

**BEFORE ODISHA REAL ESTATE REGULATORY
AUTHORITY, BHUBANESWAR**

PRESENT:

**Shri Asit Kumar Mohapatra, Chairperson.
Shri Sham Sundar Dash, Member (Judicial)**

C.C. No. 61 of 2025 (Online)

Ratan Kumar Pal, aged about 64 years, At- Tower-4, APT-203, TATA ARIANA, Kalinga Nagar, Bhubaneswar, P.S. Tamando, Dist.Khordha, Odisha- 751029.

... Complainant.

Versus.

1. Tata Housing Development Company Limited,
Represented through its Managing Director, Sanjay Dutt,
Office address At- E-Block Voltas Premises, T. B. Kadam
Marg, Chinchpokli, Mumbai-400033.
Notice service address: At- Akash Shova Building,
Sachivalay Marg, Bhubaneswar, District- Khordha, Odisha,
PIN Code- 751001.
2. Vice Chairman, Bhubaneswar Development Authority,
At- Akash Shova Building, Sachivalay Marg, Bhubaneswar,
Dist. Khordha, Odisha- 751001.
3. Kriday Realty Pvt. Ltd.
Office At- E-Block Voltas Premises T.B. Kadam Marg,
Chinchpokli, Mumbai-400033
Regional office at Plot No.87/1263 and 87/1264, Zone-20,
Mouza- Shankarpur, Aigenia, Bhubaneswar, Odisha, PIN-
751029.

... Respondents.

Advocates:

For the complainant:

In person.

For the Respondent No.1:

Shri N. K. Patra & Associates.

For the Respondent No.2 & 3:

Shri C. K. Mohanty & Associates.

C.C. No. 73 of 2025 Online.

Sandeep Narayan Kundu, aged about 50 years,
At- Flat No. 1101, Tower-3, Tata Ariana, Kalinganagar,
(near Ghatikia), Bhubaneswar, Dist. Khordha, Odisha,
PIN-751029.

... Complainant.

Versus.

1. Tata Housing Development Company Limited,
Represented through its Managing Director, Sanjay Dutt,
Office address At- E-Block Voltas Premises, T. B. Kadam
Marg, Chinchpokli, Mumbai-400033.
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3. Kriday Realty Pvt. Ltd.
Office At- E-Block Voltas Premises T. B. Kadam Marg,
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Regional office at Plot No.87/1263 and 87/1264, Zone-20,
Mouza- Shankarpur, Aigenia, Bhubaneswar, Odisha, PIN-
751029.

... Respondents.

Advocates:

For the complainant: In person.

For the Respondent No.1: Shri N. K. Patra & Associates.

For the Respondent No.2 & 3: Shri C. K. Mohanty & Associates.

-: ORDER :-

Dated, this the 29th day of June, 2026.

These complaint cases are filed U/s.31 of the Real
Estate (Regulation & Development) Act, 2016 (here-in-after

referred to as the "Act, 2016") against the respondent/promoters, seeking to direct the respondents:

- (i) not to collect all further common area maintenance charges, billing or revisions until the formal legal handover of the common areas and common amenities to the Apartment Owners' Association in accordance with the Act, 2016; and
- (ii) to refund parking charges collected from allottees *i.e.* Rs.3 lakhs for covered parking and Rs.1 lakh for open parking along with interest @ 12% per annum compounded annually for each allottees; and
- (iii) to transfer all common areas and common amenities of the project to the association of allottees of the project and to handover the maintenance of the common areas and common amenities to the association of allottees; and
- (iv) to withdraw the hike of maintenance charges being illegal; and
- (v) to initiate audit by third party in respect of the maintenance charges collected; and
- (vi) to cancel sale of open parking spaces and to restore the same for common use; and
- (vii) to ensure adequate area for parking of visitors, ambulance and fire-fighting vehicle; and
- (viii) to pay compensation for damage and inconvenience caused to the residents.

As common questions of facts and law are involved in both the cases, the cases were heard analogous and this analogous order is passed.

2. The case of the complainants, in brief, is that the respondents have not yet transferred the common areas and common amenities to the association of home-buyers. They are not executing conveyance deed in respect of the common areas and common amenities in favour of the association of home buyers. The respondents are maintaining the common areas and common amenities in non-transparent manner taking charges from the home buyers. The respondents are hiking the maintenance charges without consulting the association and in non-transparent manner by not showing the accounts of maintenance to the association. There is no audit of the accounts of the maintenance charges. There is poor quality of maintenance by the respondents. The respondents have illegally sold open parking spaces, which are common areas. They have charged Rs.3,00,000/- for parking from allottees. There is no provision for parking of visitors, ambulance and fire brigade vehicle. As per the permission letter No.592/CSC/BDA dated 16.10.2016, the project was to be completed by 16.01.2020. As per clause-17 IV of the letter, 20% of parking space is to be earmarked for ambulance, fire tender, physically handicapped person and outside visitors with signage as per norms of Regulation-35(11)(12) of the BDA (Planning & Building Standard) Regulation-2008. Till date no visitor parking has been provided by the respondents. There is misuse of Phase-I & II common areas for Phase-III construction resulting obstruction of movement and entry, noise and dust

pollution, water logging, mosquito breeding centre and safety and security. The respondents have not taken 2/3rd consent of allottees for alterations or additions or additions in the sanctioned plans and specifications. So, the complainants came up with these cases seeking the aforesaid reliefs.

3. The respondent No.1 appeared but did not file show cause despite taking sufficient opportunities. Learned counsel for the respondent no.1 was present at the time of hearing of the case.

4. The respondent No.2 and 3 files show cause denying all the allegations of the complainants and that the cases are not maintainable. Respondent No.3 is developing an integrated residential housing project along with Bhubaneswar Development Authority (here-in-after referred to as "BDA") in PPP mode in the name of "ARIANA" situated over plot Nos.87/1264 and 87/1263/1802, Khata No.421 at mouza- Shankarpur, Bhubaneswar, District- Khurda, Odisha. Respondent No.3 is a 100% subsidiary company of Tata Housing Development Company Ltd (Respondent No.1). On 09.12.2011, a development agreement was executed between the respondent-company and BDA for development of an integrated residential complex. The complainant in CC No.61 of 2025 had booked a flat on 31.12.2014 in Phase-I of project "ARIANA" on payment of booking amount of Rs.50,000/- and subsequently, allotment letter was issued on 13.01.2015 for allotment of Flat No.203, Tower-4 of the project. Accordingly, an agreement for sub-lease of the flat was executed between respondent No.3 and the complainant on 17.01.2015. The respondent No.3 received occupancy certificate (part) from BDA

vide letter No.15869/BDA, Bhubaneswar dated 30.06.2017 with respect to Phase-I of the project, which includes Tower-4. After obtaining occupancy certificate, the possession of the flat along with the earmarked parking space was handed over to the complainant on 23.10.2017 and registered sub-lease deed was executed on 22.12.2017. Since the possession of the flat has been handed over to the complainant without any kind of protest or objection in the year, 2017; raising this dispute in August, 2025, *i.e.*, almost after 08 years is not only bad in law but also barred by limitation and as such liable to be dismissed.

The complainant in CC No.73 of 2025 had booked a flat in Phase-I of project "ARIANA" on 30.03.2013 on payment of booking amount of Rs.3,00,000/- and subsequently, allotment letter was issued on 06.04.2013 for allotment of Flat No.1101, Tower-3 of the project. Accordingly, an agreement for sub-lease of the flat was executed between Respondent No.3 and the complainant on 17.12.2014. The Respondent No.3 received occupancy certificate (part) from BDA vide letter No.15869/BDA, Bhubaneswar dated 30.06.2017 in respect of Phase-I of the project, which includes Tower-3. After obtaining occupancy certificate, the possession of the flat along with the possession of earmarked parking space was handed over to the complainant on 04.01.2018 and registered sub-lease deed was executed on 18.12.2023. Since the possession of the flat has been handed over without any kind of protest or objection in the year, 2018, raising this dispute in August, 2025 *i.e.* almost after 07 years is not only bad in law but also barred by limitation and as such liable to be dismissed.

Since the project consists of more than 1200 units of residential apartments and commercial units, the development of the project was made in phased manner. The respondents have obtained occupancy certificate from BDA and registration certificate from ORERA in respect of Phase-I & II of the project consisting of eight (8) towers. The works of Phase-III of the project, consisting of 4 towers, is in progress as per the approved plan and after obtaining registration certificate from ORERA. The fact that the project consists of three phases is mentioned in the application, agreement for sub-lease and sub-lease deed. As per the terms and conditions of the agreement for sub-lease, sub-lease deed and maintenance and service agreement, the allottees belonging to Phase-I & II of the project are using and enjoying different facilities and utilities by paying common area maintenance charges. Pending completion of Phase-III, a third-party service provider agency has been engaged for maintenance and upkeep of the units and the common areas used by residents of Phase-I & II of the project. A separate service and maintenance agreement has been signed by the residents of Phase-I & II including the present complainants and third-party service provider agency. Accordingly, the common area maintenance charges are being calculated taking into components and factors involved and limited to the usage of residents of Phase-I & II of the project. The charges made to the residents of Phase-I & II for maintenance is in no way connected to any expenses made towards maintenance of Phase-III of the project. The maintenance of Phase-III of the project is rendered by a separate third-party agency directly appointed by respondent No.3. There is an

association of allottees in respect of Phase-I & II since the year, 2024 having elected executive body. The respondent No.3 is in continuous communication with the elected executive body members and meetings and communications are made at regular intervals for discussion of different issues as and when raised. The amount of common area charges is directly linked to the statutory rates of wages, vendor cost, rise in the price of different consumables and recovery imperative from non-paying allottees. The association of allottees have also expressed their concern with regard to huge outstanding of the charges which are piling to the tune of Rs.2.5 crores owing to non-payment by a certain group of allottees. The audited report of such charges has always been shared with the association of allottees. The allegations of arbitrary and illegal connection of common area maintenance charges, lack of transparent financial transaction, accountability and quality of service are not correct. A substantial portion of Phase-III of the project has already been constructed. As the construction of Phase-III of the project is yet to be completed, the respondent company is managing the maintenance of the common areas by engaging a third-party agency in respect of common areas of Phase-I and II and the home buyers of Phase-I and II are paying the maintenance charges raised by the third-party agency. A technical issue involved in the land of the project is pending sub-judice before Hon'ble High Court and as such that portion of the area comprising the common areas is not feasible to be transferred to the association of allottees at present. With regard to compliance in Form-D, F, etc., as per Odisha Apartment (Ownership and Management) Act, 2023 and the

Rules framed thereunder is also pending for clarification from the Competent Authority. Copies of communication between BDA and respondent company are filed as Annexure-A series. In due process after clearance of technical glitch in the title of the land and getting clarification from the Competent Authority, the common areas will be transferred to the association of allottees. The respondents have never sold any area earmarked for parking for any consideration. There is no deviation in construction of Phase-III of the project. So, to the respondents, the complaint cases should be dismissed.

The respondent No.2 and 3 have also filed petitions challenging the maintainability of the case by the complainants on the ground that some of the house owners of Phase-I and II preferred a complaint before the Competent Authority-cum- Deputy Commissioner (Legal), BMC, Bhubaneswar on the self-same ground against the respondents. Learned Competent Authority passed order on 28.01.2026 (Annexure-B) after hearing the parties and as such these complaint cases are not maintainable being barred by the principle of *res judicata*.

4. In proof of the case, complainant in CC No. 61 of 2025 (On Line) has filed copy of letter of Individual Apartment Owners addressing to the Chairperson, ORERA regarding joint representation against Tata Housing Development Company Ltd. as Annexure-1, copy of voter list of the complainant as Annexure-2, copy of some B & W photographs of the project as Annexure-3, copy of sub-lease agreement dated 17.01.2015 executed by Kriday Realty Private Limited in favour of the complainant as Annexure-4

and some receipts issued by Kriday Realty Private Limited as Annexure-5 series.

In proof of the case, complainant in CC No. 73 of 2025 (On Line) has filed copy of registered deed of sub-lease dated 18.01.2023 executed by Kriday Realty Private Limited in favour of the complainant as Annexure-6, copy of possession letter dated 04.01.2018 as Annexure-7, copy of Gmail of the respondent, Tata Ariana to the complainant Sandeep Kundu as Annexure-8, three B & W photographs as Annexure-9, copy of Secretary report for Annual General Body Meeting, AAOA as Annexure-10, copy of letter of Individual Apartment Owners addressing to the Chairperson, ORERA regarding joint representation against Tata Housing Development Company Ltd. as Annexure-11.

In order to prove their case, the respondents have filed copy of letter by BDA to respondents and letters of respondents to BDA as Annexure-A series and copy of order No.4979 dated 28.01.2026 of B.M.C passed by the Competent Authority- cum- Deputy Commissioner (Legal) on the complaint petition filed by the complainant and others as Annexure-B (in both the cases).

5. From the above pleadings of the parties, the following issues are framed for adjudication:

- (i) Whether the cases are maintainable?
- (ii) Whether the respondents are liable to transfer all common areas and common amenities of the project to the association of allottees of the project and handover the maintenance of the common areas and common amenities to the association of allottees?

- (iii) Whether the respondents are liable to collect all future common areas maintenance collections, billing or revisions until the formal legal handover of the common areas and common amenities to the Association of allottees?
- (iv) Whether the respondents are liable to withdraw the hike of maintenance charges being illegal?
- (v) Whether the respondents are liable to initiate audit by third party in respect of the maintenance charges collected?
- (vi) Whether the respondents are liable to refund to each allottees, parking charges collected from allottees *i.e.* Rs.3 lakhs for covered parking and Rs.1 lakh for open parking along with interest @ 12% per annum compounded annually?
- (vii) Whether the respondents are liable to cancel sale of open parking spaces and to restore the same for common use?
- (viii) Whether the respondents are liable to ensure adequate area for parking of visitors, ambulance and fire-fighting vehicles?
- (ix) Whether the respondents are liable to pay compensation for damage and inconvenience caused to the complainants?
- (x) Whether the complainants are entitled to the reliefs sought for?

7. **Issue No.(i):-**

It is the case of the complainants that the respondents are not transferring the common areas and common amenities to the association of allottees of Phase-I and II. The respondents are arbitrarily and illegally collecting maintenance charges from the home buyers of Phase-I and II for their benefit and are not transparent in respect of the money collected from the home buyers. There is no audit of the charges collected by the respondents for maintenance of common areas and common amenities. The respondents have charged Rs.3 lakhs for covered parking and Rs.1 lakh for open parking from the home buyers, which is illegal. The respondents have sold the common areas dedicated for visitors' parking, ambulance parking and fire brigade parking. There is no space left for visitors' parking, ambulance parking and fire brigade parking as per the approved plan.

Learned counsel for the respondents submitted that on the self-same allegations, some of the home buyers preferred complaint before Competent Authority –cum- Deputy Commissioner (Legal), BMC, Bhubaneswar. After hearing the parties, learned Competent Authority on 28.01.2026 passed order. These complaint cases are not maintainable being barred by the principles of *res judicata*.

The allegations made by the complainants are within the jurisdiction of this Authority for adjudication. The complaint filed by some of the house owners before Competent Authority – cum- Deputy Commissioner (Legal). BMC, Bhubaneswar is against 'ARIANA Association of Allottees' and as such the complaint was

not between the same parties as that of the parties of this case. Further, as per Section -79 of the Act, 2016, there is a bar of jurisdiction of Civil Court or other Authority in respect of any matter which this Authority or the Adjudicating Officer or the Appellate Tribunal is empowered by or under this Act to determine. So, these cases are maintainable. The issue is answered accordingly in favour of the complainants.

8. Issue Nos. ii, iii, iv and v

All these issues are taken up together for discussion as common questions of facts and law are involved. Learned counsel for the complainants submitted that the respondents are not transferring the common areas and common amenities by executing conveyance deed in favour of 'ARIANA Association of Allottees'. The respondents are collecting maintenance charges for the common areas and common amenities and providing poor maintenance for the project, thereby illegally gaining in the transaction. It is the duty of 'ARIANA Association of Allottees' to maintain the common areas by collecting maintenance charges from the allottees. In this process, there will be transparency in the spending of money and improving the service. The respondents are illegally making hike of the maintenance charges without any audit of the maintenance charges already collected. There should be an audit by third party in respect of maintenance charges already collected by the respondents.

Learned counsel for the respondents submitted that Phase-I and Phase-II of the project are already complete and after obtaining occupancy certificate, the respondents have delivered

possession and executed conveyance deed in favour of all the allottees of Phase-I & II. Phase-III of the project is in progress. BDA sent letter to respondent No.3 vide letter No.4876/BDA, Bhubaneswar, dated 10.03.2025 for submission of declaration in Form-D of ARIANA apartment project. However, the respondents made a query on 02.04.2025 to ascertain whether the promoter of ARIANA project needs to execute the deed of transfer of common areas and facilities for Phase-I and II under Form-G only after successfully complying with Form-D or else go through Form-1 compliance and whether the execution of such a deed must await the completion and compliance of Form-D for Phase-III as well. Both the letters of BDA and the query of the respondents are at Annexure-A series. As Phase-III is in progress, the respondent No.3 is managing the maintenance of the common areas by engaging a third-party agency and the residents of Phase-I and II are enjoying the common facilities and utilities by paying maintenance charges raised by the third-party agency. There is a technical issue involved regarding the land of the project, which is pending before Hon'ble High Court. So, the common areas cannot be transferred in favour of the ARIANA Association of Allottees. The respondent No.3 is in continuous communication with the elected executive body members of the association and meetings & communications are made at regular intervals for discussion of different issues as and when raised. The maintenance charge is directly linked to statutory rates of wages, vendor cost, rise in the price of different consumables and recovery imperative from non-paying allottees. The association of allottees have also expressed

their concern with regard to huge outstanding of common area maintenance charges which is to the tune of Rs.2.5 crores owing to non-payment by certain group of allottees. The audit report of such charges has always been shared with the association of allottees.

We have carefully gone through the rival contentions of the parties. Learned counsel for the respondents could not satisfy this Authority whether the dispute of land pending before Hon'ble High Court is in regard to Phase-I and II of the project or it is in respect of land of Phase-III of the project. It is mentioned in explanation to sub-section-2 of section-3 of the Act, 2016 as follows:

"Explanation. - For the purpose of section, where the real estate project is to be developed in phases, every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately."

When Phase-I, Phase-II and Phase-III of the project "ARIANA" are stand alone projects, the promoter is to deal separately with each such phase as if they are different real estate projects. As Phase-I and II are already complete in all respect obtaining occupancy certificate, the respondents should transfer the common areas and common amenities in favour of the association of allottees of those phases without waiting completion of Phase-III of the project. As regards transfer of title, it is mentioned in Section-17 as follows:

"17. (1) The promoter shall execute a registered conveyance deed in favour of the allottee along with the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, and handover the physical possession of the plot, apartment

of building, as the case may be, to the allottees and the common areas to the association of the allottees or the competent authority, as the case may be, in a real estate project, and the other title documents pertaining thereto within specified period as per sanctioned plans as provided under the local laws:

Provided that, in the absence of any local law, conveyance deed in favour of the allottee or the association of the allottees or the competent authority, as the case may be, under this section shall be carried out by the promoter within three months from date of issue of occupancy certificate.

(2) After obtaining the occupancy certificate and handing over physical possession to the allottees in terms of sub-section (1), it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of the allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate."

So, it is the duty of the respondents to transfer the common areas and common amenities in favour of "ARIANA Association of Allottees" in respect of Phase-I & II of the project. The respondents are also liable to handover the maintenance of the common areas and common amenities to the "ARIANA Association of Allottees" in respect of Phase-I & II of the project. Section-11(4)(d) of the Act, 2016 speaks of the maintenance of the project, which is as follows:

"11. x x x x

(4) The promoter shall-

XXXX XXXX XXXX XXXX

(d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over the maintenance of the project by the association of the allottees;"

The respondent is now looking after the maintenance of the common areas and common amenities of the project by engaging a third-party service provider agency by taking charges from the home buyers. This is in accordance with Section-11(4)(d) of the Act, 2016. The question that the enhancement of common area maintenance charges is reasonable or not cannot be decided by this Authority without any better particulars provided by the parties. The enhancement of common area maintenance charges by the respondents cannot be said to be excessive, arbitrary or illegal without knowing the amount collected from the allottees and the amount spent in the maintenance of common areas of the project. So, it cannot be directed to the respondents to withdraw the enhancement of the maintenance charges by the respondents for the common areas. This Authority has no jurisdiction to direct an independent third party to audit the accounts of the common area maintenance charges collected by the respondents. The issues are answered partly in favour of the complainants and partly in favour of the respondents.

9. **Issue No. vi**

Learned counsel for the complainants submitted that the respondents have illegally collected charges of Rs.3 lakhs for covered parking and Rs.1 lakh for open parking in the project from different allottees. The respondents should be directed to refund the

charges collected from the allottees with interest @ 12% per annum.

Learned counsel for the respondents submitted that the collection of charges for parking is in accordance with agreement between the parties in the agreement for sub-lease between the allottees and the respondents and as such, the complainants cannot now say that it is illegal and the respondents are liable to refund the same with interest.

The question is whether the parking areas of both covered and open parking being common areas and the respondents having charged for common areas, can charge further for parking? The parties have not filed the agreements for sub-lease executed between the parties to ascertain whether the complainants agreed to pay the amount for a dedicated parking for their purchased flat. If they have agreed to pay the charges for parking, it is not illegal being agreed between the parties. There is no mention in the lease deed that separate amount of money is taken for car parking. So, the respondents cannot be directed to refund the parking charges collected from the allottees with interest @ 12% per annum. The issue is answered accordingly in favour of the respondents.

10. **Issue No. vii**

Learned counsel for the complainants submitted that the respondents have illegally sold the common areas dedicated for visitor, ambulance and fire brigade parking to some of the allottees and the sale of the same should be cancelled.

Learned counsel for the respondents submitted that the respondents have not sold any common area to any of the allottees in the project and the allegations are false.

Though the complainants have averred and submitted that the respondents have illegally sold some common areas dedicated for visitors', ambulance and fire brigade parking to some of the allottees, they have not filed any proof in this regard. So, an omnibus direction to cancel the sale of unspecific common areas to unspecific person/persons cannot be passed. The issue is answered accordingly in favour of the respondents.

11. **Issue No. viii**

Learned counsel for the complainants submitted that the respondents have not provided any area for parking of visitors, ambulance and fire-fighting vehicles. They are required to provide the same in the project.

Learned counsel for the respondents submitted that the project is as per the approved plan and after finding the project to be in accordance with the approved plan, occupancy certificate has been issued in respect of the project.

It is found from the record that the complainants have not filed the approved plan to substantiate their contention that there is dedicated area in the approved plan for parking for visitors, ambulance and fire-fighting vehicles. We cannot give a direction to the respondents to provide the same without ascertaining whether it is there in the approved plan. When the project has got occupancy certificate, an inference is to be drawn that the project is constructed as per the approved plan. If the complainants assert the

contrary, they should prove the same. Not a single scrap of paper is filed by the complainants in support of their contention. So, a direction cannot be given to the respondents to provide dedicated area for parking of visitors' vehicle, ambulance and fire-fighting vehicle. The issue is answered accordingly in favour of the respondents.

11. **Issue No. ix**

Learned counsel for the complainants submitted that the complainants have suffered both mentally and physically due to the illegal acts committed by the respondents and as such the respondents are liable to pay compensation to the complainants. The power to adjudicate compensation is with the Adjudicating Officer appointed U/s.71 of the Act, 2016 and not with this Authority. So, this issue is answered in the negative against the complainants.

11. **Issue No. x**

In view of our foregoing discussions, the respondents are liable to transfer the common areas and common amenities in favour of "ARIANA Association of Allottees" in respect of Phase-I & II of the project. The respondents are also liable to handover the maintenance of the common areas and common amenities to the "ARIANA Association of Allottees" in respect of Phase-I & II of the project. Hence ordered.

ORDER

The cases of the complainants are allowed, in part, on contest against the respondents without cost. The respondent No.3 is directed-

- (i) to transfer the common areas and common amenities of Phase-I & Phase-II of the project 'ARIANA' in favour of "ARIANA Association of Allottees"; and
- (ii) to handover the maintenance of the common areas and common amenities to the "ARIANA Association of Allottees" in respect of Phase-I & II of the project as per law, after transfer of the common areas and common amenities of both the phases to "ARIANA Association of Allottees".

The respondent No.3 is directed to comply the order within three months of this order, failing which the order will be executed and further action will be taken as per law against respondent No.3. The petition of respondent No.2 & 3 challenging the maintainability of the case is disposed of accordingly.


Member (Judl.)


Chairperson

LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 61 of 2025 Online.

Annexure-1	Copy of letter of Individual Apartment Owners addressing to the Chairperson, ORERA regarding joint representation against Tata Housing Development Company Ltd.
Annexure-2	Copy of voter list of the complainant
Annexure-3	Copy of some B & W photographs of the project
Annexure-4	Copy of agreement to sub-lease dated 17.01.2015 executed by Kriday Realty Private Limited in favour of the complainant
Annexure-5	Some receipts issued by Kriday Realty Private Limited

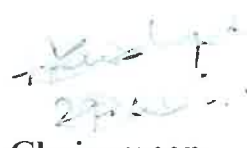
LIST OF DOCUMENTS RELIED ON BY THE COMPLAINANT in CC No. 73 of 2025 Online.

Annexure-1	Copy Of Registered Deed of Sub-Lease Dated 18.01.2023 Executed by Kriday Realty Private Limited In Favour of the Complainant.
Annexure-2	Copy Of Possession Letter Dated 04.01.2018
Annexure-3	Copy Of Gmail of the Respondent, Tata Ariana to The Complainant Sandeep Kundu
Annexure-4	Three B & W Photographs
Annexure-5	Copy of Secretary report for Annual General Body Meeting, AAOA
Annexure-6	Copy Of letter Addressing to The Chairperson, ORERA regarding Joint Representation Against Tata Housing Development Company Ltd.

LIST OF DOCUMENTS RELIED ON BY THE RESPONDENTS IN BOTH THE CASES.

Annexure-A Series.	Copy of notice No.4876/BDA, Bhubaneswar dated 10.03.2025 addressing to the General Manager, M/s. Kriday Realty Pvt. Ltd. regarding submission of declaration in Form-D in respect of the project. Copy of letter dated 02.04.2025 of the Respondent No.3 addressing to the Secretary of the BDA, Bhubaneswar regarding clarifications on compliances with the OA(O&M) Act and Rules. Copy of letter dated 08.04.2025 of the Respondent No.3 addressing to the Secretary of the BDA, Bhubaneswar replying to the notice of BDA, Bhubaneswar.
Annexure-B	Copy of order No.4979 dated 28.01.2026 of B.M.C passed by the Competent Authority- cum- Deputy Commissioner (Legal) on the complaint petition filed by the complainant and others.


Member (Judl.)


Chairperson