



Real Estate Regulatory Authority, Punjab

First Floor, Block-B, Plot No. 3, Sector-18 A, Madhya Marg, Chandigarh – 160018

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

Phone No. 0172-5139800, email id: pschairrera@punjab.gov.in & pachairrera@punjab.gov.in

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| 1. Complaint No. | 0367 of 2024 |
| 2. Name & Address of the complainant / Allottee | Leafstone Residents Welfare Association,
Leafstone Apartments, Highland Marg,
Patiala Road, Zirakpur, SAS Nagar (Mohali)-
140603. |
| 3. Name & Address of the respondent | 1. Ms. Daizy Dass W/o Mr. Amit Dass.
2. Mr. Amit Dass
Both R/o Flat No. 307-A, Tower 3, Leafstone
Apartments, Highland Marg, Patiala Road,
Zirakpur, Tehsil Derabassi, SAS Nagar
(Mohali)- 140603. |
| 4. Date of filing of complaint | 22.10.2024 |
| 5. Name of the Project | Leafstone Apartments. |
| 6. RERA Registration No. | PBRERA-SAS79-PR0101 |
| 7. Name of Counsel(s) for the complainant, if any. | Advocates, Sh. Sanjeev Sharma & Sh.
Vishal Singal. |
| 8. Name of Counsel(s) for the respondent, if any. | None |
| 9. Section and Rules under which order is passed | Section 31 read with section 40(1) of the
RERD Act, 2016 r.w. Rule 16, 24, 25 & 36 of
Pb. State RERD Rules, 2017. |
| 10. Date of Order | 14.08.2026 |

Order under section 31 read with Section 40(1) of Real Estate (Regulation & Development) Act, 2016 r/w Rules 16, 24, 25 and 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017

The present complaint dated 22.10.2024 has been filed by Leafstone Residents Welfare Association (hereinafter referred as the 'Complainant' for the sake of convenience and brevity) under section 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as 'the RERD Act, 2016' for the sake of convenience and brevity) read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules' for the sake of convenience and brevity) before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority' for the sake of convenience and brevity) seeking directions to the respondents, to pay the amount of Rs.83,797/- payable towards maintenance charges alongwith interest till actual payment, pay litigation cost of Rs.15,000/- & handover photocopies of allotment letter, agreement for sale as well as the possession handover letter relating to Flat No. 307-A, Tower 3, Leafstone Apartments, Highland Marg, Patiala Road, Zirakpur-140603 allotted/ owned by the respondents relating to a RERA registered



project namely 'Leafstone Apartment (PBRERA-SAS79-PR0101)' project at Zirakpur, SAS Nagar developed by M/s M. D. Builders Pvt. Ltd.

2. The brief gist of the complaint is that the Complainant is duly registered as Resident Welfare Association with Competent Authority-cum-SDM, Sub Divisional Magistrate, Dera Bassi vide No. 21/Cer-SDMDB/2022/RWA dated 27.09.2022 under rule 8 of The Punjab Apartments Ownership Rules, 1995 read with provisions of section 17 of The Punjab Apartment Ownership Act, 1995. The complainant is maintaining and providing services and amenities to the residents of the said society. For these varied type of services and amenities to the residents, the complainant is charging maintenance charges for proper and smooth running of affairs of the said society. The residents of the said society are under legal obligation to pay the said maintenance charges. The respondents, Ms. Daizy Dass and her husband Mr. Amit Dass are one of the residents of the said society. The respondent Ms. Daizy Dass and her husband Mr. Amit Dass have not been paying the said maintenance charges despite enjoying all the services and repeated demand notices and reminders issued by the complainant. No response has been received from the respondents by the complainant. In these circumstances, the complainant approached this authority on 22.10.2024 and sought the relief in the form of directions to the respondents to pay maintenance charges alongwith interest etc.

3. The notice was issued to respondents through speed post and email. The dasti notice was got collected by the counsel for the complainant who got it served, through affixture and also through speed post. The complainant has placed on record the photograph of dasti notice served through affixture at the address. On the flat's door, it is mentioned as 307-C. The dasti notice sent through speed post by the complainant was received back with remarks 'Door Locked'. The record of proceedings were duly recorded and uploaded on the website of this authority from time to time. However, the respondents neither appeared nor responded.

4. Non-filing of the reply or not objecting by the respondents to the contents claimed in the complaint by the complainant in the present complaint application tantamount to admittance of this fact that the contention which has been claimed by the complainant in this complaint is acceptable to the respondents. The above facts strengthen the belief that the respondents have nothing to say in this regard or have no objection to



the contents of this complaint. The complaint was proceeded for further inquiry. The authorized representatives for the complainant relied upon the contents in the complaint and addressed arguments on the basis of their submissions made in its complaint as summarized above.

5. The record of proceedings dated 27.05.2025 in this case reads as under:-

When the matter was taken up, Ld. Counsel for the complainant was asked as to how the present complaint is maintainable as it is a matter where RWA is seeking maintenance charges from the complainant. He is directed to submit the following information on the next date of hearing:-

- i. *Copy of Rules and Regulations of the Resident Welfare Association.*
- ii. *How does the dispute between RWA registered and allottee is maintainable under RERD Act, 2016.*

To which Ld. Counsel seeks an adjournment to do the needful. Next date of hearing is 28.07.2025 for further proceedings and examining other facts of the case.

6. As per record of proceedings dated 28.07.2025, the record of proceedings in this case reads as under:-

When the matter was taken-up, learned counsel for the complainant submitted that complainant is willing to explore the possibility of settlement, in respondent is interested to do so. Considering the reasons cited and the intention of the parties to resolve the matter amicably, the request for adjournment is allowed. are going on inter-parties and jointly sought an adjournment. Heard and request allowed.

Further, the complainant is also directed to serve a copy of this order dasti upon the respondents for its information and necessary compliances.

Now to come up.....

7. The record of proceedings dated 23.09.2025 in this case reads as under:-

Earlier, Ld. Counsel for the complainant was asked the maintainability of the present complaint, given that the matter pertains to RWA seeking maintenance charges from the allottees.



In response, learned counsel for the complainant directed to submit the following documents:-

- i. Copy of Rules and Regulations of the Resident Welfare Association.*
- ii. How does the dispute between RWA registered and allottee is maintainable under RERD Act, 2016.*

Today when the matter was taken up, learned counsel for the complainant sought further time to comply with the directions issued on the previous date of hearing.

Next date of hearing is 03.11.2025 for further proceedings and examining other facts of the case.

8. The record of proceedings dated 20.01.2026 in this case reads as under:-

No one attended on behalf of respondent, therefore the matter is adjourned for next date of hearing. Perusal of file reveals that the settlement talks are going on between inter-parties to which Ld. Counsel for the respondent is directed to file the reply on the next date of hearing in case settlement is not arrived at.

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9. The record of proceedings dated 24.03.2026 in this case reads as under:-

Today the matter was listed for argument, however Shri Vishal Singhal, Ld. Counsel for the complainant requested for an adjournment due to misplacement of his records. However, no one attended on behalf of the respondent. At his request, the matter is adjourned for next date of hearing. Perusal of the record reveals that no reply has been filed on behalf of the respondent till date and none has appearing since long on behalf of the respondent. The respondent is therefore, directed to file their reply with an advance copy of the same to the opposite side, failing which the matter shall be decided on the basis of the material available on record.

Further, complainant is directed to serve a copy of the present records of proceedings upon the respondent through Dasti for their information and necessary compliances.....

10. The record of proceedings dated 25.05.2026 in this case reads as under:-



*When the matter was taken up, Shri Vishal Singhal, Advocate, attended the proceedings and sought an adjournment for addressing arguments in the matter. However, perusal of the record reveals that no one has been appearing on behalf of the respondent since 27.05.2025. It is further observed that a copy of the dasti notice was served by the complainant on 15.04.2026 and, upon refusal/ non-availability, the same was affixed at the premises/wall of the respondent; however, despite the said service, no one attended on behalf of the respondent till date. In the interest of justice, Shri Visahl Singal, Advocate, is directed to collect fresh dasti notice from this office and effect service upon the respondent through dasti mode. In case the respondent refuses to accept the same or is not available, the notice shall again be affixed at a conspicuous place on respondent's premises and photographs thereof shall be placed on record. A **last and final opportunity** is hereby granted to the respondent to appear on the next date of hearing, failing which the matter shall be decided on the basis of the material on record.*

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Further, complainant is directed to serve a copy of the present records of proceedings upon the respondent through Dasti for their information and necessary compliances.....

A copy of this order be sent to the respondent through the complainant at the main address of the respondent. In case no one is present/ does not accept the notice, the complainant can affix the same at the address of the respondents for information and necessary action.

11. It is apparent from the record of proceedings that regular hearings had taken place and sufficient time as desired by the both parties were granted to reach mutual understanding/ consensus. The parties could not reach to complete consensus mutually.

12. I have duly considered the contents of complaint filed by the complainant. As per record of proceedings dated 27.05.2025, two important questions/ queries were raised with the counsel for the complainant as mentioned in record of proceedings dated 27.05.2025 & reproduced in para 5 above. These remained un-answered. The primary question is whether the resident welfare association can raise complaint



regarding non-payment of maintenance charges by its member under the provisions of RERD Act, 2016 before the Real Estate Regulation Authority.

13. It is relevant to mention that the complainant has filed similar complaint against six other allottees-cum-residents-cum-members regarding non-payment of maintenance fees etc. The facts in all these seven complainants are same and similar. These seven complaints were heard together. The undersigned has adjudicated and passed order dated 13.08.2026 in one of the complaint titled "Leafstone Residents Welfare Association Vs. Sunil Sharma [Complaint No.364 of 2024]". In the said order dated 13.08.2026, it has been held that the said complaint is not maintainable. Para 11 to 18 of the said order reads as under:-

11. The counsel for the complainant has submitted copy of following judgments in its support. These are:-

(A), (B) & (C) Judgment dated 27.09.2022 passed by the Hon'ble Punjab & Haryana High Court, Judgment dated 23.12.2020 passed in appeal No. 238 & 1317 of 2019 & judgment dated 02.05.2019 in Complainant No. 1277 of 2018 passed by the Haryana Real Estate Authority in the case of M/s Vipul Limited Vs. Tatvam Residents Welfare Association & others. The issue involved was various deficiencies in the project including non-handing over the maintenance, IFMS amount etc. to the residents welfare association. The Haryana Real Estate Regulatory Authority, Gurugram held that the matter is subjudiced before the Hon'ble Punjab & Haryana High Court over the issues involved and raised by the residents welfare association. The handing over the maintenance of project to MCG by builder is *sine quo non* as per section 11(4)(d)(e). Both the parties have to wait till final decision of the Hon'ble High Court, till then the *status-quo* shall prevail. The matter travelled to Haryana Real Estate Appellate Tribunal and finally to the Hon'ble High Court. In this judgment, the issue involved was taken over the maintenance by the resident welfare association without following the due procedure laid down in law which was challenged by the promoter. The Real Estate Regulation Authority has dismissed the appeal The Hon'ble High Court set aside the issue for the consideration of the Real Estate Regulation Authority.

(d) Judgment dated 20.11.2024 passed by the Hon'ble the High Court of Judicature at Madras in the case of M/s KSM Nirman Private Limited Vs. Olympia Grande Apartments Owner's Welfare Association. The brief facts are that resident welfare association filed an appeal before RERA for corpus fund and certain rectification in project.



The project was completed before the RERD Act, 2016 came into operation. The Real Estate Regulatory Authority dismissed the complaint. The RERA Appellate Tribunal restored the appeal to the file of RERA. The Hon'ble High Court upheld the order of the RERA Appellate Tribunal.

(E) Judgment dated 17.10.2023 passed in complaint No.1927 of 2021 by the Hon'ble Haryan Real Estate Regulatory Authority, Gurugram in the case of Vipul Greens Residents Welfare Association Vs. Maxworth Marketing Private Limited. In the case, the respondent is developer of the project. The directions sought were mandatory registration of project, apply and provide occupation certificate and completion certificate.

12. The perusal of these judgments reveals that different issues and facts were involved in these cases. None of the judgment involves the Residents Welfare Association and its members as complainant and respondent or vice-versa. The question essentially remains is that whether the complaint under section 31 of RERD Act, 2016 lies between the "Resident Welfare Association" and its members or vice-a-versa? For example, can an allottee-cum-member file complaint for deficiency of services against Residents Welfare Association under section 31 of RERD Act, 2016?

13. As detailed in para 2 above, the complainant is duly registered as Resident Welfare Association with Competent Authority-cum-SDM, Sub Divisional Magistrate, Dera Bassi vide No. 21/Cer-SDMDB/2022/RWA dated 27.09.2022 under rule 8 of The Punjab Apartments Ownership Rules, 1995 read with provisions of section 17 of The Punjab Apartment Ownership Act, 1995. The complainant is maintaining and providing services and amenities to the residents of the said society. For these varied type of services and amenities to the residents, the complainant is charging maintenance charges for proper and smooth running of affairs of the said society. Section 17 of the Punjab Apartment Ownership Act, 1995 (hereinafter referred as 'PAO Act, 1995' speaks about formation of association:-

"17. Formation of Association:- (1) There shall be an association, with the apartment owners as its members, for the administration of the affairs in relation to the apartments and the property and for management, maintenance and upkeep of the property, the common areas and facilities and common services:



Provided that in respect of an apartment meant for sale but not yet sold, the promoter shall be an associate member of the association and, when such apartment is later on allotted, sold or otherwise transferred, the allottee shall become a member of the association and the promoter shall cease to be associate member of the association in respect of such apartment:

Provided further that the formation of the association shall be without prejudice to the liability of the promoter for breach of any building regulations and the obtaining of completion and occupation certificates.

(2) After obtaining occupation certificate for the building and within three months of one third of the apartments being allotted, sold or otherwise transferred, the promoter shall make an application to the competent authority for the registration of association, with the persons who have taken apartments as members and if the promoter fails to make such application, the allottee shall make such application.

(3) On receipt of the application under sub-section (2), the competent authority, after making such enquiry as it may deem fit, register the association and grant a registration certificate in such form as may be prescribed.

(4) The association will be responsible for the administration and management of the property and maintenance and upkeep of the common areas and facilities and common services and the right and duties of a promoter shall devolve on the association as soon as the possession of the apartments is handed over to the apartment owners."

14. Rule 7 of the PAO Rules, 1995 enumerates the powers and functions of the Association. The said Rule runs as under:-

"7. Powers and functions of Association. - Every Association shall have the following powers and functions namely:-

(a) the right of access to apartments, under sub-section (b) of section 5;

(b) the responsibility for the administration and management of the property and maintenance and upkeep of the common areas and facilities and common services, under section 17;

(c) the power to repair, reconstruct or rebuild the property which is damaged or destroyed, under section 21;

(d) the power to take action with respect to any cause of action relating to the common areas and facilities on behalf of two or more apartment owners, under section 22;



- (e) the responsibility for assessment of the share in the common profits of the property to be distributed among, and common expenses chargeable to the apartment owners, under section 24;*
- (f) the liability for any breach of law in respect of the common areas and facilities, under Section 28;*
- (g) the power to recover amounts from apartment owners or other persons, and right to apply to the Collector for the recovery of the unpaid amounts as an arrear of land revenue, under Section 29;*
- (h) the duty to collect Government and Municipal taxes including the ground rent from the apartment owners and to remit the same to the Government or the local authority, as the case may be, under section 30;*
- (i) the duty to arrange for insurance, under section 31;*
- (j) election of the members of the Board;*
- (k) consideration of the annual report of the Association and its annual accounts; and*
- (l) amendments of the bye-laws as per provisions of the Act and the rules made there under. [Sections 19, 20 and 38(2)(e)."*

15. Section 19 (6) & (7) of the Punjab Apartment Ownership Act, 1995 (hereinafter referred as 'PAO Act, 1995' speak about general liabilities of the allottees:-

(6) Every allottee who has executed an agreement of sale to take an apartment, plot or building, as the case may be, under section 18 shall be responsible to make necessary payments in such manner and within such 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. in accordance with the agreement of sale.

(7) The allottee shall be liable to pay interest at such rate, as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).

16. Therefore, it is apparent that there are provisions as well as mechanism under The Punjab Apartment and Property Regulation Act 1995 to approach and get its grievance redressed. Here, before the Real Estate Regulatory Authority, the complainant has not disclosed under which section and provision of the RERD Act, 2016 & Punjab State RERD Rules, 2017 is praying for the relief.



17. The maintainability of the complaint under the provisions of RERD Act, 2016 and rules thereof is the first hurdle, any complainant has to pass. Once it is held that the complaint filed by the complainant is within the provisions of the RERD Act, 2016, only then it can be proceeded and adjudicated. As per section 31 of RERD Act, 2016, any aggrieved person may file a complaint for any violation of contravention of the provisions of RERD Act, 2016, RERD Rules, 2017 and regulations made thereunder against any promoter allottee or real estate agent. The Residents Welfare Association is covered in the definition of person as per explanation to section 31 of RERD Act, 2016. This Authority, given the aims and objectives of the Real Estate Regulatory legislation and considering the clear statutory limitations on its adjudication powers has to only satisfy itself if the Complainant has filed complaint for any violation or contravention of the provision of the RERD Act, 2016 or rules and regulations made therein against any promoter allottee or real estate agent. Here, the complainant has failed to prove/ satisfy as to which violation or contravention of the provision of the RERD Act, 2016 or rules and regulations have been made by the allottee. This is a case of purely between two private parties and does not come within preview of RERD Act, 2016.

18. The charging of maintenance by a Residents Welfare Association and its members' obligation to pay the maintenance charges is purely legal and it is obligatory upon the member to pay it, provided such Residents Welfare Association is properly formed and the charges are approved as per law & its bye-laws. Maintenance charges levied by a duly registered Residents Welfare Association may be legal, enforceable, and binding if allowed and charged as per its bye-laws/ memorandum or legal charter. A member cannot refuse to pay maintenance. The Association is well within its rights to initiate legal recovery proceedings against the defaulting member after following due process. However, maintenance collection by an established Residents Welfare Association is governed by the Association's registered bye-laws and the Societies Registration Act or State Cooperative Societies Acts, not by a builder-buyer agreement violation under RERD Act, 2016. Maintenance charges paid in accordance with maintenance and service agreement are contractual in nature and paid in lieu of services provided by service provider. Therefore, the case of the complainant is not covered under any provision of RERD Act, 2016 or rules made thereunder. In this case, it is not within power of this authority to adjudicate the issues between a Residents Welfare Association and its



members who are not promoter. The RERD Act, 2016 is applicable only *inter-se* issues relating to promoters, allottees and real estate agents. In the present complaint, the dispute is between an association & its members. The proper and legal form for these disputes is the Authority which has registered the Resident Welfare Association and approved its laws & bye-laws governing the relationship between association & its members. Therefore, the case of the complainant does not come within preview of this authority. The complainant has failed to demonstrate the applicability and invocation of any provision of the RERD Act, 2016. Therefore, the present case falls outside the jurisdiction of the Authority.

14. Following the findings and ratio of the order dated 13.08.2026 passed in the case of Leafstone Residents Welfare Association Vs. Sunil Sharma [GC. No. 364 of 2024], it is hereby held that the present application is not maintainable before Real Estate Regulatory Authority. This complaint is therefore dismissed *in limine* without any comment on the merits of the case. The findings of this judgment will not have any bearing on the merits of the case before any other authority. The parties are free to pursue any other remedy available under the law. A copy of this order be supplied to both the parties under Rules and file be consigned to record room.

Chandigarh
Dated: 14.08.2026




(Rakesh Kumar Goyal)
Chairman
RERA, Punjab.

Endst. No. RERA/Pb/PA-CM/2026//35-1141

Dated: 14 .08.2026

A copy of the above order may be sent to the followings:-

1. Leafstone Residents Welfare Association, Leafstone Apartments, Highland Marg, Patiala Road, Zirakpur, SAS Nagar (Mohali)-140603.
2. Ms. Daizy Dass W/o Mr. Amit Dass, R/o Flat No. 307-A, Tower 3, Leafstone Apartments, Highland Marg, Patiala Road, Zirakpur, Tehsil Derabassi, SAS Nagar (Mohali)- 140603.
3. Mr. Amit Dass, R/o Flat No. 307-A, Tower 3, Leafstone Apartments, Highland Marg, Patiala Road, Zirakpur, Tehsil Derabassi, SAS Nagar (Mohali)- 140603.
4. The Secretary, RERA, Punjab.
5. Director (Legal), RERA, Punjab.
6. The Complaint File.
7. The Master File.


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