed.

(d) Although as per the agreement, a club has been constructed but along with it, 16 commercial shops have been constructed by encroaching upon club premises which is causing inconvenience to the residents.

(e) From 8 June 2018 onwards, RWA has taken over charge of maintenance of building and approximately 1100 residents out of 1465 are paying the maintenance charges to the association apart from builder himself but respondent has not officially handed over the charge of maintenance and book of accounts to the complainant. Respondent has also collected maintenance charges at Rs. 60/- per Sq. Ft. but the same has not accounted for.

2. Whereas learned counsel for the respondent challenged maintainability as complainant-association is just comprised of 11 persons out of 1100 allottees and moreover the same is not an authorised association. He further averred that except those 11-persons, remaining all allottees are quite happy and satisfied with the maintenance and infrastructure available in the project. He further



pleaded that he had already obtained occupation certificate of this project in 2014 and maintained the project by 2018 and later on same had been handed over to its subsidiary company named as Aravali maintenance services pvt ltd. which could charge maintenance from the allottees as per their builder buyer agreement executed between them.

3. After hearing verbal as well as written submissions from both the parties, following observations/directions have been made by the Authority: -

(i) It is an admitted fact that project had been got completed way back in 2013 and occupation certificate for the same had also been received in 2014.

(ii) It is also an admitted fact that a load of 9604 KW at 33 KV level in respect M/s Dwarkadhish Project Pvt Ltd. from 100MVA,220/33 KV transformer installed at 220 KV substation which was sanctioned with a condition that promoter had to deposit share cost corresponding to load of 9604 KW as per policy of the Nigam but no document placed on record which can prove that whether respondent had deposited entire amount to the concerned department but ld. counsel verbally informed that the same amount had been deposited.



(iii) **Construction of Swimming Pool:** -

There is an admitted fact that swimming pool has never been approved in the sanctioned plan of the project. Rather, swimming pool has been constructed by maintenance agency just to facilitate the allottees and out of generosity of the respondent-promoter. Therefore, the pleading of the complaint is factually incorrect and doesn't have any merits to be considered.

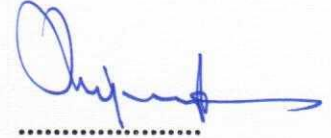
(iv) As far as provision of Club is concerned, ld. counsel for the respondent has shown a document of occupation certificate dated 16.06.2014 Annexure R-3 which shows sanction of commercial shops which were part of the approved plan and it was duly considered at the time of granting occupation certificate by the competent Authority.

(iv) So long as handing over of maintenance to the association is concerned, it is observed that this association is unregistered. Therefore, allottees of the project will pay maintenance charges to the service provider as per the agreement till handing over of the project and registered association of the allottees.

3. Keeping in view of above-mentioned facts, it is observed that complaint does not have any merit, therefore, case is **Disposed of as frivolous litigation**



without imposing any cost. Files be consigned to the record room after uploading of this order of website.



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RAJAN GUPTA
[CHAIRMAN]



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ANIL SINGH PANWAR
[MEMBER]



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DILBAG SINGH SIHAG
[MEMBER]

