

**BEFORE SHRI BINOD KUMAR SINGH, MEMBER  
REAL ESTATE REGULATORY AUTHORITY, PUNJAB**

Complaint No.0281 of 2024  
Date of Institution: 12.08.2024  
Date of Decision: 05.02.2026

1. Vijay Chintaman Sonawane
2. Ujwala Sonawane

Both residents of Flat No. B-402, Avenue Tower, Sector 125, Sunny Enclave, Near Vidya Valley School, Mohali, Pin Code 140301

....Complainants

Versus

Ever Rich Buildcon Pvt. Ltd. Avenue Tower, Ground Floor Shop, Sector 125, Near Vidya Valley School, New Sunny Enclave, Jandpur Road, Mohali, Pin Code 140301

....Respondent

Complaint in Form 'M' u/S 31 of the Real Estate (Regulation and Development) Act, 2016, read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017.

**(Registration Number: PBRERA-SAS80-PR0051)**

Present: Shri Vijay Chintaman Sonawane, complainant no.1 in person  
Shri Kuldeep Singh, Advocate for respondent

**ORDER**

Through the instant complaint, complainants seek the following reliefs/directions to the respondent/promoter:

- i. Stop demanding CAM from me in the light of Punjab RERA and the NCDRC directive on this issue
- ii. Refund the CAM charges paid by me with 12% interest per annum.
- iii. Warn not to disconnect power supply to my house without competent authority's order.
- iv. Allow me to lock the sub-meter box so that the repeated disconnection of power and power pilferage can be prevented.
- v. Get my submeter connection checked by the state electricity board personnel for tamper-proof or pilferage-proof wiring.

vi. To own the responsibility for not providing a PSEB meter connection as the process of registration could not be completed due to the failure of the builder to remove deficiencies in the flat and his reluctance to make the sale deed RERA compliant.

2. The brief facts of the complaint are as under: -

2.1 Complainants booked Flat No. B-402, in the Avenue project located at Village Jandpur, Ropar, Punjab-140301 including the full and final payment of Rs.50,000/- towards IFMS.

2.2 It is submitted that despite full payment, respondent has not executed Conveyance Deed. It is further stated that draft of Sale Deed prepared by respondent is against basic norms of this Authority and respondent is not willing to make necessary changes in the said draft and coercing to sign the same.

2.3 It is further alleged that respondent has not responded to e-mail on this issue (Annexure II).

2.4 Respondent has not obtained OC or CC because of delay on its part in offering possession of Flat. Even building has not been completed and all amenities mentioned in brochure have not been provided to the allottees.

2.5 Respondent is using the infrastructure of building for ongoing work in the building and charging maintenance. It is further submitted that cost of maintenance has been included in the total price of the apartment/plot (Annexure-III)

2.6 Complainants stated that as per the National Consumer Dispute Resolution Commission (NCDRC) "Buyers who get forced to take possession of homes in delayed housing projects that do not have a clearance from the civic authority, cannot be forced to pay monthly maintenance charges"

2.7 Complainants paid maintenance charges up to 22.05.2022, but later on stopped. Respondent displayed name of complainants as a defaulter on the gate of the building. Complainants sent a legal notice to withdraw the demand for maintenance charges and to remove name from the list of defaulters, but respondent did not reply to the legal notice.

2.8 Respondent also not responded to email asking for Occupancy and Completion certificate.

2.9 It is submitted that respondent formed a Company named 'Avenue Maintenance Company' (AMC) to collect maintenance charges in June 2024. Respondent clubbed maintenance charges with electricity bill to show dues of Rs.92,876/- against complainants (Annexure-V). Respondent has also not issued electricity bill from May 2023 till June 2024, which was responded vide e-mail about CAM and inflated electricity bill (Annexure VI). Previously we have paid for consumption of 2955 Units. However, Avenue maintenance company manipulated and inflated electricity bill by Rs.15,253/- (Annexure-V and Annexure - VII). Avenue Maintenance Company vide WhatsApp on 24th June threatened to disconnect power if CAM is not paid (Annexure-VIII) which demand was illegal. It is further alleged that complainants conveyed that Rs.12,000/- has been sent to respondent on 24<sup>th</sup> June, which was reported to be not received (Annexure-IX) and again deposited Rs.12,000 on 25th June to avoid power disconnection, However, after receiving Rs.24,000/-, power to our flat was disconnected. The matter was reported to Kharar Sadar Police Station on 29th June, thereafter to SDM, Kharar and upon an application the power was restored but again disconnected.

2.10 The flat is not registered in our names yet and the electric supply from a submeter is in the control of respondent. Hence this complaint seeking reliefs as noted above in initial para.

3. Notice of this complaint was issued to respondent for appearance and filing reply on 21.10.2024. Shri Kuldeep Singh, Advocate put in an appearance on behalf of respondent on 20.12.2024 and sought time to file reply to the complaint. Counsel for respondent submitted reply dated 28.03.2025 which is summarized below: -

3.1 It is submitted that the present complaint is not maintainable as the complainants have concealed the material facts from this Authority.

3.2 It is alleged that respondent is supplying electricity regularly to the complainants.

3.3 It is further alleged that the sale deed has been drafted as per Punjab Government and various residents are staying in the same tower and sale deeds have been executed in their favor and all facilities required are being provided to them.

3.4 It is also submitted that respondent has no authority to install a separate temporary electrical connection from the common meter provided by PSPCL. It is further submitted that complainants can apply for fresh electricity connection after execution of sale deed in their favor and respondent is ready to execute sale deed after receipt of all dues from the complainants.

On merits, respondent further submitted that

3.5 Complainants have concealed material facts from which Authority which can only be proved by leading evidence, cross examination as such this Authority has no jurisdiction to entertain and try the present complaint.

3.6 It is averred that complainants are liable to pay common area maintenance which respondent is claiming. There is no deficiency on

the part of respondent and complainants are not entitled for any interest. It is also stated that respondent is not disconnecting the electricity connection and as per order in Complaint No.3 of 2017 decided on 13.12.2017, allottee is liable to pay maintenance and electricity charges to respondent. It is the prayer of the respondent to dismiss the complaint.

4. Complainant no.1 submitted rejoinder received in this Authority vide Diary No.3559 on 23.05.2025, reiterating the contents of his complaint and controverting the contents of the reply. Complainants have also discussed the various clauses of the drafted sale deed in their rejoinder. The Complainant no.1 submitted rejoinder received in this Authority vide Diary No.3559 on 23.05.2025, reiterating alleged by complainants that despite making full and final payment to respondent on 26.04.2022, respondent did not issue NOC. Complainants admitted that they have taken physical possession of their unit, however, respondent had not obtained occupancy certificate. Respondent even had not provided the promised services. Complainant no.1 submitted another rejoinder received in this Authority vide Diary No.8789 and 8834 on 19.12.2025 referring the decisions of national consumer courts and also referred the provisions of Punjab Apartment and Property regulation Act PAPRA, 1995.

5. The undersigned heard the arguments of both the parties and on perusal of written submission. The authority has considered the submission of complainant and is of considered view that the complainant has not submitted any evidence to manifest that the possession of the unit was taken by complainant by means of any force, coercion and threat.

5.1 It is always advice able that possession of unit should be taken when the builder has all clearance from competent authority including

occupation certificate/completion certificate. The moot question lies whether if the allottees has taken possession and promoter has no Occupation certificate from the competent authority, whether allottee is obliged to pay maintenance charges or not. The complainant has referred the decision of National Consumer Disputes Redressal Commission, New Delhi in the case Madhusudhan Reddy dated 25.01.2022 in which Hon'ble Commission held that possession taken without Occupancy Certificate would be considered as paper possession only, the question of charging maintenance charge is not proper and therefore should not have been collected till receipt of the occupancy certificate.

Further as per provision of RERA Act, builder responsibility u/s 11(4)(d) of the RERA Act means that the promoter/builder is responsible for providing and maintaining essential services at reasonable charges until the maintenance is taken over by the Association of Allottees i.e. RWA and section 11(4)(g) mandates that the promoter must pay all outgoing (including land cost, ground rent and maintenance) until he transfers physical possession to the allottee.

Regarding the issue of maintenance charges, it is fact that, the Complainant have taken actual physical possession of their respective unit and using the same for residence, in such case the possession is not considered a "paper possession or "fit-out possession". If allottee take possession on its own and uses the facility provided by the builder/promoter he cannot avoid the maintenance charges as he is using premises which is being maintained by promotor/builder. Allottee hold the possession of unit and at the same time, he cannot deny Common Area Maintenance Charges. For maintenance of common area and for providing essential services like water, electricity builder/promoter has to spent certain amount which would have to be

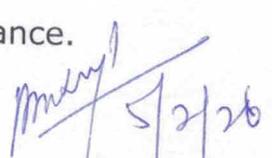
recovered from the resident of building, if they have taken possession. In this case, the complainant has already taken the possession and to maintain the common area and to use essential services, he needs to pay for common area maintenance charges and services actually used by complainant. Hence it is observed that if an allottee is actually residing in the premises and consuming services (Water, electricity, security), they may be liable to pay for those specific services.

5.2 The promotor is hereby directed to provide the essential services to the complainant till the allottee gets regular connection from PSEB for which complainant is obliged to pay the necessary charges.

5.3 Promotor is further directed to execute sale deed only in the prescribe format at the earliest after obtaining the occupation certificate/ completion certificate from the competent authority.

6 In view of above, complaint is hereby disposed of, with liberty to claim compensation from adjudicating authority for any deficiency in the services from the builder/promotor.

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

  
**(Binod Kumar Singh)**  
Member, RERA, Punjab