

**SDB Infrastructure Pvt. Ltd.**

**Vs.**

**Lokesh Kumar**

RERA Regn .No. PBRERA-SAS80-PR0108

Present: Ms. Nidhi Ayer, Advocate for the complainant.  
Respondent in person.

Matter heard through V.C.

The present complaint U/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'Act') was filed on 21.12.2019 by M/s. SDB Infrastructure Pvt. Ltd. (hereinafter referred as "Complainant") against Sh. Lokesh Kumar (hereinafter referred as "Respondent") in respect to Flat No. 403, 4<sup>th</sup> Floor, Rubi Tower 06 in project titled as Som Datt's Landmark.

In response to the complaint, the respondent submitted reply on 09.03.2020. Complainant also filed some additional documents on the same day. Today matter came up for arguments. Both the parties made their submissions.

This complaint was initially entrusted to Sh. J.S. Khushdil, then a Member of the Authority but was transferred to this bench on account of his retirement.

The complainant argued that the possession of the apartment was handed over to the respondent on 1.9.2011 and a maintenance agreement was duly executed between both the parties on 16.8.2018. This fact was conceded by the respondent. Counsel for the complainant sought the relief of payment of arrears of maintenance charges alongwith interest till the date of actual payment. The respondent argued that he is not liable to make any payment as he has sought Completion Certificate which has not been handed over to him so far. He further argued that he had already filed a case before the state consumer dispute redressal commission seeking directions for handing over completion certificate and occupation certificate and as such this bench does not have the jurisdiction over the matter. This matter has been examined in the light of the relief sought before the commission. This bench is competent to proceed as the relief sought by the complainant is based on a maintenance agreement duly executed between both the parties and the respondent is liable to pay maintenance charges as per the obligations caste upon him U/s. 19(6). Accordingly, the following is ordered:-


- i. The respondent is liable to pay the entire amount of maintenance charges @ Rs.1.50 per sq. ft., per month, plus applicable taxes, on the super buildup area of the said flat to SDB Infra towards the

maintenance of common area and facilities as provided under the maintenance agreement duly executed on 16.8.2011.

- ii. The respondent is also liable to pay interest, as per section 19 (6) of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 @ 9.30% (as per State Bank of India highest marginal cost of landing rate i.e. 7.30% + 2%), w.e.f. from the date of delay in making the payment of the maintenance charges.
- iii. This amount shall be paid within 90 days of this order.

The complaint is accordingly disposed off. File be consigned to record room and copy of order be provided, free of cost, to both the complainant and the respondent.

**Chandigarh**  
**Dated: 24.09.2020**

  
**(SANJIV GUPTA)**  
**Member** 24/09/20  
**RERA, Punjab**