

**HARYANA REAL ESTATE REGULATORY AUTHORITY,
PANCHKULA.**

Complaint No. RERA-PKL 1232 of 2018

Jagjit Singh Sangwan and another.

...Complainants.

Versus

M/s. Amarnath Aggarwal Investments Pvt. Ltd.
and another.

...Respondents.

Date of hearing:- 29.01.2019 (1st Hearing)

Coram:- Shri Rajan Gupta, Chairman.
Shri Anil Kumar Panwar, Member.
Shri Dilbag Singh Sihag, Member.

Appearance:- Shri Sharad Choudhary, Advocate for complainant.
Shri Avneet Taneja, Advocate for Respondent No. 1
& Shri Sumit on behalf of N.K. Mehta, Respondent No. 2.

ORDER:-

Learned counsel for the complainants presented his case and stated that the complainants had purchased the Pent House No. 502 located at 5th and 6th Floor with covered area of 3048 Sq. fts. and super area of 3548 Sq. fts. in the project "Panchkula Apartments" Sector-2, Panchkula promoted by the Respondent No. 2. After payment of due instalments, initially the apartment was purchased by co-complainant Capt. Lila Singh Aulakh. The Builder Buyer's agreement was executed on 26.12.2006. After final payment of



instalments, physical possession was delivered to the co-complainant of the said apartment on 20.10.2009. A conveyance deed was also got executed in favour of co-complainant on 04.06.2018.

2. The main complainant Shri Jagjit Singh Sangwan purchased the said Pent House from the co-complainant Capt. Lila Singh Aulakh on 06.06.2018. Respondent No. 1 issued a No Dues Certificate stating that the said apartment is free from all encumbrances charges, lien etc.

3. The grouse of the main complainant Shri Jagjit Singh Sangwan is that one Pawan Kumar has approached him with certain demand notices asking for an amount of Rs. 4,42,112/- as outstanding amount against the said pent house No. 502. The demand notice was received on behalf of Amaravati Flats Residents Welfare Association (Respondent No. 2). The amount's supposedly on account of the unpaid maintenance charges which apparently have not been paid by the co-complainant. The main complainant states that clandestinely these demands are being raised at the behest of the Respondent No. 1. Respondent No. 1 could not have issued the NDC in case any amount was payable against the apartment.

4. Learned counsel for the Respondent No. 2 stated that they are Residents Welfare Association and the amount being demanded is only towards maintenance charges of the colony . Every allottee of the Apartment Complex is supposed to pay the maintenance charges for the colony. Further, being the Resident Welfare Association, they do not fall within the jurisdiction of the




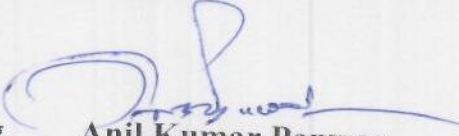
Authority. Accordingly, this complaint is baseless and frivolous and deserves to be dismissed.

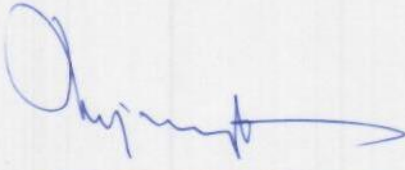
5. After consideration of the matter, the Authority observes that possession of the apartment was handed over by the Respondent No. 1 in the year 2009. Its conveyance deed has also been executed. The maintenance of the colony has been handed over to the Residents Welfare Association, which effectively discharges the developers of their obligation under RERA Act. Here the dispute is between the subsequent buyer of the apartment and the Residents Welfare Association. This kind of dispute does not fall within the jurisdiction of the Authority.

6. With regard to the allegations against the Respondent No. 1, apart from the verbal statement nothing concrete was produce before the Authority to show that the Respondent No. 1 has any hand or interest behind issuance of notice to the complainants by Respondent No. 2.

7. Keeping in view the aforesaid, this complaint is **dismissed** as not maintainable before this Authority. Orders be uploaded on the website of the Authority and file be consigned to the record room.


Dilbag Singh Sihag
Member


Anil Kumar Panwar
Member


Rajan Gupta
Chairman