



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018
Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

Before the Bench of Sh. Rakesh Kumar Goyal, Chairman.

1. Complaint No.	GC No. 0405/2022
2. Name & Address of the complainant (s)	M/s. Saini Developers & Promoters Pvt. Ltd. Baltana, M.C. Zirakpur Tehsil Derabassi, Distt. SAS Nagar (Mohali) Punjab – 140604.
3. Name & Address of the respondent (s)	1. Shiv Kumari 2. Jangsher Chauhan H. No. 185, Mouli Jagran Colony (Ch. Charan Singh Colony), Chandigarh - 160102
4. Date of filing of complaint	31.07.2022
5. Name of the Project	Balaji Enclave, Kauli Majra, NAC Lalru
6. RERA Registration No.	PBRERA-SAS79-PM0055
7. Name of Counsel for the complainant, if any.	Sh. Ripu Daman Singh, Counsel for the complainant
8. Name of Counsel for the respondents, if any.	Ms. Manisha Maggu, Counsel for the respondents
9. Section and Rules under which order is passed	Section 31 of the RERD Act, 2016 r.w. Rule 36 of Pb. State RERD Rules, 2017.
10. Date of Order	19.02.2026

Order u/s. 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The present complaint has been filed by the complainant–promoter seeking directions against the respondents to pay maintenance charges w.e.f. 08.04.2014 till date @ ₹10/- per sq. yard and future maintenance charges at the same rate, to pay alleged balance sale consideration and stamp duty charges amounting to ₹6.60 lakhs with interest, and to impose penalty for alleged fraudulent practices and concealment of material facts.

2. The brief facts of the complaint as alleged by the complainant-promoter is that plots bearing Nos. 385 and 386 were sold to the respondents vide registered sale deed dated 07.04.2014 for a total consideration of ₹20 lakhs, that possession was handed over in 2014 and mutation entered in favour of the respondents, yet the respondents failed to pay balance sale consideration and maintenance charges.



3. The respondents denied liability and submitted that the sale deed records full payment of consideration, that possession was not validly offered, that maintenance cannot be claimed without statutory compliance, and that the present complaint is only a counterblast to other proceedings.

4. From the material placed on record, it stands established that the sale deed in respect of the plots was executed in favour of the respondents in 2014 and mutation was entered in their favour. The sale deed records receipt of total consideration of Rs. 20,00,000/-, including Rs.6,00,000/- in cash and Rs.14,00,000/- by cheques, therefore there is no dispute remains regarding payment of balance payment of Rs.6.00 lakh. The document has been duly registered before the competent Sub-Registrar.

5. Further, on the issue of stamp duty of ₹1,60,000/-, the stamp receipt shows purchase in the name of the promoter. Whether the amount was reimbursed by the complainants or adjusted between the parties is a matter of contractual accounting and mutual understanding and falls beyond the scope of adjudication under Section 18 of the Real Estate (Regulation and Development) Act, 2016 in the present proceedings. The respondent has never raised this issue and this point is not part of the relief originally sought. This issue has been raised after more than ten years of the alleged payment. The mere name of purchaser does not conclusively prove that the promoter himself bore the expense; it may also be the case that stamp duty was purchased by the promoter's office after receiving money from the allottee, which probability cannot be ruled out. Accordingly, the plea regarding payment of ₹1,60,000/- towards stamp duty is rejected for the purposes of the present proceedings under Section 31 of the Act, leaving the complainant at liberty to seek remedy before an appropriate forum. Consequently, the prayer seeking direction to pay alleged balance sale consideration and stamp duty charges of ₹6.60 lakhs with interest is rejected.

6. With regard to maintenance charges, once possession of plots is handed over and ownership transferred, the allottee is liable to bear reasonable



maintenance charges till the maintenance is transferred to the association of allottees. In the present case, the respondents are recorded owners since execution of the sale deed and possession is claimed to have been delivered around the same period. Therefore, in terms of the provisions of the Act, the respondents are liable to pay maintenance charges from the date of possession till handing over of maintenance to the association of allottees. At the same time, the promoter is obligated to facilitate formation of a Residents Welfare Association and transfer maintenance and common areas in accordance with law. The complainant is therefore directed to initiate steps for formation of the association within a reasonable period, and the respondents shall pay maintenance charges @ ₹10 per sq. yard from 08.04.2014 till handing over of maintenance to such association, subject to proper calculation and adjustment of any amount already paid.

7. As regards the prayer for penal action against the respondents for alleged fraudulent practices and concealment of material facts, no cogent material has been placed on record to establish any wilful violation of the provisions of the Act by the respondents. Mere dispute relating to payment of consideration or maintenance does not constitute fraud within the meaning of the Act. Accordingly, the prayer for imposition of penalty is rejected.

8. This bench of Authority further observes that the promoter has failed to discharge its statutory obligations of facilitating the formation of the Association of Allottees/Resident Welfare Association or body of plot owners under the applicable local laws and of handing over the maintenance of the common areas and facilities in accordance with the sanctioned layout plan, which is a mandatory duty cast upon the promoter under Section 11(4)(e) of the Real Estate (Regulation and Development) Act, 2016, requiring the promoter to enable formation of an association or society of allottees and to transfer the relevant rights, responsibilities and documents thereto. Accordingly, the promoter is hereby directed to forthwith initiate and complete the formation/registration of the Association of Allottees/RWA in accordance with the applicable laws, and thereafter to hand over the maintenance of common areas and facilities along



with all requisite records including sanctioned plans, approvals, service and equipment details, warranties, contracts, completion/occupation certificates, and other related documents to the duly formed association. The promoter is further directed to maintain proper, transparent and item-wise accounts of all maintenance charges collected from the allottees, to get the same audited annually by an independent Chartered Accountant not associated with the promoter, to keep such audited statements and supporting records.

9. In view of the above, the complaint is **partly allowed** only to the extent that the respondents shall pay maintenance charges from the date of possession till handing over of maintenance to the association of allottees and the complainant shall take steps for formation of such association as per law. **The remaining prayers relating to alleged balance sale consideration, stamp duty reimbursement and penal action are rejected.** The complaint stands disposed of accordingly in terms of the provisions of the Real Estate (Regulation and Development) Act, 2016.

Chandigarh
Dated: 19.02.2026




(Rakesh Kumar Goyal),
Chairman,
RERA, Punjab.

Endst. No./CP/RERA/PB/PA/Sec.31/332

Dated:-19.02.2026

A copy of the above order may be sent by the Registry of this Authority to the followings:-

1. M/s. Saini Developers & Promoters Pvt. Ltd., Baltana, M.C. Zirakpur Tehsil Derabassi, Distt. SAS Nagar (Mohali) Punjab – 140604.
2. Shiv Kumari
3. Jangsher Chauhan
(H. No. 185, Mouli Jagran Colony (Ch. Charan Singh Colony), Chandigarh - 160102)
4. The Secretary, RERA
5. The Director (Legal)
6. The Complaint File.
7. The Master File.


(Sawan Kumar),
P.A. to Chairman,
RERA, Punjab.