



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. 0242/2025 |
| 2. | Name & Address of the complainant (s)/ Allottee | :- | Arvind Nagar Residential Welfare Society through through Sh. Nand Kishore Garg, President, Bathinda Road, Kotkapura-151204.
(Email:-arvindnagarsociety@gmail.com) |
| 3. | Name & Address of the respondent (s)/ Promoter(s) | :- | 1. M/s. Pawan Goods Merchants Co. Ltd., through Directors,

2. Ms. Usha Singla.

3. Ms. Divya Singla.

4. Mr. Tejinder Singh.

5. Sh. Arvind Singla.

All at SCO-62, Sector-40C, Chandigarh-160040.
(Email:- arvindnagarkkp025@gmail.com) |
| 4. | Date of filing | :- | 18.06.2025 |
| 5. | Name of the Project and Address | :- | Arvind Nagar, Kotkapura |
| 6. | RERA Registration No. of Project | :- | PBRERA-FDK14-PR0411 |
| 7. | Name of Counsel(s) for the complainant, if any. | :- | Sh. Rajnish Goyal & Sh. Mandeep Nagpal, Advocates. |
| 8. | Name of Counsel(s) for the respondents, if any. | :- | Sh. Mohit Dhiman & Ms. Manisha Maggu, Advocates & Mr. Kamal Gupta Authorised Representative |
| 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 | :- | 15.04.2026 |

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/ Arvind Nagar Residential Welfare Society of allottees of Arvind Nagar, Kotkapura through its president, under the provisions of the Real Estate (Regulation and Development) Act, 2016, seeking redressal of their grievance arising out of failure of the promoter/ respondent's obligations & responsibilities to the allottees as per Agreement to Sale/ Offer For Sale.

2. M/s Pawan Goods Merchants Co. Ltd., the respondent no.1 obtained License Number LDC 2007/198 under Punjab Apartment and Property Regulation Act 1995, in the year 2007, to develop a residential



colony having area of 37.36 acres in the name & style of Arvind Nagar Colony, Kotkapura. It is alleged by the allottees through their association that the promoter has failed to provide the basic amenities in the residential plotted as advertised and communicated through various modes including layout plan and offers. As per para (5) (A) of Form M dated 18.06.2025, the relief sought is as under:-

Please ensure compliance of Hon'ble High Court Decision in CWP 22306 of 2012 and COCP No.1166 of 2013 and speaking orders of B.D.A. regarding this on dated 11.02.2014 and also compliance of all items of M.O.U. Between Promoters and Society Members dated 08.06.2022 please issue order for continous supply of water, street electricity for people of colony.

3. There have been multiple litigations on this issue between parties for the long time. The chronological order will be as under:-

- (A) The judgment/ directions dated 08.11.2012 in CWP No.22306 of 2012 by the Hon'ble Punjab & Haryana High Court directing the competent authority under PAPRA Act 1995 to pass speaking order. The Contempt Petition No.1166 of 2013 filed by the complainant for noncompliance to the directions dated 08.11.2012 was dismissed vide order dated 05.04.2018 passed in COCP No. 1166 of 2013.
- (B) Speaking Order dated 11.02.2014 passed by Addl. Chief Administrator, Bathinda Development Authority, Bathinda.
- (C) CWP No. 22394 of 2015 before the Punjab & Haryana High Court between the respondent no.1 M/s Pawan Goods Merchants Co. Ltd.& The Bathinda Development Authority. The complainant was also permitted by the Hon'ble High Court to be impleaded as one of the party. It is pending for final adjudication before the Hon'ble High Court.
- (D) Order dated 13.09.2017 passed by Chief Administrator cum-Competent Authority, Bathinda Development Authority, Bathinda cancelling the license of the respondent no.1.
- (E) Order dated 09.01.2018 passed by the Court of Special Secretary to Govt. of Punjab Cum- Appellate Authority Department Housing & Urban Development, Chandigarh setting aside the order dated 13.09.2017 passed by Chief Administrator cum- Competent Authority, Bathinda Development Authority, Bathinda and directions to complete pending works as per order. The cognizance of this order has



been duly taken by the Hon'ble Pb. &Hry. High court in CWP No. 22394 of 2015 (detailed in para no. 6) which is pending for adjudication as on date.

(F) Memo of Understanding signed between the complainant and the respondent no.1 on 08.06.2022 settling terms of agreement among themselves.

4. The reply dated 19.01.2026 was filed by the respondents. The copy of the same was given to the complainant. The complainant filed its rejoinder on 03.03.2026 with copy to the respondent.

5. The complaint documents primarily consist of the documents mentioned in para 3 above. The complainant has sought indulgence of this authority to the compliance of Hon'ble High Court's order / directions dated 08.11.2012 which has been addressed by the competent authority. The Hon'ble High Court has also dismissed the contempt petition as detailed in para 3 above. The respondents have denied all allegations in its reply dated 19.01.2026. The respondent has attached a copy of letter dated 12.08.2014 as Annexure- R-1, written by the complainant to the Bathinda Development Authority in response to Bathinda Development Authority's letter No. BDA/Bathinda/2024/354 dated 08.07.2024 that the colonizer has completed the works mentioned in the said letter to their satisfaction and only premix carpeting of roads is left to be done. It has been certified in the said letter that the society is satisfied with work done by the colonizer. The scanned copy of the said letter is as under:-

ਮਾਹਿਣ ਨਗਰ ਵੈਲਫੇਅਰ ਸੋਸਾਇਟੀ (ਰਜਿ.)

ਦੇ ਦਫਤਰ
ਮੁਕਾਮ
98720-09942

ਫੋਨ: 91 33 305 2012

ਪਿੰਡ ਚਾਕਲ
ਨਗਰ ਮੁਕਾਮ
95010-30593

ਪਤਾ ਨੰ. A.N.R.W.S.J. 2014

ਮਿਤੀ 12/08/2024

To,
The Superintendent,
Chief Administrative Office,
Bathinda Development Authority,
Bathinda.

Inre: Reply to the letter no. BDA/ Bathinda/ 2024/354 dated 08.07.2024 regarding confirmation of the work done by Colonizer mentioned in this letter

Sir,

The undersigned received the above said letter from the office of your goodself regarding confirmation of the completion of works mentioned in this letter. In response to your letter it is submitted that the Colonizer has completed the above said works to the satisfaction of the Society. Now only premix Carpeting of the roads is left to be done. The society has satisfied with the work done by the colonizer.

This is for your information, record and further necessary action.

Thanking you
Nand Kishore 12/8/2024
Nand Kishore,
President,
Arvind Nagar Resident Welfare Society (Regd)
Kotkapura.



Sub
04/08/24

5.1 It has also been contended in the reply that actually, the complainant is collecting maintenance charges from residents but the respondent has to maintain the water supply and common electricity. It has been contended that once a duly constituted Resident Welfare Association has been formed and it assumes the control of maintenance and begins collecting maintenance charges from residents, the developer ceases to have responsibility for routine maintenance obligations. The respondent has attached the photographs of some of the facilities provided by them to the residents. The complainant has filed its rejoinder dated 03.02.2026. It consists of five parts. The first part is preliminary objection. It has been contended that the complainant has failed to provide completion certificate, inspection report certifying completion of works, functional status of basic amenities and sanctioned revised plan. The second part is regarding brief factual matrix of the case. The third part is regarding illegal deviation from approved layout plan. The fourth part is regarding legal position under PAPRA Act. The fifth part is regarding false and evasive plea of completion. In the last para, the complainant has made following prayer:-

Prayer

In view of the above submissions, it is most respectfully prayed that this Hon'ble Authority may be please to:

- a. *Reject the preliminary objections by the Respondent*
- b. *Hold that the complaint filed by RWA is maintainable*
- c. *Direct the Respondent to produce Completion Certificate and compliance reports including Proper water and Sewage completion;*
- d. *Direct immediate rectification of deficiencies and provision of all basic amenities as per approved layout plan and licence conditions*
- e. *Pass any other order deemed fit in the interest of justice.*

6. It has been observed that the complainant in its complaint has sought two reliefs namely (i) compliance to the directions of Hon'ble High Court Decision in CWP 22306 of 2012 and COCP No.1166 of 2013, speaking orders of B.D.A. regarding this on dated 11.02.2014 & also compliance of all items of M.O.U. Between promoters and society members dated 08.06.2022 (ii) order for continuous supply of water, street electricity for people of colony as detailed in para-2 above. However, the complainant in its rejoinder sought five reliefs namely (i) rejection of the preliminary objections by the Respondent (ii) hold that the complaint filed by RWA is maintainable (iii) direct the Respondent to produce Completion Certificate



and compliance reports including Proper water and Sewage completion (iv) direct immediate rectification of deficiencies and provision of all basic amenities as per approved layout plan and license conditions and residuary relief in the form of (v) pass any other order deemed fit in the interest of justice. A rejoinder cannot be used to raise new relief or new case. A rejoinder is always limited to clarifying or contradicting facts raised in a written statement by the respondent and cannot be used to introduce new prayers, reliefs, or substantial new pleas that alter the original cause of action. Therefore, the reliefs sought in the rejoinder being substantially different from the relief sought in the complaint are not allowed. The Hon'ble Real Estate Appellate Tribunal for NCT of Delhi & UT of Chandigarh in its order dated 20.10.2023 passed in the case of Poonam Manchanda & Another Vs. DLF Home Developers Ltd. on the issue of reliefs sought in rejoinder held as under:-

The issues sought to be raised by the appellants by way of this application and the multiple prayers in the application which are further supplemented by the appellant in the rejoinder by adding the fresh list of prayers are untenable in law.

Therefore, reliefs sought in this complaint are restricted to namely two issues i.e. compliance to the directions dated 08.11.2012 of the Hon'ble High Court and continuous supply of water & street electricity.

7. The first issue is regarding directions dated 08.11.2012 by the Hon'ble Punjab & Haryana High Court to the competent authority to pass speaking order. The Competent Authority is Bathinda Development Authority. The said order has been passed by the said authority on 11.02.2014. The consequential actions were duly taken by the said authority resulting in cancellation of license of the respondent on 13.09.2017 which was duly restored with conditions by the 1st appellate authority under Punjab Apartment and Property Regulation Act 1995 i.e. Special Secretary to Govt. of Punjab Cum- Appellate Authority Department Housing & Urban Development, Chandigarh. This fact has been duly noticed by the Hon'ble High Court and the contempt application filed by the complainant was also disposed of. Therefore, nothing is left for this authority so far as compliance to the direction dated 08.11.2012 is concerned. This relief has already been granted by the Hon'ble High Court and other authorities since long time.



8. The second issue is regarding providing water and street light. It is admitted fact that the respondent does not have completion certification. The issue of handing over the colony to the municipality is also in limbo as on date. The project was conceived in the year 2007 or even earlier date. It was a plotted residential colony. The residents are residing in the said colony for at least more than 15 years on wards. The issue of amenities and basic facilities has been disputed or challenged before various authorities since year 2012. The competent authorities were seized of the matter and had taken various measures through orders, reconciliation, mediation etc. The complainant itself has signed a memorandum of understanding dated 08.06.2012 duly notarized. The complainant vide letter dated 12.08.2024 filed on 04.09.2024 informed the BDA that the colonizer has completed all works except pre-mix carpeting of road to their satisfaction. The booking, allotment, sale, construction, possession etc. has happened much before the commencement of RERD Act, 2016. The complainant in its complaint or rejoinder or otherwise nowhere stated/ documented what were the amenities/ facilities promised at the time of offer of plot, what was the time duration for providing the said amenities/ facilities and what was date of possession/ handing over the plot. In such absence of such details, it may not be possible to hold the respondent as defaulter in terms of its obligation towards allottees.

9. The complainant has sought directions to the respondent to get memorandum of understanding dated 08.06.2022 complied from the respondent. A perusal of the same reveals that it is between two private parties and has to be carried out mutually.

10. Another plea has been raised vehemently by the counsel of the complainant that the complainant is not under obligation to pay maintenance fees to the respondent till the completion certificate is obtained by the respondent. The members of the complainant association admittedly are in possession of land, have constructed houses and are residing for many years. They might not be completely satisfied with the facilities but have chosen to stay on in the premises for a substantial period of time. The complainant is trying to make the case that the possession of the plot is not lawful as per RERD Act, 2016 as the respondent has not



obtained completion certificate. The full Bench of the Punjab Real Estate Regulatory Authority has in 'Nupur Hingad and anr. Vs. Emaar MGF Land Limited' (GC No.1487 of 2019) held that the objection regarding non-availability of PCC/CC is valid only till such time as possession is not accepted, and once an allottee obtains possession he cannot be subsequently allowed to contend that the possession was not lawful since PCC/CC had not been obtained by the promoter at that time. For ready reference, the relevant extract of the above order is reproduced hereunder:

“4.The argument that interest should be paid till a fresh, lawfull offer of possession is made after obtaining the Completion Certificate (CC) is not substantiated..... Further, we hold that the objection that the offer of possession is not valid since PCC has not been obtained can be treated as valid only till such time possession is not taken by the allottee. Once a allottee obtains possession he cannot be subsequently allowed to contend that the possession was not lawful since CC/OC had not been obtained- rather the allottee would be stopped from doing so.”

10.1 The project started in the year 2006; the members of the complainant society have taken possession and got registered deed of sale in their favour much before the commencement of RERD Act, 2016. Therefore, they cannot raise objection that the possession is not proper because of non-availability of occupation certificate. Under certain specific instances, a fixed maintenance charges may be stopped for some period but it is not in the interest of justice and equity that the respondent is laden with the responsibility to maintain for all the years to come till completion certificate is obtained in a project where the booking, allotment, sale, construction, possession etc. has happened much before the commencement of RERD Act, 2016. There can be many reasons for non-availability of completion certificate ranging from defects, disputes, official lethargy etc. In the opinion of the undersigned, a fixed, mandatory monthly maintenance charge may not be imposed under specific circumstance, but a builder/ developer is definitely entitled to charge for actual, reasonable, justifiable expenses like security, water supply or cleanliness & electricity for common areas if the residents are already occupying the premises before obtaining the completion certificate by the promoter. Under the present circumstances, where the residents are already residing in the colony for more than 15 years and in fact the complainant was collecting maintenance themselves, it cannot be permitted to the complainant not to pay the



maintenance charges till the occupancy certificate is obtained. Therefore, this plea is rejected.

11. During the course of argument, a query was raised to the complainant whether it being welfare association of the allottees are ready to take maintenance? The complainant informed that it does not want to take over maintenance till the occupancy certificate is obtained by the promoter.

12. Under these circumstances, it is hereby held that the compliance to the High Court's directions dated 08.11.2012 has already been done. The deficiencies in running and maintenance of amenities have already been noticed by the competent authorities and possible necessary action has been / will be taken by these authorities. All the authorities have their own mechanism of compliance and appeal for non-action provided under their relevant enactments creating these authorities. The Real Estate Regulatory Authority under RERA Act, 2016 does not have any supervisory jurisdiction/ role on the competent authority i.e. Bathinda Development Authority, to issue directions relating to enforcement of their duties under the enactments constituting these Authorities.

13. In the present complaint, the pending disputes relate to a real estate plotted residential project which was commenced more than ten years before the RERA Act, 2016 came into effect. The project was in progress on the said date. Therefore, the promoter is under obligation to comply with the provisions of the RERA Act, 2016. The conditions and procedure mentioned in the RERA Act, 2016 were not followed in the present project under consideration now. For the complaint filed under section 31 of RERA Act, 2016, the major relief to any allottee is under section 18 of RERA Act, 2016. Section 18 of RERA Act, 2016 on the demand of the allottee, grants certain rights to the allottee in the case of delayed possession by the promoter. This statutory right is also available to the allottee in case the project is not in accordance with the terms and conditions as promised by the promoter. The allottee can ask for the refund of the money deposited along with interest or seek interest for delayed possession as provided under the RERA Act, 2016. The Possession in section 18 of RERA Act, 2016 is not restricted to due possession. The



possession if taken over, without accompanied by an occupation certificate, completion certificate, or partial completion certificate, as is applicable in the facts of the project since possession accepted without protest or any kind of objection, is possession for the purposes of compliance of the rights enshrined under section 18 of the RERD Act, 2016 and after possession, the allottee cannot claim interest as provided under section 18 of RERD Act, 2016. In this case, the promoter had floated the project as residential plotting project. The allottees have taken possession of the plots long back, constructed their houses, and have started living. The promoter had provided the amenities atleast once during the project development, including:

- laying of roads
- construction of water works
- laying down of water pipes
- sewage pipes
- parks etc.

13.1 Now, when the allottees are staying for such a long period in an incomplete project, these common amenities are subject to wear and tear and needs continuance maintenance but cannot be maintained by the promoter for an indefinite time without charging for the expenses for such common amenities or facilities. The RERD Act, 2016 casts a duty that the promoter will maintain the project till the occupation certificate or completion certificate is not obtained, but on the presumption that there will be no residents staying in the project till the project is complete under the provisions of the RERD Act, 2016. Therefore, impliedly the promoter cannot collect maintenance charges since the allottees are presumed to be, not staying in the project and not enjoying the amenities/ benefits of the project.

13.2 Now, in the present case, the allottees are staying and are enjoying the amenities and premises have been constructed. The providing of electricity and water supply, free of cost, cannot be extended for an indefinite time though, the project is registered under the RERD Act, 2016 and legally not completed in view of non-availability of occupation/ completion certificate as the case may be. There is a long delay in obtaining the occupation certificate or completion certificate, but this does



not give a guarantee and a license to the residents to stay without paying maintenance charges after taking over possession of plots and thereafter constructing houses over it. The maps have been approved, individual electricity connections have been provided by PSPCL, sewerage connection with the sewerage of the municipality has been connected and water connection has been given to the residents of the colony by the Municipal Council.

13.3 Both parties have changed their positions. The allottees certainly have all the rights of not paying maintenance if they have not taken possession the plots and/ or have not constructed/ occupied their houses on the said plots. In such circumstances, under RERD Act, 2016, the promoter was bound to obtain an occupation certificate. In case the promoter does not obtain it, the allottees have the right to wait for the occupation certificate and are entitled to the interest on the amount deposited on account of delayed possession or seek refund with interest. The word written in Section 18 of RERD Act, 2016 is "Possession". It is not qualified by the word "due" Possession. Once the allottees alter their position by accepting the possession without the occupation certificate, provision of amenities, etc., the allottees have compromised their position. At this juncture, the allottees cannot give back possession to the promoter as houses have been constructed. Even a specific performance relief in such circumstances cannot be extended to allottees under the law, if they have changed permanently the position which is not expected, on the basis of which certain facilities, rights, duties, and liabilities have been obligated on the part of the parties. The **Hon'ble Supreme Court** has also held the same in the case of **Subha Shankarwal v Mahindra Al Chawda** and Another in a Civil Appeal arising out of SLP No. 30936 of 2025, dated 5th January 2026. Para No.7 of this judgement reads as under:-

7. It is a settled principle that equity must operate in a manner that prevents unjust enrichment and restores the parties to their original position, as far as possible particularly where both the parties are at fault. We, therefore, are of the view that directing forfeiture of the earnest money would result in an equitable windfall to the respondents.

13.4 It was held that it is a settled principle that the equity must operate in a manner that prevents unjust enrichment and restores the parties to their original position as far as possible, particularly where both



the parties are at fault. In the present complaint, the residents want to enjoy the common areas to be lit well and be maintained without paying maintenance fee, or common electricity expenses. Similarly, the water supply is being supplied after part of it is received from the municipal supply on payment basis and also pumping the underground water into the reservoir and then redistributed to all the plots and houses constructed there. The promoter has submitted that the electricity connection has been given to the allottees by PSPCL and separately for common areas supply and charging for the same; there is a water connection provided by the municipal committee to supply water to all houses.

13.5 In case there are no constructed houses, there will be no consumption of water. In case there are no allottees staying in the project, electricity is not required to be lit all the points during the whole night hours, except at some points. Now, if the residents are staying, the electricity has to be used in the parks, in the common areas, on the roads and other places for safety and security of the residents and the residents are enjoying such amenities. Therefore, it is obvious that once the allottees are enjoying the facilities which would otherwise not be required to be provided, the allottees who enjoy and/or who are owner of any plot or flat or house in the said project is required to pay for the same. The complainant which is Resident Welfare Association is into litigation with the promoter for getting the facilities almost for the last 10 to 12 years, but on the other hand, whatever facilities have been provided, the complainant is not ready to undertake the responsibility of taking maintenance under its own hand. Under RERD Act 2016, it is the duty of the Resident Welfare Authority to take over the maintenance and charge the money for the same from the various residents/ allottees.

13.6 The promoter has complained that the allottees are not paying the maintenance charges since July 2024, and even before that many allottees were not paying the maintenance charges. The promoter has stated that it is trying and ready to co-operate with allottees so that it should be taken over by the Municipal Authorities/ Government Authorities/ Competent Authorities, but the complainant creates hindrance in such efforts because of litigation and their own interests so that the allottees can get free electricity, water supplies in their houses etc. and damage the reputation of the promoter so that it cannot carry out this business.



13.7 The conditions have changed in the long period after possession. It is high time that Resident Welfare Association should own the responsibility of maintaining the colony. Whatever capital expenditure is required, and if it has not been incurred by the promoter ever once, it is the duty of the promoter to provide the same. In the last 15 years, if once the road has been built, it was built well; then the promoter has performed his duty partially. Although at that point of time, there may be deficiency in other facilities. Now the promoter cannot keep incurring capital expenditure on the roads and on the other facilities without charging for maintenance in the present scenario. If there is any capital expenditure required, in the normal parlance the residents may also help and the promoter should also contribute the same, since the promoter has not obtained the occupancy certificate although may have constructed the same earlier. It may be the duty of the promoter to provide all these facilities at one go so as to obtain the occupation certificate and completion certificate from the authorities, but by-not paying the maintenance charges, the conditions of the project/colony will worsen, which is happening right now in this project. This judgment in no way certifies or proclaims that the promoter has performed all the promises made to the allottees as the same is being looked and enquired into by the competent authorities. The promoter will always remain responsible to any defect pointed out by the competent authorities in any manner.

13.8 The Resident Welfare Associations play an integral role in creating a well-organized and harmonious living environment within residential societies. In fact, the Resident Welfare Association supplements the responsibilities of municipal and other regulatory authorities in ensuring the welfare of their members by properly maintaining common facilities and providing residents with day-to-day security. Therefore, it is held that, for the better maintenance of the project, the complainant being a Resident Welfare Association should come forward and take over the maintenance of the colony which will improve the facilities like supply of water and electricity in the common areas. They should maintain water supply, since the water pipes have already been laid down and the motor is installed for the supply of water. The running expenses have to be borne by the residents, the plot owners, and if there are plots still owned by the promoter and unsold, proportionately the promoter will also pay the maintenance



charges to the Resident Welfare Association for the said unsold inventory. Similarly, it is a very common & acceptable principle that, if persons are staying in a plotted colony by constructing houses and there is supply of electricity on the road, in the parks, staircases, and other common areas, the electricity expenses have to be proportionately borne by the residents. The promoter is not expected to provide free of cost. Once the electricity lines have been laid out and the electricity points, tube lights, and bulbs have been fixed, the running expense of the electricity and maintenance etc. of electricity points, tube lights after a certain period has to be borne by the residents. Therefore, it is held that the residents are liable to make the payment for the electricity expenses incurred by the promoter on the supply of electricity in the common areas and for water, including day-to-day maintenance, like if the bulb or the tube light is not functioning and needs a replacement, that is also considered as day-to-day expenses that have to be borne by them. It is the duty of the residents to pay, and if some residents are not paying, even then the promoter is not expected to pay it from its own pockets for the same, since it is the duty, a common duty of all the residents to collect the money and pay for the maintenance.

13.9 Now, in this case, at present, the Resident Welfare Association has shown its inability to take over the maintenance and the water supply and electricity. Therefore, to overcome this situation, at present, the promoter is directed to maintain the electricity supply in the common areas and the water supply to the houses and is entitled to collect the maintenance charges from the plot owners and from all those who are staying over there in a transparent manner as provided under section 11(4)(d) of RERD Act, 2016 which reads as under:-

(4) The promoter shall-

(a).....

(b).....

(c).....

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

13.10 The Resident Welfare Association is directed to own their responsibility of help in getting the money collected from all the residents. If some residents are not paying, it is the responsibility of the Resident



Welfare Association to help the promoter or members agreeing to get it collected. The promoter is entitled to get the water supply disconnected for the said resident or the said plot owner who is not paying for the water supply.


13.11 As far as electricity is concerned in the common areas, whether any allottee is staying or not, all the allottees are required to pay for it after a certain period of time, and that period of five years is already over. Therefore, all the plot owners of this project are directed to make the payment, and if residents are not making the payment after this date, the promoter can keep this account as defaulter account. The promoter should ask the Resident Welfare Association to pursue the collection of the same and may take other measures as provided in the law.

14. The respondent has raised the issue of non-payment of maintenance charges by the members of the complainant association. It is hereby directed that the allottees of the society will be liable to pay the actual expenditure incurred by the respondent on the common facilities of electricity and water. The complainant has claimed itself to be legally constituted body of the allottees of the society. The complainant is directed to take over the maintenance of the society at the earliest possible time and till then pay maintenance charges to the promoter or its nominee. Till such period, the respondent shall look after maintenance of the society and shall charge reasonable amount and recover the actual expenditure duly certified by the chartered accountant, from all the allottees who shall be under obligation to pay the same. In case some members do not pay, the complainant (Resident Welfare Association) will help in getting the collection of the same. The promoter will make the accounts in a transparent manner and will get it duly audited from a chartered accountant. The said accounts shall be available for perusal of the allottees/ Resident Welfare Association.

15. A copy of this order be supplied to the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 15.04.2026




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

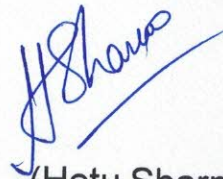
Endst. No./CP/RERA/PB/PA/Sec.31/605-614

Dated:-15.04.2026

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

1. Arvind Nagar Residential Welfare Society through through Sh. Nand Kishore Garg, President, Bathinda Road, Kotkapura- 151204.
2. M/s. Pawan Goods Merchants Co. Ltd., through Directors, SCO-62, Sector-40C, Chandigarh- 160040.
3. Ms. Usha Singla, SCO-62, Sector-40C, Chandigarh- 160040.
4. Ms. Divya Singla, SCO-62, Sector-40C, Chandigarh- 160040.
5. Mr. Tejinder Singh, SCO-62, Sector-40C, Chandigarh- 160040.
6. Sh. Arvind Singla, SCO-62, Sector-40C, Chandigarh- 160040.
7. The Secretary, RERA, Punjab.
8. Director (Legal), RERA, Punjab.
9. The Complaint File.
10. The Master File.




(Hetu Sharma),
P.S. to Chairman,
RERA, Punjab.