



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

1. **Complaint No.** :- GC No. 0236/2021
2. **Name & Address of the complainant (s)/ Allottee** :- M/s Fortune Multitech Pvt. Ltd., SCO No. 404, Sector 20, Panchkula,, Haryana.
3. **Name & Address of the respondent (s)/ Promoter** :-
 1. Sh. Rajat Kumar, R/o Apartment No. 1002, Tower No. I, Victoria Heights, Peer Mucchalla, Tehsil Derabassi, SAS Nagar, Punjab-160104.
 2. Sh. Rohtash Singh, R/o Apartment No. 1002, Tower No. I, Victoria Heights, Peer Mucchalla, Tehsil Derabassi, SAS Nagar, Punjab-160104.
4. **Date of filing of complaint** :- 04.06.2021
5. **Name of the Project** :- Victoria Heights situated at Peer Muchalla, Tehsil Zirakpur, SAS Nagar.
6. **RERA Registration No.** :- PBRERA-SAS79-PR0237
7. **Name of Counsel for the complainant, if any.** :- Sh. Shivam Grover, Advocate
8. **Name of Counsel for the respondent, if any.** :- Ms. Parbeen Dharwal, Advocate
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** :- 06.10.2026

Order u/s. 31 of Real Estate (Regulation & Development) Act, 2016 read with Rule 36 of Pb. State Real Estate (Regulation & Development) Rules, 2017.

The instant complaint has been preferred by M/s Fortune Multitech Pvt. Ltd. (hereinafter referred as the 'Complainant') u/s 31 of the Real Estate (Regulation & Development) Act, 2016 (hereinafter referred as the '**RERD Act, 2016**') read with Rule 36 of the Punjab State Real Estate (Regulation & Development) Rules, 2017 (hereinafter referred as the 'Rules') before the Real Estate Regulatory Authority, Punjab (hereinafter referred as 'Authority') against the respondents-allottees **for non-payment of monthly maintenance charges, in violation of Buyers Agreement for Sale dated 07.11.2017.**

2. The brief facts, culminating into the filing of the present complaint, are that the complainant promoter, being a duly incorporated company under the provisions of the Companies Act and engaged in the business of development, promotion and construction of real estate projects, launched a



residential housing project under the name and style of "Victoria Heights" situated at Peer Muchalla, Tehsil DeraBassi, District S.A.S. Nagar, Mohali. The respondents/allottees booked Apartment No. 1002, 10th Floor, Tower-I (3 BHK), admeasuring approximately 1800 sq. ft. super area, and a Buyers Agreement dated 07.11.2017 was executed between the complainant and the respondents in respect thereof. Thereafter, upon payment of the requisite amount and after due satisfaction regarding the project, the respondents took possession of the said apartment vide possession letter dated 12.02.2018. In terms of Article 3(a) of the Buyers Agreement dated 07.11.2017, the respondents were liable to pay maintenance charges @ Rs.3564/- for an area of 1800 sq. feet flat per month, along with applicable taxes, from the date of offer of possession, with an agreed annual escalation of 15%. The maintenance was to be undertaken by the Promoter/Developer itself under the Punjab Apartment and Property Regulation Act, 1995 and Section 11(4)(d) of the Real Estate (Regulation and Development) Act, 2016, until the formation of the Association of Apartment Owners, and no separate maintenance agency was required to be appointed till the formation of the association. It is further averred that despite availing and enjoying the maintenance services/facilities continuously, the respondents failed to discharge their contractual and statutory obligation towards payment of maintenance charges from the date of possession onwards. It is, however, the contention of the complainant that the respondents had paid the maintenance charges along with applicable taxes up to March, 2020. According to the complainant, a sum of Rs.47176/-(till 01.03.2021) remained outstanding against the respondents towards maintenance charges, inclusive of interest @18% per annum and applicable taxes, as reflected at Annexure C-5 of the complaint as given below:-



I-1002		
AMOUNT p.m.	INTEREST 18%	MONTHS
3564	53	01.04.2020
7181	108	01.05.2020
10853	163	01.06.2020
14580	219	01.07.2020
18363	275	01.08.2020
22202	333	01.09.2020
26099	391	01.10.2020
30055	451	01.11.2020
34069	511	01.12.2020
38145	572	01.01.2021
42281	634	01.02.2021
46479	697	01.03.2021
	4408	
NET AMOUNT PAYABLE IN		
01.04.2020-31.03.2021		47176
NET AMOUNT PAYABLE		
01.04.2020-31.03.2021		47176
AMOUNT PAYABLE I-1002		47176
EXCLUDING APPLICABLE GST		

2.1. The complainant further stated that a general notice of all the defaulting apartment owners was put up on the notice board of the society which was followed by e-mail wherein the allottees including the respondent were called to make payment. But the respondent has failed to pay the above said amount. Thus, the non-payment of monthly maintenance charges being in violation of the Buyers Agreement necessitated the filing of the present complaint for recovery of the outstanding dues. The complainant, therefore, has sought the following reliefs:-

- (i) *The respondents be directed to pay the payment of maintenance charges due and taxes as applicable along with interest @ 18% till the actual realization of the amount along with due compensation;*
- (ii) *The respondents be burdened with penalty;*
- (iii) *The respondents be directed to pay a sum of 20,000/- as litigation expenses.*

3. In response to notice, the learned counsel for the respondents filed their reply dated 06.01.2026. The copy of complaint was served on 10.12.2021 as per records on the respondents and reply was filed on 06.01.2026 after about 3 years. Reliance has also been placed upon the orders dated 20.12.2021 and 01.02.2022 passed by the Hon'ble Real Estate Appellate Tribunal, Punjab, in other case of same nature wherein the issue regarding legality, transparency, and uniformity of maintenance charges was directed to be examined at the first instance.

4. The respondents have requested for the following reliefs: -

- a. *Dismiss the present complaint filed by the complainant under Section 31 of the Real Estate (Regulation and Development) Act, 2016 as being false, misconceived, arbitrary, and not maintainable, with exemplary costs;*
- b. *Hold and declare that the complainant is not entitled to recover any maintenance charges, interest, penalty, or litigation expenses, in the absence of due compliance with its statutory and contractual obligations, including provision of proper maintenance services and transparency in accounts;*
- c. *Direct the complainant to place on record complete and audited maintenance accounts, including details of collection, expenditure, IFMS corpus, interest earned thereon, manpower deployment, GST compliance, and service-wise breakup, for verification by the allottees and this Hon'ble Authority;*



- d. Direct the complainant to rectify all deficiencies in maintenance services, restore common areas, comply with sanctioned layout plans, and provide essential services strictly in accordance with law;*
- e. Direct the complainant to execute a lawful and transparent Agreement with the separate Maintenance allottees/association, clearly defining scope of services, charges, escalation, accountability, and residents' rights;*
- f. In the alternative, direct the complainant to handover maintenance and control of common areas to the duly elected Association of Allottees/RWA in accordance with law,*
- g. Restrain the complainant from taking any coercive steps, including issuance of recovery notices, levy of interest/penalty, or denial of services, during the pendency and after adjudication of the present proceedings;*

5. The respondents gave various reasons and excuses to file the reply on the next hearing after being fixed multiple times for hearing by the Bench of the Authority. The respondents, while opposing the present complaint, contended that the present complaint is not maintainable in view of the complainant's own violations of statutory and contractual obligations under Sections 11 and 14 of the Real Estate (Regulation and Development) Act, 2016, as well as the provisions of the Punjab Apartment and Property Regulation Act, 1995 and the Punjab Apartment Ownership Act, 1995. It has been alleged that despite claiming maintenance charges, the complainant failed to provide proper maintenance services, adequate manpower, essential amenities, and timely redressal of grievances. The respondents have further referred to Clause/Article 3 of the Agreement to contend that no separate Maintenance Agreement was ever executed between the parties, and therefore the complainant could not unilaterally determine, enhance, or recover maintenance charges. It has also been pleaded that the complainant failed to disclose maintenance accounts, audited expenditure records, GST documents, vouchers, and other relevant material despite repeated demands and directions. Learned counsel for the respondents contended that due to repeated complaints and dissatisfaction of the residents regarding poor maintenance services, the complainant appointed JLL India as a maintenance agency for the project. However, even after appointment of the said agency, the maintenance services allegedly remained unsatisfactory and complaints were not attended in a timely



manner. It was further argued that despite appointing JLL India, the complainant neither executed nor disclosed any separate Maintenance Agreement with the residents. Ultimately, the complainant again took over the maintenance operations itself which shows that the services provided through JLL India were deficient and inadequate. The respondents have further stated that maintenance charges were not absolutely refused, but were temporarily withheld on account of continuing deficiencies in services and non-compliance by the complainant. Accordingly, it has been averred that the complainant, being itself in breach of law and contractual obligations, is not entitled to relief under Section 31 of the RERD Act, 2016.

6. The complainant filed a rejoinder reiterating the averments made in the complaint and denying the objections raised by the respondents.

7. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above.

8. **This Bench of Authority has duly considered the arguments of both the counsel of the parties, also gone through the documents available on record as well as considered the written & oral submissions of the parties. The observations in the case vide GC No. 0199 of 2021 titled as Fortune Multitech Pvt. Ltd. Vs. Kumari Swati dated 10.08.2026 u/s. 31 of the RERD Act, 2016 from para 9 to 19 of the said order are relevant and applicable in this case as the submissions and arguments in this case are similar to large extent. The said observations are in the case of same type of complaint of the same promoter in the same project on similar issues. Hence, to avoid repetition and for the sake of convenience these paragraphs are not reproduced in this case.**

9. During the proceedings, the promoter attended, complained, and made a statement that interest-free maintenance security has been obtained from the majority of the residents, but certain other residents have given an undertaking that they shall be providing the interest-free maintenance security as asked by the promoter. It is observed by this bench that maintenance charges are required to be uniform from all the residents on a reasonable basis and on reasonable criteria as provided in Explanation to



Bye Rule 18 of the Schedule to the Punjab Apartment Ownership Rules, 1995. Therefore, this bench directs as follows:-

- (i) All allottees will be charged a uniform rate, taking the super area into consideration, and the rate will be determined per square feet multiplied by the super area for maintenance purposes from these allottees/respondents from 1st October, 2026 till the maintenance is handed over either to some agency or the Resident Welfare Association, as the case may be. In this case although the allottee was paying Rs.3564/- being calculated by an increase @ 15% @ Rs.1.5/- sq. feet for a flat of 1800 sq. feet area. However, it is observed that there are different rates for different residents while it required uniformity. Therefore to maintain consistency, the same ratio of Rs.1.5/- sq. feet is to be charged for the whole period of default.
- (ii) Further, as per the undertaking of the promoter, it will return the interest-free maintenance security to all the residents after deducting maintenance charges, if any, remains unpaid by the said resident for any month till date.
- (iii) Needless to say, the promoter will hand over the maintenance to the apartment owners' association constituted under the Punjab Ownership Apartment Act, 1995 & Rules thereof, an association created as per its provisions, duly registered with the competent authority provided thereunder.
- (iv) The promoter has to make efforts that 50% plus 1 are enrolled as members of the said association out of the owners/allottees in whose favour the conveyance deeds have been done and who have volunteered to get it done till 31st May, 2026 at least.
- (v) It will give a proper advertisement and publicity to all the residents to become the member of the said association. It will also send emails to all allottees whose email address is available in the allottee file maintained by promoter.
- (vi) It will facilitate the formation of such apartment owners' association and may persuade all other members to become members, if deemed fit, to the already registered association.
- (vii) The members will be taken as provided under the law, and it will request the competent authority to get the elections conducted in a peaceful and cooperative manner, so that the volunteers who are



willing to work for the welfare of the residents are elected and work for the residents or owners.

- (viii) The promoter is further directed that it will get its accounts audited since 1st April 2023 and give the opportunity for perusal of the accounts since 01.04.2023 to 31.03.2026 to all the residents or owners who have paid their dues upto March, 2026.
- (ix) The accounts will be audited by an independent chartered accountant who is neither associated in any manner with the project till date, including filing of its annual return, quarterly return, nor certifying the amounts for withdrawal from a separate bank account, auditor of the accounts, etc. It will be an altogether independent chartered accountant.
- (x) The promoter will maintain the accounts truly and correctly and keep it open for the residents or owners who are making regular payment even after 01.04.2026.
- (xi) It has to provide the maintenance services which are essential for the maintenance and upkeep of the sanctioned level plan, including common areas, roads, parks, gym, etc. to be used by all residents/owners of the flats as per law as provided under the Bye Laws including Bye law 4 of the Schedule to the Punjab Apartment Ownership Rules, 1995.
- (xii) As provided under Bye-Laws 17(2) of the Schedule to the Punjab Apartment Ownership Rules, 1995, every apartment owner must do all maintenance and repair work within his own apartment.
- (xiii) The promoter has failed in its duty to help, assist and form an Association of Apartment Owners as per the Punjab Apartment Ownership Act, 1995 and Rules thereof.
- (xiv) It is further directed that in case, for any reason, the Owner's Association does not become functional and operational by 30th June, 2027, the promoter will appoint an agency for maintenance of the premises. The said agency will not have any management person, including its partners, directors, etc., who were associated or their spouses were associated in any kind of relationship with the directors of the promoter's company in the last 3 years. It will follow due procedure and record the reasons for appointing any particular agency as maintenance agency till the apartment owners association takes over the maintenance. The maintenance and



upkeep of the project will be handed over to an independent agency effectively from 01.07.2026.

- (xv) The promoter will keep updated accounts along with full details, vouchers, stock register, and cash book and ledger of each allottee, etc.
- (xvi) However, the promoter is reminded that it will make all its earnest efforts to make an association of the owners and make it successful for maintenance. It may provide general guidance and other assistance. It will hand over all the service plans maps giving the details of the layout of various services, such as in the walls, floors, roofs, or in the ducts, so that a maintenance agency can work better, efficiently and without damaging any of the structure or pipes in the walls, the floor, or the roof.
- (xvii) The promoter is advised that once the project is complete, it should hand over the maintenance to the Resident Welfare Association or Apartment Owners Association, and provide guidance and other necessary advice and play a role of guardian for the project. The maintenance of the project is not the primary work of the promoter after it is completed. It should construct and hand over the possession and move further for another construction of a project, and let the residents be responsible for the maintenance of completed projects.
- (xviii) It is observed that there are 450 flats/units (approx.) and except few others are paying the dues quietly and timely which shows that most of the residents are satisfied with the services being provided and rates charged. However, still the promoter is required to fulfil its obligation under the various local laws including the Punjab Apartment and Property Regulation Act, 1995; Punjab Apartment Ownership Act, 1995 and Rules thereof within the overall umbrella provision of Real Estate (Regulation and Development) Act, 2016. The promoter of a high-rise building is a person who constructs apartments, sells, carry out conveyance deeds and maintain as an interim arrangement. He should handover it at the earliest possible and within time limits prescribed under the various local laws and Real Estate (Regulation and Development) Act, 2016 for maintenance to the Apartment Owner Association.



- (xix) The IFMS will be return to all the owners after deducting unpaid dues, if any before 30.09.2026 and the interest accruing thereon since 01.04.2023 will be added in the account as contribution received from the residents. It will be an undue advantage to the Apartment Owners who have not paid till date but will enjoys the interest accrued upon the IFMS of other. The policy of taking IFMS from certain home buyers and an agreement with others may have been a sale criterion but it is required to be followed uniformly by the promoter during maintenance period.
- (xx) The contention of the respondents that no separate maintenance agreement was executed is also not sufficient to defeat the claim. The liability to pay maintenance charges flows from the Buyers Agreement itself signed between the parties. Further, Section 19(6) of the RERD Act, 2016 also requires an allottee to make necessary payments, **including maintenance charges**. Merely, because a separate maintenance agreement was not executed does not mean that the respondents can avoid payment of maintenance charges. Accordingly, this Bench holds that the respondents are liable to pay maintenance charges due and payable under the Buyers Agreement together with interest for delayed payment.
- (xxi) The respondents are directed to make the payment of maintenance charges at the agreed rate in the Buyers Agreement, along with interest as provided in Section 19 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 16 of the Punjab State Real Estate (Regulation and Development) Rules, 2017. The interest will be charged at the rate of 10.80% per annum on a monthly basis on the instalments. Further, from 1st September, 2026, a uniform rate will be decided by the promoter on the basis of the built-up area and will charge the same rate from all apartment owners in the project. It may give a discount on early payment or reduction of rate on early payment and deposits uniformly to the owners of apartment in general. It will not give interest-free maintenance charges charged from the various parties to the Association of Owners Apartment and return it to the Apartment owner who has paid after deducting unpaid maintenance charges, if any. It will hand over maintenance to the Apartment Owners Association at the earliest possible.



- (xxii) The rate has been kept uniform from 01.04.2020 for charges to be paid by the respondents for the sake of convenience and brevity of calculation. However, in case of any revision, the revised rates may be charged uniformly as applicable to all including in the case of this complainant from 01.10.2026.
- (xxiii) The respondents were enjoying the maintenance of the colony and did not make any payment. It was required to pay particularly maintenance charges if not fully in case there was genuine thinking of excessive maintenance charges being charged by promoter-cum-complainant. Non-payment results in to difficulties in maintenance of the premises.
- (xxiv) The Apartment Owners Association should make all out efforts and the complainant should also assist to get the already existing association to make it functional by amending its bye-laws, if any required & assisting the prescribed Competent Authority which registered the Association to make it fully functional for taking over the maintenance.
- (xxv) The parties will follow all the proper rules and regulations in letter and spirit as may be applicable of local laws i.e. the Punjab Apartment & Property Regulation Act, 1995; the Punjab Apartment Ownership Act, 1995 and Rules thereof and the provisions of Real Estate (Regulation and Development) Act, 2016.
- (xxvi) The maintenance charges, as submitted during the proceedings, are also being charged, as the promoter is providing free maintenance inside the apartments. A criterion is required to be fixed whether maintenance inside the apartment is to be treated as payable by the residents or only the maintenance of the common areas, parks, streetlights, roads, gym, and other facilities is to be provided, and accordingly, make the charges.
- (xxvii) The maintenance charges will be received in a separate account opened for this purpose only, and no other charges will be received in the said account from any allottee by the promoter, except, relating to the late payment of the maintenance charges of the Apartment, etc. The apartment owners are informed that any late payment will attract the interest as provided under Rule 16 of the



Punjab State Real Estate Regulation and Development Rules, 2017 or as decided by an Association, when maintenance has been taken over by Apartment Owners Association.

10. In view of the above, the complainant is entitled to receive payment of maintenance charges due along with interest @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 06.10.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. The interest is being calculated on monthly basis for the whole month for the purpose of charging interest. The period for payment of interest will be considered from the next month in which payment was affected by the allottee after 15th of the month and if before 15th then for the said month will also be included for the payment of interest to the previous month of the date in which payment has been affected by the respondents-allottees. Therefore, the calculation of maintenance charges to be paid by the respondents and interest thereon from 01.04.2020 to 30.09.2026 is calculated as follows:-



Period		Amount	No. of Months	ROI	Interest
01-04-2020	30-04-2020	2,700	1	10.8	24
01-05-2020	31-05-2020	5,400	1	10.8	49
01-06-2020	30-06-2020	8,100	1	10.8	73
01-07-2020	31-07-2020	10,800	1	10.8	97
01-08-2020	31-08-2020	13,500	1	10.8	122
01-09-2020	30-09-2020	16,200	1	10.8	146
01-10-2020	31-10-2020	18,900	1	10.8	170
01-11-2020	30-11-2020	21,600	1	10.8	194
01-12-2020	31-12-2020	24,300	1	10.8	219
01-01-2021	31-01-2021	27,000	1	10.8	243
01-02-2021	28-02-2021	29,700	1	10.8	267
01-03-2021	31-03-2021	32,400	1	10.8	292
01-04-2021	30-04-2021	35,100	1	10.8	316
01-05-2021	31-05-2021	37,800	1	10.8	340
01-06-2021	30-06-2021	40,500	1	10.8	365
01-07-2021	31-07-2021	43,200	1	10.8	389
01-08-2021	31-08-2021	45,900	1	10.8	413
01-09-2021	30-09-2021	48,600	1	10.8	437
01-10-2021	31-10-2021	51,300	1	10.8	462
01-11-2021	30-11-2021	54,000	1	10.8	486
01-12-2021	31-12-2021	56,700	1	10.8	510
01-01-2022	31-01-2022	59,400	1	10.8	535
01-02-2022	28-02-2022	62,100	1	10.8	559
01-03-2022	31-03-2022	64,800	1	10.8	583
01-04-2022	30-04-2022	67,500	1	10.8	608
01-05-2022	31-05-2022	70,200	1	10.8	632
01-06-2022	30-06-2022	72,900	1	10.8	656
01-07-2022	31-07-2022	75,600	1	10.8	680
01-08-2022	31-08-2022	78,300	1	10.8	705
01-09-2022	30-09-2022	81,000	1	10.8	729
01-10-2022	31-10-2022	83,700	1	10.8	753
01-11-2022	30-11-2022	86,400	1	10.8	778
01-12-2022	31-12-2022	89,100	1	10.8	802
01-01-2023	31-01-2023	91,800	1	10.8	826
01-02-2023	28-02-2023	94,500	1	10.8	851
01-03-2023	31-03-2023	97,200	1	10.8	875
01-04-2023	30-04-2023	99,900	1	10.8	899
01-05-2023	31-05-2023	1,02,600	1	10.8	923
01-06-2023	30-06-2023	1,05,300	1	10.8	948
01-07-2023	31-07-2023	1,08,000	1	10.8	972
01-08-2023	31-08-2023	1,10,700	1	10.8	996
01-09-2023	30-09-2023	1,13,400	1	10.8	1,021
01-10-2023	31-10-2023	1,16,100	1	10.8	1,045
01-11-2023	30-11-2023	1,18,800	1	10.8	1,069
01-12-2023	31-12-2023	1,21,500	1	10.8	1,094
01-01-2024	31-01-2024	1,24,200	1	10.8	1,118
01-02-2024	29-02-2024	1,26,900	1	10.8	1,142
01-03-2024	31-03-2024	1,29,600	1	10.8	1,166
01-04-2024	30-04-2024	1,32,300	1	10.8	1,191
01-05-2024	31-05-2024	1,35,000	1	10.8	1,215
01-06-2024	30-06-2024	1,37,700	1	10.8	1,239
01-07-2024	31-07-2024	1,40,400	1	10.8	1,264
01-08-2024	31-08-2024	1,43,100	1	10.8	1,288
01-09-2024	30-09-2024	1,45,800	1	10.8	1,312
01-10-2024	31-10-2024	1,48,500	1	10.8	1,337
01-11-2024	30-11-2024	1,51,200	1	10.8	1,361
01-12-2024	31-12-2024	1,53,900	1	10.8	1,385
01-01-2025	31-01-2025	1,56,600	1	10.8	1,409
01-02-2025	28-02-2025	1,59,300	1	10.8	1,434
01-03-2025	31-03-2025	1,62,000	1	10.8	1,458
01-04-2025	30-04-2025	1,64,700	1	10.8	1,482
01-05-2025	31-05-2025	1,67,400	1	10.8	1,507
01-06-2025	30-06-2025	1,70,100	1	10.8	1,531
01-07-2025	31-07-2025	1,72,800	1	10.8	1,555
01-08-2025	31-08-2025	1,75,500	1	10.8	1,580
01-09-2025	30-09-2025	1,78,200	1	10.8	1,604
01-10-2025	31-10-2025	1,80,900	1	10.8	1,628
01-11-2025	30-11-2025	1,83,600	1	10.8	1,652
01-12-2025	31-12-2025	1,86,300	1	10.8	1,677
01-01-2026	31-01-2026	1,89,000	1	10.8	1,701
01-02-2026	28-02-2026	1,91,700	1	10.8	1,725
01-03-2026	31-03-2026	1,94,400	1	10.8	1,750
01-04-2026	30-04-2026	1,97,100	1	10.8	1,774
01-05-2026	31-05-2026	1,99,800	1	10.8	1,798
01-06-2026	30-06-2026	2,02,500	1	10.8	1,823
01-07-2026	31-07-2026	2,05,200	1	10.8	1,847
01-08-2026	31-08-2026	2,07,900	1	10.8	1,871
01-09-2026	30-09-2026	2,10,600	1	10.8	1,895
Total			78		74,872

Total Maintenance Amount		2,10,600
Interest Amount		74,872
Total		2,85,472



11. As a result of the above discussion, the present complaint is allowed and the respondents are directed to pay a sum of Rs.2,85,472/- within a period of 3 months from the date of issue of this order and shall be recovered as Land Revenue as provided u/s. 40(1) of the RERD Act, 2016 read with Rule 24 of the Punjab State Real Estate (Regulation and Development) Rules, 2017. Accordingly, the Secretary of the Authority is instructed to issue the requisite Debt Recovery Certificate and send it after 90 days as per Rule 17 of the Punjab Real Estate (Regulation & Development) Rules, 2016 to the relevant Competent Authorities under the Punjab Land Revenue Act, 1887 for due collection and enforcement in accordance with law.

12. Further, the total maintenance amount till 30.09.2026 is determined at Rs.2,10,600/- and interest of Rs.74,872/- the rate of interest has been applied @ 10.80% (i.e. 8.80% SBI's Highest MCLR Rate applicable as on 06.10.2026 + 2%) as per Rule 16 of the Punjab State Real Estate (Regulation & Development) Rules, 2017. Hence, the promoter is liable to pay a total amount of Rs.2,85,472/- upto 30.09.2026, and any amount due as interest w.e.f. 01.10.2026 of Rs.1895/- per month till the realization of payment. Any amount paid by the respondents will be considered first as payment against the interest whatever is due. After payment of whole of interest only then the payment will be considered against principal and accordingly the principal will be reduced and interest will be charged on the balance principal amount till the principal amount is fully paid. Even any payment after reduction in principal amount if any will be first considered towards interest payment, if any becomes due on the unpaid principal amount. This amount of Rs.2,10,600/- will change according to the principal amount due at the start of the month as per the method narrated herein above in the supra para no. 10. The maintenance charges if not paid will keep on adding in the principal amount and interest @10.80% will be charged accordingly on the said principal amount. Any amount paid upto Rs.74,872/- as on date will first be adjusted towards interest.

13. The amount of Rs.2,85,472/- upto 30.09.2026, as determined vide this order u/s 31 of the Real Estate (Regulation & Development) Act, 2016; has become payable by the respondents to the complainant and the



respondents are directed to make the payment within 90 days from the date of receipt of this order as per Section 19 of the Real Estate (Regulation & Development) Act, 2016. The amount of Rs.2,10,600/- upto 30.09.2026 and further a sum of Rs.1895/- to be payable as interest per month from 01.10.2026 is held "Land Revenue" under the provisions of Section 40(1) of the RERD Act, 2016. The said amounts are to be collected as Land Revenue by the Competent Authorities as provided/authorised in the Punjab Land Revenue Act, 1887 read with section 40(1) of the Real Estate (Regulation and Development) Act, 2016. The proceedings u/s. 40(1) of the RERD Act, 2016 for issue of recovery certificate are additional and a parallel legal remedy to recover the dues determined under this order to be collected by the prescribed authority under Punjab Land Revenue Act, 1874.

14. The Secretary of this Authority is hereby directed to issue a "Debt Recovery Certificate" and send the same to the Competent Authority/jurisdictional Authority as mentioned in the Punjab Land Revenue Act, 1887 after 90 days of the issuance of this order to be recovered as arrears of "Land Revenue". The complainant & the respondents are directed to inform the Secretary of this Authority regarding any payment received or paid respectively so as to take the same into account before sending "Recovery Certificate" to the Competent Authority for recovery. **Further, M/s Fortune Multitech Pvt. Ltd. is held to be Decree Holder and the Respondents i.e. Sh. Rajat Kumar and Sh. Rohtash Singh as judgment debtor(s) for the purposes of recovery under this order.** The promoter may provide the various sources of income to the Secretary of this Authority, if available desired so for assisting in early recovery to be sent to the prescribed Authority. It may give such information to the prescribed Authority under Punjab Land Revenue Act, 1874 after issuance of Recovery Certificate, if deemed fit.

15. No other relief is granted to any party of this case.

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

Chandigarh
Dated: 06.10.2026



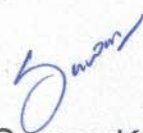

(Rakesh Kumar Goyal)
Chairman
RERA, Punjab.

Endst. No. PA/CP/2026/ 1485Dated: 8/10/26

A copy of the above order is sent to the followings for further necessary action:-

1. M/s Fortune Multitech Pvt. Ltd., SCO No. 404, Sector 20, Panchkula, Haryana.
2. Sh. Rajat Kumar, R/o Apartment No. 1002, Tower No. I, Victoria Heights, Peer Mucchalla, Tehsil Derabassi, SAS Nagar, Punjab-160104.
3. Sh. Rohtash Singh, R/o Apartment No. 1002, Tower No. I, Victoria Heights, Peer Mucchalla, Tehsil Derabassi, SAS Nagar, Punjab-160104.
4. Director (Legal), RERA, Punjab.
5. Secretary, RERA, Punjab
6. The Master File.
7. The Record File.




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