

**BEFORE THE REAL ESTATE REGULATORY AUTHORITY,  
PUNJAB AT CHANDIGARH**

1. GC No. 01862021  
Date of filing: 28.04.2021  
Date of Decision: 08.02.2022

(Through V.C.)

Naveen Chopra r/o House No. 1484/1, Sector 43-B, Chandigarh

...Complainant

Versus

Bajwa Developers, SCO No. 17-18, Sunny Enclave, Kharar, SAS Nagar  
(Mohali), Punjab.

...Respondent

Complaint U/s. 31 of the Real Estate (Regulation and  
Development) Act, 2016.

Present:- 1. Complainant in Person.  
2. Sh. Vipul Monga, Advocate for the respondent.

**ORDER**

The complaint has been filed U/s. 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the 'Act') on the allegations of demand of Non-Construction Charges and EDC contrary to the agreed upon terms. The complainant has prayed that the respondent may be directed to give NOC without any Non-Construction Charges.

**A. UNIT AND PROJECT RELATED DETAILS:-**

2. The particulars of project details, unit details, sale consideration, the amount paid by the complainants, date of proposed handing over of the possession, delay period, if any, have been detailed in the following tabular form:-

**I. PROJECT DETAILS**

Sr. No.	Heads	Information
1.	Name of the Promoter	BAJWA Developers
2.	Project Name and Location	Sunny Enclave Near Desu Majra, Near Sunny Enclave, Kharar, District SAS Nagar (Mohali), Punjab - 140301
3.	RERA Registration No.	PBRERA-SAS80-PR0582
4.	Project Area	577891.09 sq. meters. (142.8 acres)
5.	Nature of the Project	Residential and Commercial (plotted)
6.	RERA registration valid upto	31.03.2022: 6 months extended (upto dated 30.09.2022) due to force majeure of COVID-19 as per Circular No. RERA/ENF-2020/23 Dt. 28.10.2020

## **II. UNIT DETAILS OF THE ALLOTTEE**

<b>Sr. No.</b>	<b>Heads</b>	<b>Information</b>
1.	Name of the Allottee(s)	Naveen Chopra
2.	Unit details	<b><u>Plot No. 2480</u></b> Measuring 144.4 sq. ft.
3.	Sale consideration	Rs. 11,50,000/-
4.	Date of agreement	19.01.2010
4.	Conveyance Deed Executed on	25.01.2010

### **B. FACTS OF THE COMPLAINT:-**

3. The complainant made following submissions in the complaint:-

I. The complainant purchased a plot in January, 2010 by way of a conveyance deed.

II. He could not carry out construction on his plot on account of dispute of his adjoining plot.

III. The respondent has demanded payment of EDC Charges alongwith interest and also non-construction charges. The total amount demanded is Rs.4,49,557/-.

IV. He intends to carry out construction on his plot but the respondent is not giving him NOC, on account of demand of payment pending towards him.

### **C. RELIEF SOUGHT BY THE COMPLAINANT:-**

4. That NOC be given, without any charges, to enable him to carry out construction on his plot.

### **D. REPLY OF THE RESPONDENT:-**

5. The Respondent contested the complaint on the following grounds:-

I. The respondent in his reply has stated that the NOC has been withheld on account of pending maintenance charges, which has not been paid by the complainant so far.


II. No mention about the alleged demand of EDC has been made in the reply.

III. The respondent sought dismissal of the complaint, as it is devoid of any merits, since the sale deed has already been executed in favour of the complainant, way back in 2010.

**E. REJOINDER TO THE REPLY:-**

6. The complainant filed his rejoinders 01.12.2021 and contested the reply, stating that the complaint has been filed due to undue harassment and illegal demands on flimsy grounds, by respondent. He earlier also filed a similar complaint before this Authority (not under Section 31 of the Act). The complainant reiterated all contents of his complaint.

**F. ARGUMENTS:-**



7. The matter came up for arguments. Both the counsels reiterated their written submissions. The counsel for the complainant alleged that the respondent is asking for payment of EDC charges as well as the maintenance charges, which are not payable by him. He made no mention of non-construction charges. Further, sought directions to the respondent to give him NOC for initiating the construction on his plot. The counsel for the respondent clarified that since the conveyance deed was executed on 25.01.2010, the complainant is the lawful owner of the plot and there is no bar on his submitting his building plans for approval, to the competent authority. The respondent has not made any demand for EDC or the non-construction charges. The only demand is for maintenance charges, payable by him in terms of Section 19(6) and 19(7). He argued that the complaint has been filed just to avoid payment of maintenance charges and the same is liable to be dismissed.

## **G. FINDINGS:-**

8 Based on written submissions and oral pleadings, following are the findings:-

I. The complainant entered into an agreement with the respondent, in respect of the above plot, on 03.12.2009 and paid an initial amount of Rs.3,50,000/- as against the agreed price of Rs.11,50,000/-. On making full payment, a conveyance deed was executed on 25.01.2010 and the possession of the plot was duly handed over to the complainant.

II. The complainant admitted to the maintenance charges not being paid by him ever since the execution of conveyance deed.

III. The counsel for the respondent clearly stated that no demand for EDC or non-construction charges have been made from the complainant. Only the maintenance charges are payable, as the same not been paid since the date of handing over possession, at the time of execution of conveyance deed.


IV. The counsel for the respondent also stated that they have no objection in case the complainant applies for approval of building plans, to the competent authority, for carrying out construction on his plot.

## **H. DIRECTION OF THE AUTHORITY:-**

10. In view of the above statement of the counsel for respondent no cause of action remains. The complaint is dismissed being devoid of merits.

11. File be consigned to record room after due compliance.

**Announced: 07.01.2022**

  
**(Sanjiv Gupta)**  
**Member**  
**RERA, Punjab.**