

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH**

Complaint No. HPRERA2025016/C

IN THE MATTER OF:-

- 1 Sh. Vipin Kumar Son of Late Sh. Om Prakash Singhal, Resident of House No. 892, Sector 12, Panchkula 134112 Haryana
- 2 Ms. Parul Singhal daughter of Late Sh. Ashok Kumar Jain, Resident of House No. 892, Sector 12, Panchkula 134112 Haryana

..... Complainant(s)

Versus

- 1 Ahlawat Developers and Promoters, through its partners, Resident of Khasra No. 602-608,610-611, Malku Majra (Opposite Dr. Reddy Laboratories) Tehsil Baddi, Solan Himachal Pradesh 173205
- 2 H- One Residential Welfare Association, through its President Sh. Sanjeev Sharma, Resident of House No. 23, H-One Colony Khasra No. 602-608, 610-611, Malku Majra (Opposite Dr. Reddy Laboratories) Tehsil Baddi, Solan Himachal Pradesh 173205
- 3 Residents Welfare Association of Himachal One Apartment Owners, through its president Sh. Surender Wadhwa, Resident of Flat No. 102, Tower A/3, Himachal One Housing Complex Khasra No. 602-608, 610-611, Malku Majra (Opposite Dr. Reddy Laboratories) Tehsil Baddi, Solan Himachal Pradesh 173205

..... Respondent(s)

**Present:- Sh. Vishal Singal, Ld. Counsel for Complainant
 Sh. J.S. Ahlawat for Ahlawat Developers and Promoters
 Respondent No.1**

None for Respondent No.2 H-One Resident Welfare Association

None for Respondent No.3 Resident Welfare Association of Himachal One Apartment Owners Baddi.

Final date of hearing: 23.03.2026

Date of pronouncement of order: 7.05.2026

Order

Coram: Chairperson and Member

1. FACTS OF THE CASE:-

The present complaint has been filed by the Complainants, namely Sh. Vipin Kumar Singhal, a senior citizen and retired Chief Engineer from the Himachal Pradesh State Electricity Board, Shimla, Himachal Pradesh, and Ms. Parul Singal, daughter-in-law of Complainant No.1, both being residents of House No. 892, Sector 12, Panchkula, Haryana, and lawful owners in possession of Flat No. 103, Tower A-3, in the housing project "Himachal One," Baddi, Himachal Pradesh. The Complainants had earlier instituted Complaint No. HPRERA2022021/C before this Authority seeking compensation for delay in possession and execution of the conveyance deed, which came to be decided vide order dated 19.05.2023, the copy whereof is annexed as Annexure-I/Exhibit C-1. The Complainants are aggrieved by the illegal, arbitrary, and mala fide actions of the Respondents, particularly Respondent No.1, in levying maintenance charges in respect of Flat No. 103, Tower A-3, despite the admitted fact that no Completion Certificate or Occupation Certificate has been obtained for the project. It is further averred that the project lacks common electricity connections for common areas and independent water

connections for the flats, thereby rendering such maintenance charges wholly unjustified and without any lawful basis, constituting a clear violation of the statutory obligations under the Real Estate (Regulation and Development) Act, 2016 and the Himachal Pradesh Real Estate Rules. It is stated that the Complainants had executed an Agreement for sale dated 09.09.2015 with Respondent No.1 for purchase of a flat in the said project, along with issuance of an Allotment Letter on the same date, whereby possession was to be delivered by March 2016. Subsequently, an alternate unit, namely Flat No. 103, Tower A-3, First Floor, was offered in December 2018 and accepted by the Complainants, followed by issuance of Re-Allotment Letter dated 30.12.2018 and thereafter Transfer, Re-Allotment and Possession Letter dated 30.07.2019 in favour of Complainant No.1, upon which physical possession was handed over. It is further stated that this Authority, vide order dated 19.05.2023, had inter alia held the re-allotment as valid and directed execution of fresh agreement for sale, submission of documents under Section 118 of the H.P. Tenancy and Land Reforms Act, 1972, obtaining of Completion and Occupation Certificates within stipulated time, and compliance of other conditions, including non-interference in possession and submission of loan closure documents. It is further submitted that Respondent No.1 has also transferred possession of multiple flats, including Flat No. 501 and 15 other flats across Towers A-1, A-2, A-3, and A-4, to M/s GTM Builders & Promoters Pvt. Ltd., and possession notices dated 26.06.2025 were affixed by the said entity, confirming such transfer and possession. It is further averred that Respondent No.1 has illegally raised a demand of Rs. 54,075/- towards alleged arrears of electricity and maintenance charges, purportedly for a period of 21

months upto July 2022 in respect of the flat no 103, First Floor, Tower A-3, Himachal One, Baddi, despite the fact that the Complainants had already paid such charges in cash earlier and no lawful demand had been raised through proper notice. It is further contended that Respondent No.1 has neither obtained legitimate electricity connections from HPSEBL nor provided independent water connections or sewerage facilities, nor ensured provision of promised amenities, yet continues to levy maintenance charges without any lawful authority. It is further submitted that Respondent No.1 has neither obtained essential services nor secured Completion and Occupation Certificates, and has resorted to coercive practices by extorting money under the guise of maintenance despite absence of actual services, including lack of water connection, electricity connection, and sewerage system, thereby rendering the project uninhabitable and in violation of statutory obligations under the Act. It is further alleged that Respondent No.1 has directed allottees to deposit maintenance charges into his personal savings account instead of a designated project account, which amounts to violation of provisions of the Act and siphoning of funds. Further, on 12.06.2024 the respondent no 1 issued a purported demands of Rs. 3,85,000/- as outstanding maintenance in respect of Flat No 103, First Floor, Tower A-3, Himachal One, have been raised without providing any breakup or lawful basis. It is further submitted that Respondent No.1 has issued repeated threatening notices, including threats to withdraw services, disconnect water supply, impose arbitrary penalties, increase maintenance charges, and demand payments amounting to Rs. 185,000/- for non-functional lifts, all without lawful authority, thereby constituting unfair trade practice and violation of

statutory duties. It is submitted that on 01.06.2025, the Respondent No.1 arbitrarily convened a meeting with only a select group of allottees, deliberately excluding the majority of stakeholders, including several aggrieved allottees. Pursuant to the said meeting, vide notice dated 03.06.2025, the Respondent No.1 represented that maintenance of the project would commence from 01.07.2025 and that the laying of water connections to individual flats would be undertaken, however, subject to payment of additional charges. It is pertinent to state that the provision of individual water connections constitutes a basic and essential service forming an integral part of the sale consideration already paid by the allottees, and the Respondent No.1 is legally bound under the Real Estate (Regulation and Development) Act, 2016 as well as the Agreement for sale to provide the same without levying any additional charges. In the same notice, the Respondent No.1 made an unsubstantiated claim that the allottees collectively owed a sum of Rs. 35,00,000/- towards maintenance dues, which is inherently contradictory, as the Promoter himself admitted that maintenance services would commence only from 01.07.2025, thereby establishing that no such services were rendered during the earlier period. It is further submitted that the Respondent No.1, vide notice dated 12.06.2025, acted in an illegal and coercive manner by raising an exorbitant and baseless demand of Rs. 1,42,00,000/- towards alleged outstanding maintenance charges and further threatened cancellation of allotment of flats in case of non-payment. It is further submitted that the Respondent No.1, under the pretext of facilitating execution of conveyance deeds and obtaining statutory permissions under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972, has been wrongfully compelling

the allottees to obtain a so-called “No Objection Certificate” from the promoter as a precondition for execution of conveyance deeds. It is further submitted that proceedings under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972 have already been initiated against the promoter in Case No. 2/13 of 2024 titled State of Himachal Pradesh vs. Ahlawat Developers & Promoters, pursuant to which a blanket prohibition has been imposed on execution of conveyance deeds in respect of the said project by the competent authority, including restriction on sale, purchase, or registration of any transaction until further orders. It is further submitted that the Promoter again acted in an arbitrary and high-handed manner by convening a meeting on 13.07.2025, issuing notice thereof only on 12.07.2025, and threatening that water pipeline connections would be provided only to those allottees who first obtained a “No Objection Certificate” in respect of alleged unpaid maintenance charges and full cost of flats. The Respondent further unlawfully demanded an additional sum of Rs. 10,000/- per flat as a precondition for providing water connections. It is significant to note that no independent water connections have been provided to any flats till date and no common electricity connection exists in the project. Despite these deficiencies, possession of flats has been handed over without obtaining Completion or Occupation Certificates, and even the most basic amenities such as potable water, electricity, functional lifts, and sewerage facilities remain unavailable, rendering the project unfit for habitation. It is further submitted that the Respondent is refusing to transfer maintenance responsibilities to the Residents Welfare Associations, namely Respondent No.2 and Respondent No.3, and is also withholding audited accounts and the Interest-Free Maintenance

Security (IFMS) collected from the allottees. The promoter has further failed to obtain or provide Completion and Occupation Certificates, which are essential prerequisites for lawful habitation. In the absence of such transfers and statutory compliance, the said Associations have expressed their inability to undertake maintenance of the project, resulting in complete breakdown of services and rendering the project uninhabitable. Further, the Act obligates the promoter to hand over IFMS and audited accounts to the RWA upon its formation. Judicial precedents, including Tatvam Residents Welfare Association vs. Vipul Limited and Sushma Crescent Residents' Welfare Society vs. M/s Sushma Buildtech Limited, affirm that handing over maintenance and IFMS is mandatory. It is further submitted that the Respondent, in disregard of statutory provisions and prior adjudication, issued a threatening letter dated 09.08.2025 demanding Rs. 1,03,000/- along with interest towards maintenance charges and threatening cancellation of allotment of Flat No. 103 in case of non-payment. It is further submitted that the Respondent is re-agitating issues already adjudicated by the Authority vide order dated 19.05.2023 in Complaint No. HPRERA2022021/C, which remains binding despite pendency of appeal. It is further submitted that the Promoter-Respondent No.1 is arbitrarily levying maintenance charges despite absence of basic amenities including electricity, water supply, sewerage, and other essential facilities, rendering the project unfit for habitation. In absence of a duly executed maintenance agreement, such charges cannot be imposed or enhanced. Judicial precedents of the Hon'ble National Consumer Disputes Redressal Commission and Hon'ble Supreme Court have consistently held that maintenance charges cannot be demanded where amenities are not provided or

where statutory certificates have not been obtained, and such conduct constitutes deficiency in service and unfair trade practice. It is further submitted that the actions of the Respondent, including threats of cancellation and levy of maintenance charges prior to issuance of Completion/Occupancy Certificates, are unlawful and contrary to the provisions of the Act, which provides only for recovery of dues as arrears of land revenue and does not permit such coercive measures. The issues already decided by this Authority vide order dated 19.05.2023 cannot be reopened in view of the principles of res judicata and issue estoppel. The Respondent is statutorily obligated under Section 11(4) of the Act to provide and maintain essential services until transfer to the RWA, and must transfer maintenance funds, audited accounts, and statutory compliances before shifting responsibility. It is further submitted that the Complainants are "allottees" within the meaning of Section 2(d) of the Act, being in lawful possession of the subject flat, and this Authority has jurisdiction to adjudicate the present complaint, the project being duly registered under RERA. In view of the above facts and circumstances, the Complainants have prayed for quashing of the impugned notice dated 09.08.2025, declaration regarding illegality of maintenance charges prior to statutory certification, direction for transfer of maintenance and IFMS to the RWA, provision of essential services, imposition of penalties under the Act, and grant of such other reliefs as deemed fit. The Complainants have also sought interim reliefs, including restraint against cancellation of allotment and recovery of maintenance charges during pendency of proceedings.

2. REPLY TO THE COMPLAINT:-

It is submitted that the complainant has engaged in a continuous and frivolous course of litigation, filing multiple petitions, appeals, and applications before various Courts, Authorities, and Tribunals, arising out of an alleged apprehension regarding cancellation of the apartment due to non-payment of outstanding dues towards the total cost of the flat. The filing of such multiple proceedings constitutes a clear misuse and abuse of the judicial process, resulting in unnecessary burden on judicial forums and obstruction of administration of justice. It is further submitted that the complainant has been repeatedly approaching different forums, both judicial and administrative, raising the same grievances with the sole intention of harassing and pressurizing the respondent and to avoid legal action against her for offences including cheating, criminal breach of trust, and wrongful delivery of property. Such conduct, involving repeated institution of frivolous and vexatious proceedings, amounts to an abuse of process of law and unnecessarily burdens the judicial system, thereby delaying justice for genuine litigants. The Hon'ble Supreme Court has consistently held that while access to justice is a fundamental right, the same cannot be misused by habitual litigants who repeatedly file meritless cases to obstruct final adjudication, and Courts have imposed exemplary costs to deter such conduct. It is further submitted that the complainant's husband is an advocate and is fully aware of legal processes, yet has facilitated such conduct, thereby wasting valuable judicial time. It is further submitted that the complainant has filed as many as 18 petitions/applications/appeals across various forums, as detailed in Annexure R-1, thereby indulging

in forum shopping. Reliance is placed upon judgments including Subrata Roy Sahara vs. Union of India, Dalip Singh vs State of Uttar Pradesh, KC Tharakan vs. State Bank of India, Sandeep Todi vs. Union of India, and Pandurang Vithal Kevne vs. BSNL, wherein the Hon'ble Supreme Court has imposed heavy costs on habitual litigants to discourage filing of frivolous cases followed by withdrawal. It is further submitted that the complainant had filed a complaint before the Director General, Vigilance, Government of Himachal Pradesh, alleging nexus between HP RERA, TCP, and BBNDAs with builders, which resulted in registration of Complaint No. 2/2025 before the State Vigilance Bureau, and the final report thereof forms part of the record. It is further submitted that the complainant is not an allottee of the project "Himachal One," as the alleged sale of the flat to Shri Vipin Kumar Singhal vide Agreement dated 27.06.2019 was illegal, the complainant having neither title nor ownership in the property, no sale deed or conveyance deed having been executed in her favour. It is a settled position of law, as held in Indian Overseas Bank vs M.S. Subramanian & Others, that an Agreement to sell does not confer title or create any interest in the property, and therefore the complainant had no authority to transfer the property. It is further submitted that the Agreement for sale dated 09.09.2015 was executed between the respondent promoter and the complainant for a total consideration of Rs. 25,00,000/-, out of which only Rs. 5,00,000/- was purportedly paid through cheque, subject to realization, and the balance amount of Rs. 20,00,000/- was to be financed through a housing loan from Punjab National Bank. A Tripartite Agreement dated 30.09.2015 was executed between the bank, the promoter, and the borrower, pursuant to which the loan amount was disbursed to the promoter after

completion of necessary formalities. It is further submitted that all EMI payments towards the housing loan were paid by the respondent promoter, amounting to Rs. 6,22,681/-, which is recoverable from the complainant, and as per the judgment of the Hon'ble Supreme Court in GMADA vs Anupam Garg, the developer is not liable to pay loan interest on behalf of the allottee. It is further submitted that despite repeated notices, the complainant failed to make payment of Rs. 5,00,000/- or furnish proof thereof, and instead initiated proceedings before this Authority. The Authority, in its earlier order, presumed payment based on the Tripartite Agreement; however, no proof was produced even before the Mediator appointed by the Hon'ble Appellate Tribunal, as reflected in Annexure R-5. It is further submitted that due to these developments, the complainant, along with the subsequent purchaser, initiated multiple proceedings against the respondent promoter, and till date has filed 18 complaints. It is further submitted that the allotment of the flat was cancelled vide letter dated 09.09.2025 on account of non-payment of the complete sale consideration, in accordance with Sections 11(5), 19(6), and 19(7) of the Real Estate (Regulation and Development) Act, 2016, after issuance of mandatory 30 days' notice vide letter dated 09.08.2025 as per the terms of the Agreement for sale. The amount was refunded vide cheque dated 09.09.2025. It is further submitted that the complainant has not submitted any proof of payment of Rs. 5,00,000/- till date, and the respondent promoter has rightly cancelled the allotment. It is also alleged that the complainant has committed fraud against the respondent promoter and Punjab National Bank, and a complaint has been filed with the Superintendent of Police, Baddi, for offences including cheating and

criminal breach of trust. It is further submitted that during pendency of the housing loan, the complainant illegally sold the flat to Shri Vipin Singhal on 27.06.2019 in violation of clauses of the Tripartite Agreement, which prohibited transfer or creation of interest without consent of the bank. It is further submitted that the complainant executed the said sale without having title and without obtaining permission under Section 118 of the Himachal Pradesh Tenancy and Land Reforms Act, 1972, thereby committing further illegality. It is further submitted that the subject flat was purportedly sold by the complainant to the subsequent purchaser on 27.06.2019, whereas the housing loan availed from Punjab National Bank was cleared only on 27.10.2023. It is further submitted that the said flat, bearing No. 501, Tower A-3, has neither been de-mortgaged by the bank in terms of the Tripartite Agreement nor has any communication been issued by Punjab National Bank to the Respondent-Promoter for removal of the lien created in favour of the bank. Consequently, as per the records maintained by the Respondent-Promoter, the said flat continues to remain under mortgage with Punjab National Bank. It is further submitted that despite receiving consideration of Rs. 25,00,000/- vide sale agreement dated 27.06.2019, the complainant continued to represent herself as owner, executed rent agreements, and collected rent exceeding Rs. 5,70,000/-, despite having no title or ownership in the property. It is further submitted that this Authority lacks jurisdiction to entertain a complaint by a person who is neither an allottee nor represents any association of allottees. It is further submitted, in reply to the complaint, that the complainant is not the owner of any flat, has no locus standi, and that the Apartment Buyer Agreement does not confer title or interest in property. It is denied that

any request for change of unit was made or any alternate unit was offered by the respondent promoter, particularly when the full consideration remained unpaid. It is further submitted that the respondent promoter has challenged the earlier order before the Hon'ble Real Estate Appellate Tribunal and that the complainant had not surrendered original documents. It is denied that any flat was sold or possession handed over to M/s GTM Builders & Promoters Pvt. Ltd., and it is stated that amounts received were refunded. It is further submitted that the complainant illegally rented out the flat and collected rent without having title, and that the project has all essential amenities, including electricity, water supply, STP, lifts, and other facilities, as evidenced by occupation of the project by a large number of residents. It is further submitted that maintenance is being carried out, that plot allottees are collecting maintenance charges independently, and that the complainant has no authority to represent any association. It is reiterated that the complainant defaulted in payment and that cancellation was effected in accordance with law after due notice. It is further submitted that the respondent promoter is entitled to recover outstanding dues including maintenance and utility charges, and that the complainant had not raised any grievance regarding amenities during the period when the flat was rented out. It is further submitted that NOCs are required as per standard practice and statutory requirements, and that proceedings under Section 118 are pending, while the Hon'ble High Court has permitted execution of sale deeds for eligible persons. It is further submitted that there is no requirement of independent water connections in multi-storey projects and that there is no valid RWA for flat allottees. The complainant's allegations are denied as baseless.

and intended to harass the respondent promoter. It is further submitted that the notice dated 09.08.2025 was issued to seek proof of payment, which was never furnished, and that the complainant is re-agitating issues already raised earlier. It is further submitted that the complainant has no knowledge of the project or is raising false allegations, as the project is inhabited by numerous residents and no complaints have been raised by other allottees. It is further submitted that cancellation of allotment has been carried out strictly in accordance with provisions of the Act and terms of the Agreement after due notice, and therefore the complainant ceases to be an allottee. In view of the aforesaid, it is prayed that the present complaint be dismissed with heavy costs, that exemplary costs of Rs. 5,00,000/- be imposed on the complainant for filing multiple frivolous proceedings, that the complainant be declared a vexatious and habitual litigant, that she be restrained from filing further proceedings without prior permission, and that such other orders be passed as deemed fit in the interest of justice.

3. REJOINDER:-

It is submitted that the Reply filed on behalf of Respondent No.1, namely M/s Ahlawat Developers and Promoters, suffers from a fundamental defect affecting its maintainability, inasmuch as the same has been signed by Sh. Jagjit Singh Ahlawat, who has no legal authority, authorization, or locus standi to represent the said firm. It is submitted that, as per the record of this Authority and the Order dated 19.05.2023 passed in Complaint No. HPRERA2022021/C, Mrs. Suman Ahlawat is the Managing Partner and the sole authorized representative of the Respondent firm, and the said Order specifically

recognizes her authority, including execution of re-allotment letters dated 30.12.2018 and 30.07.2019. The Respondent firm has itself consistently represented Mrs. Suman Ahlawat as the authorized Managing Partner through its dealings, documents, and formal resolution, and therefore cannot permit an unauthorized person to file pleadings. In the absence of proper authorization, the Reply is liable to be rejected as legally incompetent. It is further submitted that the Respondent has deliberately created confusion regarding representation, inasmuch as while Mrs. Suman Ahlawat has executed allotment-related documents, Sh. Jagjit Singh Ahlawat has issued demand notices, threatening letters, and has signed the present Reply, without any disclosed authority. It is further submitted that the entire Reply is fundamentally misconceived as it proceeds on facts relating to Flat No. 501, Tower A-3, whereas the present dispute pertains exclusively to Flat No. 103, Tower A-3, which has been lawfully allotted, re-allotted, and possessed by the Complainants since 30.07.2019. The sequence of allotment, re-allotment, and possession of Flat No. 103 has already been conclusively adjudicated by this Authority vide Order dated 19.05.2023, wherein the re-allotment was held valid and the respective rights of the parties in respect of Flat No. 501 and Flat No. 103 were clearly demarcated. The Respondent is therefore precluded from re-agitating issues relating to Flat No. 501, which has no bearing on the present complaint. It is further submitted that the purported cancellation letter dated 09.09.2025 is fraudulent and misleading, as it relates to Flat No. 501, which is not the subject matter of the present complaint. The said flat had already been sold and possession transferred to a third party, namely M/s GTM Builders & Promoters Pvt. Ltd., as evidenced by the Possession Handover Letter

dated 04.02.2025. It is further submitted that during the pendency of appeals before the Hon'ble Real Estate Appellate Tribunal, the Respondent is precluded from altering the rights of the parties in respect of the subject property, and any such action is in violation of the doctrine of lis pendens under Section 52 of the Transfer of Property Act, 1882. The Respondent's attempt to cancel allotment during pendency of litigation constitutes an abuse of process and is legally untenable. It is further submitted that the RERA registration of the project "Himachal One" has lapsed, and consequently the Respondent has ceased to have the status of a "Promoter" under the Act and is divested of authority to exercise statutory functions, including cancellation of allotments. Any such action taken after expiry of registration is without jurisdiction and void ab initio. It is further submitted that the Respondent has suppressed material facts regarding sale and transfer of multiple flats, including Flat No. 501, to third parties, and has thereby committed fraud upon judicial and quasi-judicial authorities. It is further submitted that the Respondent has also made false representations before the Hon'ble Appellate Tribunal that the Complainants are in possession of both Flat No. 103 and Flat No. 501, which is factually incorrect, as the Complainants have never been in possession of Flat No. 501, Fifth Floor, Tower A-3. The said flat has already been transferred to a third party, namely M/s GTM Builders & Promoters Pvt. Ltd. and such misrepresentation constitutes fraud upon the Tribunal. It is further submitted that the Respondent's conduct reflects a systematic pattern of fraud, including unlawful demands of maintenance charges without providing amenities, coercive threats of cancellation, collection of payments in personal accounts, and double allotment of units, all of which

demonstrate disregard for statutory obligations and rights of allottees. It is further submitted that the Respondent cannot derive any benefit from its own wrongful acts, and cannot rely upon its own defaults, including failure to obtain statutory approvals and provide essential services, to deny relief to the Complainants. It is further submitted that the allegations of vexatious litigation made by the Respondent are baseless and are an attempt to divert attention from its own statutory violations. The Complainants have approached various forums only due to persistent illegal actions of the Respondent, including non-provision of amenities, failure to obtain Completion and Occupation Certificates, coercive demands, and failure to transfer maintenance to the RWA. It is further submitted that the Complainants are lawful allottees of Flat No. 103, Tower A-3, and their rights have been conclusively recognized by this Authority in its Order dated 19.05.2023, which is binding and operates as *res judicata*. The Respondent is estopped from denying their status as allottees or re-agitating the same issue. It is further submitted that the purported cancellation dated 09.09.2025 is void and without legal effect, as it pertains to a different flat, relates to a property already sold to a third party, is issued without jurisdiction after expiry of RERA registration, violates the doctrine of *lis pendens*, and is contrary to settled law that allotment cannot be cancelled after handing over possession except through due process of law. It is further submitted that the Respondent's claim that the project has all essential amenities is false and contrary to ground reality, as the project lacks independent electricity connections, common electricity supply, functional lifts, independent water connections, Completion Certificate, Occupation Certificate, and proper sewerage facilities. The Respondent has failed

to comply with statutory obligations and directions of this Authority and has nonetheless demanded maintenance charges without providing services. It is further submitted that the Respondent has failed to transfer maintenance responsibilities, IFMS, and audited accounts to the Residents Welfare Associations, and has instead continued to collect charges without providing services, which is in violation of Section 11(4) of the Act. In view of the above, it is respectfully submitted that the Respondent has failed to provide basic amenities and statutory compliances, has no authority to demand maintenance charges, and its actions are illegal and unsustainable in law. It is therefore prayed that the demands raised by the Respondent be set aside, the Respondent be directed to provide essential services and obtain statutory certificates, and appropriate action be taken for violation of statutory obligations.

4. ARGUMENTS ON BEHALF OF THE COMPLAINANT

It is submitted on behalf of the Complainants that the present complaint pertains exclusively to Flat No. 103, Tower A-3, in the project "Himachal One," wherein the Complainants are lawful owners in possession and the reliefs sought in the present complaint include: (i) direction to the Respondent to obtain Completion Certificate and Occupation Certificate; (ii) transfer of maintenance along with the Interest-Free Maintenance Security (IFMS) to the Residents Welfare Associations, namely Respondent Nos. 2 and 3; (iii) restraint against illegal recovery of maintenance charges prior to grant of statutory certificates; (iv) declaration that the demand notice dated 09.08.2025 is null and void; and (v) direction to provide essential amenities including independent water connection, electricity, functional lifts,

and other promised facilities. It is further submitted that this Hon'ble Authority, vide Order dated 19.05.2023, has conclusively adjudicated the rights of the parties, wherein it was specifically directed that the Complainants shall not claim any right, title, or interest in Flat No. 501 and shall not interfere in the possession thereof, and correspondingly, the Respondent shall not interfere in the peaceful possession of the Complainants over Flat No. 103. It is submitted that the Complainants continue to remain in peaceful possession of Flat No. 103 as on date. It is further submitted that the said Order dated 19.05.2023 directed the Respondent to obtain Completion and Occupation Certificates within a period of 60 days, failing which the Respondent would be liable for penalty of Rs. 1,00,000/- under Sections 61 and 63 of the Real Estate (Regulation and Development) Act, 2016. It is contended that the Respondent has failed to comply with the said directions till date.

It is further submitted that despite absence of statutory approvals and basic amenities, the Respondent has raised arbitrary demands towards maintenance, including demand dated 06.02.2024 for an amount of Rs. 3,85,000/- (Annexure C-9), despite there being no electricity connection, no water supply, and no functional lift in the project. It is further submitted that the Respondent has been illegally directing allottees to deposit maintenance charges into his personal account, namely PNB Sector-11, Panchkula, instead of a designated project account, thereby bypassing statutory requirements (Annexure C-8). It is further submitted that the Respondent has issued coercive and threatening notices, including notice dated 24.11.2024, wherein it was stated that services such as security and common facilities would be withdrawn with effect from 30.11.2024, and that the

residents would have to make alternative arrangements from 01.12.2024, thereby clearly demonstrating that no proper services were being provided. It is further submitted that the notice dated 03.06.2025 (Annexure C-13) issued by the Respondent itself establishes non-provision of basic amenities, as it proposes to provide water connections only from the third week of June 2025 at an additional cost of approximately Rs. 10,000/- per flat, subject to obtaining "No Dues Certificate," thereby implying that no water connection existed earlier. The said notice further states that essential services such as lift, lighting, and water supply would be made available only from 01.07.2025, which clearly shows that no such services existed prior thereto. It is further submitted that the Respondent has raised allegations of fraud against the allottees and has issued public notices threatening cancellation of allotments despite failure to provide services. It is further submitted that the Respondent is attempting to mislead this Authority by referring to Flat No. 501, whereas the present complaint relates exclusively to Flat No. 103. It is submitted that Flat No. 501 has already been sold and possession handed over to M/s GTM Builders & Promoters Pvt. Ltd. vide letter dated 04.02.2025, and therefore has no relevance to the present proceedings. It is further submitted that the Respondent is re-agitating issues already decided by this Authority in its Order dated 19.05.2023, which is impermissible in law. The Complainants have further submitted that the Respondent has failed to transfer maintenance to the Residents Welfare Associations, despite formation and registration of such associations, and has failed to hand over IFMS and audited accounts. It is further submitted that the

Complainants are lawful allottees within the meaning of Section 2(d) of the Act, and are entitled to reliefs sought in the complaint.

5. ARGUMENTS ON BEHALF OF THE RESPONDENT

It is submitted on behalf of the Respondent that the original allotment of Flat No. 501 was made for a total consideration of Rs. 25,00,000/- , out of which only Rs. 20,00,000/- was paid through a housing loan, and the remaining Rs. 5,00,000/- has not been paid by the Complainants till date. It is contended that although a cheque was issued for Rs. 5,00,000/-, the same was never realized, and no documentary proof of such payment has been produced before any forum. It is further submitted that all EMI payments towards the housing loan were made by the Respondent, and in view of non-payment of the full consideration amount, the Respondent was entitled to cancel the allotment of Flat No. 501. It is contended that in the absence of complete payment, there was no occasion or justification for allotment or re-allotment of Flat No. 103 in favour of the Complainants. It is further submitted that the Complainants have acted fraudulently by executing a sale agreement dated 27.06.2019 in favour of Sh. Vipin Kumar Singhal despite having no title or ownership rights in the property, and further executed rent agreements thereafter claiming themselves to be owners. It is contended that such conduct amounts to misrepresentation and fraud upon the Respondent. It is further submitted that the Complainants have been in possession of the flat and have been using electricity, water, and other facilities, and therefore their contention regarding absence of amenities is incorrect. It is contended that it is not possible for any person to reside in a flat for several years without basic facilities, and the conduct of the

Complainants in letting out the property further supports the existence of such amenities. It is further submitted that the Respondent has challenged the Order dated 19.05.2023 before the Hon'ble Real Estate Appellate Tribunal and does not acknowledge the alleged re-allotment of Flat No. 103. It is contended that the issue of allotment is sub judice and is pending adjudication before the Appellate Tribunal. It is further submitted that the loan in respect of the flat remained outstanding until 27.10.2023 and the property continued to remain mortgaged with Punjab National Bank during the relevant period. It is contended that the Complainants acted illegally by transferring or dealing with the property during subsistence of the mortgage. It is further submitted that the alleged sale to M/s GTM Builders was not a valid transaction, and the amount received has already been refunded. It is contended that no valid transfer of ownership has taken place in favour of the said entity. It is further submitted that the Complainants have defaulted in payment obligations and have raised false allegations to avoid payment of dues including maintenance charges. It is contended that the Respondent is entitled to recover such dues and has acted within its legal rights in issuing notices and initiating cancellation proceedings.

5. ISSUES TO BE DICIDED: - On the basis of pleadings of the parties, following issues arise for determination:

- (i) Whether the Respondent No.1 has failed to obtain the Completion Certificate and Occupation Certificate in respect of Flat No. 103, Tower A-3, in the project "Himachal One," despite

specific directions issued by this Authority vide order dated 19.05.2023?

- (ii) Whether the Complainants, being in possession of Flat No. 103 and enjoying the use and benefits thereof, are legally bound to discharge maintenance charges as demanded by the Respondent, and whether the actions of the Respondent in raising such demands and issuing consequential notices can be said to be illegal or unjustified under the provisions of the Real Estate (Regulation and Development) Act, 2016?
- (iii) Other issue and imposition of penalty.

6. DISCUSSION AND FINDINGS ON EACH ISSUE:

- (i) Whether the Respondent No.1 has failed to obtain the Completion Certificate and Occupation Certificate in respect of Flat No. 103, Tower A-3, in the project “Himachal One,” despite specific directions issued by this Authority vide order dated 19.05.2023?**

Upon consideration of the pleadings, submissions of the parties, and documents placed on record, this Authority proceeds to determine the present issue as under:

At the outset, it is an admitted and undisputed position emerging from the record that this Authority, vide its earlier order dated 19.05.2023, had categorically directed the Respondents to obtain the Completion Certificate and Occupation Certificate in respect of Flat No. 103, Tower A-3, within a period of 60 days, failing which the Respondents were to be liable for penalty under Sections 61

and 63 of the Real Estate (Regulation and Development) Act, 2016. The said direction was specific, mandatory, and time-bound, and formed part of the operative portion of the order, thereby creating a statutory obligation upon the Respondent–Promoter to ensure compliance within the stipulated period. The said order has neither been set aside nor stayed by any competent forum, and therefore continues to bind the parties. It is further evident from the record that despite lapse of considerable time well beyond the stipulated 60-day period (i.e., beyond approximately July 2023), the Respondent has failed to place on record any Completion Certificate or Occupation Certificate issued by the competent authority in respect of the subject flat or the project. No documentary evidence has been produced by the Respondent to establish compliance with the said direction. On the contrary, the material placed on record by the Complainants, particularly **Annexure C-9** (Demand Notice dated 06.02.2024 for Rs. 3,85,000/-) and **Annexure C-10** (Notice dated 24.11.2024 regarding withdrawal of services), clearly demonstrates that the project continues to lack essential infrastructure and statutory compliances. The documents and notices issued by the Respondent itself further indicate absence of basic services such as electricity supply, water connections, and functional lifts. These deficiencies show that a valid Completion Certificate or Occupation Certificate could not have been issued, since such certificates require that the project has been completed in accordance with sanctioned plans and is fit for occupation. Further, from the record (including communications and notices placed on file), particularly Annexure C-13 (Notice dated 03.06.2025 proposing provision of

water connections and essential services from a future date), it is apparent that the Respondent has been proposing to provide basic amenities such as water supply and common services only at a later stage (e.g., proposed commencement around June–July 2025), which itself establishes that such amenities were not available earlier. This reinforces the conclusion that the project was not complete in all respects and was not eligible for grant of statutory certificates. It is a settled position of law under section 11(4) of the Real Estate (Regulation and Development) Act, 2016 that:

4) The promoter shall—

(a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be: Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

(b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be; (c) be responsible to obtain the lease certificate, where the real estate project is developed on a leasehold land, specifying the period of lease, and certifying that all dues and charges in regard to the leasehold land has been paid, and to make the lease certificate available to the association of allottees;

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

(e) enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable: Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;

(f) execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;

(g) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person;

Further, reliance is placed on the judgment of the Hon. SUPREME COURT in CIVIL APPEAL NO. 14604 OF 2024 (Arising out of SLP

(C) No.36440 of 2014) RAJENDRA KUMAR BARJATYA AND ANOTHER ... APPELLANT(S) VERSUS U.P. AVAS EVAM VIKAS PARISHAD & ORS. ... RESPONDENT(S) CIVIL APPEAL NO. 14605 OF 2024 (Arising out of SLP (C) No.1184 of 2015) RAJEEV GUPTA AND OTHERS ... APPELLANT(S) VERSUS U.P. AVAS EVAM VIKAS PARISHAD & ORS. ... RESPONDENT(S) Has held:

21. Therefore, in the larger public interest, we are inclined to issue the following directions, in addition to the directives issued by this Court in Re: Directions in the matter of demolition of structures (supra):

(i) While issuing the building planning permission, an undertaking be obtained from the builder/applicant, as the case may be, to the effect that possession of the building will be entrusted and/or handed over to the owners/beneficiaries only after obtaining completion/occupation certificate from the authorities concerned.

(ii) The builder/developer/owner shall cause to be displayed at the construction site, a copy of the approved plan during the entire period of construction and the authorities concerned shall inspect the premises periodically and maintain a record of such inspection in their official records.

(iii) Upon conducting personal inspection and being satisfied that the building is constructed in accordance with the building planning permission given and there is no deviation in such construction in any manner, the completion/occupation certificate in respect of residential / commercial building, be issued by the authority concerned to the parties concerned, without causing undue delay. If any deviation is noticed, action must be taken in accordance with the Act and the process of issuance of completion/occupation certificate should be deferred, unless and until the deviations pointed out are completely rectified.

(iv) All the necessary service connections, such as, Electricity, water supply, sewerage connection, etc., shall be given by the service provider / Board to the buildings only after the production of the completion/occupation certificate. (v) Even after issuance of completion

certificate, deviation / violation if any contrary to the planning permission brought to the notice of the authority immediate steps be taken by the said authority concerned, in accordance with law, against the builder / owner / occupant; and the official, who is responsible for issuance of wrongful completion / occupation certificate shall be proceeded departmentally forthwith.

In the present case, the Respondent has not only failed to obtain the completion certificates but has also acted in disregard of the binding directions issued by this Authority. Such non-compliance amounts to violation of statutory obligations under Section 11 of the Act, as well as under section 63 of the Act for non-compliance of the order dated 19.05.2023. The legal consequence of such failure is: Firstly, the possession handed over without obtaining Completion and Occupation Certificates cannot be treated as lawful or complete possession in the eyes of law. Secondly, in absence of such certificates, the Respondent is not legally entitled to claim that the project is complete or to impose obligations such as maintenance charges upon the allottees, particularly when essential services remain unprovided.

In view of the above discussion and documentary evidence placed on record, particularly Annexures C-9, C-10, and C-13, this Authority holds that the Respondent No.1 has failed to obtain the Completion Certificate and Occupation Certificate in respect of Flat No. 103, Tower A-3, despite specific and binding directions issued vide order dated 19.05.2023, and such failure constitutes a clear violation of statutory obligations under the Real Estate (Regulation and Development) Act, 2016 as well as non-compliance of the directions of this Authority.

- (ii) **Whether the Complainants, being in possession of Flat No. 103 and enjoying the use and benefits thereof, are legally bound to discharge maintenance charges as demanded by the Respondent, and whether the actions of the Respondent in raising such demands and issuing consequential notices can be said to be illegal or unjustified under the provisions of the Real Estate (Regulation and Development) Act, 2016?**

Upon consideration of the pleadings of the parties, submissions made, and documents placed on record, this Authority proceeds to determine the present issue as under:

At the outset, it is an admitted and undisputed position emerging from the record that the Complainants are in possession of Flat No. 103, Tower A-3. The record further reflects that the Complainants have not only taken possession but have also derived benefit from the said property, including by letting out the property/ premises on rent, as specifically asserted by the Respondent in its reply.

Notwithstanding the fact that possession may not be legally complete in the absence of Completion Certificate and Occupation Certificate, the Complainants are in actual physical possession of the flat and are deriving benefit from it. Therefore, such possession cannot be ignored while determining liability towards maintenance charges.

This fact is important for determining the liability towards maintenance charges. It is a well-established principle of law that an allottee who is in possession of a property and is enjoying its use and benefits cannot avoid the corresponding obligations

arising from such possession. Once the allottee is enjoying the fruits of the property, including its use or any income derived from it, the allottee is required to pay maintenance charges, as long as the charges are fair and reasonable. It is the case of the Complainants that maintenance charges are not payable on account of absence of Completion Certificate, Occupation Certificate, and non-provision of certain amenities. However, the material on record also indicates that the flat is in use and occupation and has been rendered capable of being utilized for residential purposes, which is further supported by the fact that the property has been let out and rent has been derived therefrom. It is difficult to accept that any premises could be occupied or let out in the complete absence of basic amenities; the very utilization of the property indicates the existence of minimum essential services necessary for habitation.

The Respondent has, on the other hand, specifically contended that essential services are being provided and that the project is inhabited by several residents, thereby indicating the availability of basic facilities necessary for occupation.

In this regard, Section 19(6) of the Real Estate (Regulation and Development) Act, 2016, which provides that every allottee shall be liable to make necessary payments, including maintenance charges, in accordance with the Agreement for Sale and in respect of the services provided. Section 19(6) is reproduced as under:

“(6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges,

municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any.”

Thus, once the allottee is in possession and is availing services- at least basic in nature- the liability to pay the maintenance cannot be completely denied.

In such circumstances, this Authority is of the view that the Complainants cannot take contradictory stands - on one hand enjoying possession of the property and earning benefit from it, and on the other hand denying their liability to pay maintenance charges. A party cannot accept the benefit of a situation and at the same time refuse to fulfill the obligations arising from it.

This view is based on settled principles that when an allottee is in possession of a property and is enjoying its use and benefits, the allottee is required to pay maintenance charges, provided that basic services are available and the charges are reasonable.

At the same time, it is equally well settled that the promoter cannot levy arbitrary or excessive maintenance charges without corresponding services or without maintaining transparency. The demands raised must be supported by actual provision of services and must be reasonable, fair, and proportionate to the facilities being provided. In this regard, Section 11(4)(d) of the Real Estate (Regulation and Development) Act, 2016 mandates that the promoter shall be responsible for providing and maintaining essential services on reasonable charges. Section 11(4)(d) of the RERD Act provides as under:

“(4) The promoter shall—(d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees;”

The documents placed on record, including demand notices such as Annexure C-9 (demand dated 06.02.2024) and subsequent communications, establish that maintenance charges have been demanded by the Respondent. While certain deficiencies in statutory compliances and amenities have been pointed out, the same, in the facts of the present case, do not completely absolve the Complainants from their obligation to contribute towards maintenance, particularly when they continue to remain in possession and derive benefit from the property.

Accordingly, this Authority holds that the Complainants, being in possession of Flat No. 103 and deriving benefit therefrom, are liable to pay maintenance charges to the Respondent. However, such liability shall be limited to reasonable and justifiable charges, according to the actual services provided. The Respondent is further directed to ensure transparency in the levy of such charges by providing proper break-up, maintaining accounts, and restricting recovery strictly to legitimate maintenance expenses in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.

In view of the above, the issue is decided partly in favour of the Respondent, holding that maintenance charges are payable by the Complainants, subject to the condition that the same are reasonable and supported by actual services rendered.

(iii) Other issue and imposition of penalty.

Upon consideration of the pleadings of the parties, submissions made, findings recorded on Issue Nos. (i) and (ii), and documents

placed on record, this Authority proceeds to determine the present issue as under:

At the outset, it stands established from the findings under Issue No. (i) that the Respondent has failed to obtain the Completion Certificate and Occupation Certificate despite specific and binding directions issued by this Authority vide order dated 19.05.2023. Such failure clearly amounts to non-compliance of statutory obligations under Section 11 of the Real Estate (Regulation and Development) Act, 2016, as well as violation of the directions of this Authority.

At the same time, it has been held under Issue No. (ii) that the Complainants, being in possession of Flat No. 103 and deriving benefit therefrom, are liable to pay maintenance charges, subject to such charges being reasonable and supported by actual services rendered. Thus, while the Complainants cannot avoid their obligation towards payment of maintenance, the Respondent is equally bound to act in accordance with the provision of RERD Act and cannot impose arbitrary or unjustified demands.

In the present case, the record reveals that the Respondent has raised maintenance demands, including demand dated 06.02.2024 (Annexure C-9) and subsequent demands including notice dated 09.08.2025 (Annexure C-18). The Respondent has also issued notices such as Annexure C-10 (dated 24.11.2024) and Annexure C-13 (dated 03.06.2025), which reflect certain deficiencies in services and proposals for future provision of amenities.

However, in view of the findings already recorded, particularly under Issue No. (ii), it cannot be said that the entire conduct of the

Respondent in raising maintenance demands is illegal. The Complainants, having remained in possession and having utilized the property, are under an obligation to pay the maintenance charges. Therefore, the demand for maintenance charges cannot be considered unlawful. It is evident from the record that the Respondent has not fully complied with statutory requirements, including obtaining Completion and Occupation Certificates and ensuring complete provision of amenities. Further, the manner of raising demands without proper break-up, transparency, and supporting material- raises concerns regarding the reasonableness of such charges.

This Authority is of the considered view that while the Respondent is entitled to recover maintenance charges, such recovery must be strictly in accordance with law. The Respondent cannot levy excessive, arbitrary, or unsupported charges, nor can it impose unreasonable conditions upon the allottees. Insofar as the allegation regarding coercive notices and collection of charges is concerned, it is a settled position that recovery of dues must be undertaken through lawful means and due process. Any threat of cancellation or imposition of conditions beyond the terms of the Agreement for Sale and provisions of the Act cannot be sustained in law.

Thus, the conduct of the Respondent reflects non-compliance- not in the act of raising maintenance demands itself, but in the manner in which such demands have been raised and enforced, without ensuring full statutory compliance and transparency.

In view of the above, this Authority holds that:

- The Respondent is entitled to recover reasonable maintenance charges from the Complainants;
- However, the Respondent has failed to fully comply with its statutory obligations under Section 11 of the Act;
- The Respondent shall ensure that all future demands are reasonable, transparent, and supported by proper break-up and actual services provided; and
- The Respondent shall refrain from adopting coercive or arbitrary measures for recovery of such charges.

Insofar as imposition of penalty is concerned, this Authority is of the view that the Respondent has failed to comply with the directions issued vide order dated 19.05.2023, particularly with regard to obtaining Completion Certificate and Occupation Certificate within the stipulated period. The said non-compliance is continuing in nature. Accordingly, the Respondent is liable for penalty under Section 63 of the Real Estate (Regulation and Development) Act, 2016, for non-compliance of the directions of this Authority.

Therefore, the issue is decided by holding that while the Respondent is entitled to recover maintenance charges in a lawful manner, failure to comply with statutory obligations and directions of this Authority makes him liable for appropriate action under the provisions of the Real Estate (Regulation and Development) Act, 2016.

7. RELIEF: Keeping in view the above findings, this Authority, in exercise of power vested in it, under various provisions of the Act,

Rules and Regulations made thereunder, and after having duly considered the documents and contentions placed on record, issues the following orders/directions:

- a) The complaint is partly allowed.
- b) The Respondent No.1 is directed to take all necessary steps to obtain the Completion Certificate and Occupation Certificate in respect of the project "Himachal One" and Flat No. 103, Tower A-3, from the competent authority, within a period of 3 months from the date of this order, failing which the Respondent shall be liable for per day penalty of Rs. 2000/- under Section 63 of the Real Estate (Regulation and Development) Act, 2016 till the completion certificate is obtained by the promoter from the competent Authority.
- c) The Complainants are held liable to pay maintenance charges to the Respondent; however, such charges shall be limited to reasonable and justifiable amounts, based on the actual services provided.

Further the Respondent/Promoter is directed to convene a general body meeting of the RWA/Association of Allottees within a period of one month from the date of this order and to place on record complete details regarding the funds available, expenses incurred for providing services, funds required for improvement of services, and the gap in availability of funds, along with a clear proposal for levy of maintenance charges. The monthly maintenance charges shall be determined after due discussion with the members of the general body as per mandate of section 11(4)(d), needless to say that such charges shall be reasonable, justifiable and all the allottees shall be

bound to pay the same by specified time every month. It is further clarified that these directions are being issued in view of the peculiar circumstances of the case in the larger interest of the allottees especially in view of the fact that possession has been handed over to the allottees without obtaining completion certificate.

d) All the pending applications are disposed of in aforesaid terms.



R.D. Dhiman)
CHAIRPERSON



(Vidur Mehta)
MEMBER