



Real Estate Regulatory Authority, Punjab

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

Before the Real Estate Regulatory Authority, Punjab

1. **Complaint No.** : GC No. 0325/2022
2. **Name & Address of the complainant (s)/ Allottee** : Sky City Residents Welfare Society through its President Capt. P.N. Sharma, 3226, Sector 21D, Chandigarh.
3. **Name & Address of the respondent (s)/ Promoter** :
 1. Sanju Kumar Builders & Promoters
Near Harijan Dharamshala, Lalru, Tehsil Derabassi, SAS Nagar-140501.
 2. Vaneet Infrastructures & Developers Pvt. Ltd.
SCO 1, 2 & 4, Village Madanpur, Sector 29, Panchkula, Haryana.
 3. Vaneet Infra
City Court, Zirakpur Shimla Highway, Zirakpur, SAS Nagar-140603.
4. **Date of filing of complaint** : 20.06.2022
5. **Name of the Project** : Sky City
6. **RERA Registration No.** : PBRERA-SAS79-PR0459
7. **Name of Counsel / Representative for the complainant, if any.** : Capt P.N. Sharma, Authorized Representative of Complainant Society
8. **Name of Counsel for the respondent, if any.** : Sh. Ravinder Pal Singh, Advocate for respondent no. 1.
Sh. Ashutosh Gupta, Advocate and Sh. Mahir Sood, Advocate for respondent nos. 2 and 3.
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** : 09.07.2025

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

The instant complaint has been preferred by Sky City Residents Welfare Society, which is a registered body under the Societies Registration Act, 1860 through its President Capt. P.N. Sharma, who is authorized by resolution of the society dated 05.12.2021, to file case and represent the complaint before this Authority (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'). The present complaint has been filed in relation to the project 'Sky City'. It is noteworthy that the present complaint was initially heard by the single Bench of this Authority, which was subsequently referred to the Full Authority for its adjudication.

2. The complainant submitted that the present complaint arises due to willful negligence, foul play, deficiency in service & fraudulent acts by promoter / respondent which are being experienced/ faced by the Society' members. The complainant stated that the respondent Nos. 2 & 3 i.e. Vaneet Infrastructures & Developers Pvt. Ltd. and M/s Vaneet Infra, being part of the same company either party or wholly, worked together with the Respondent No. 1 / Promoter i.e. Sanju Kumar Builders & Promoters in the project in question to whom the payments were made. The complainant further submitted that the respondent nos. 2 and 3 have also sold plots directly to the allottees under General Power of Attorney (GPA), as evidenced in Annexure 9 of the complaint. The complainant has adduced documents i.e. brochures/prospectus, payments, receipt, etc. indicating their key role towards developing of the project. They have collected Rs.25,000/- plus GST for Club and Rs.10,000/- IFMS (Interest Free Maintenance Security), as advance deposit from allottees. The respondent no. 2 has not refunded the deposited IFMS to the allottees, despite assurances. The respondent nos. 2 and 3 are to be considered as promoter within the meaning of Section 2(zk) of the RERD Act, 2016, and in accordance with the Circular of this Authority dated 04.06.2021, in view of their roles and active involvement in advertising, sale and construction of the project. The complainant further submitted that they illegally commenced construction of Club on allotted Green Park area which is in violation of Sanctioned Layout Plan under section 14 of the RERD Act, 2016. The complainant further submitted that the promoter / respondent have failed to pay dues to Municipal Council, Derabassi towards taxes / EDC and waters charges,

which is violative of Section 11(4)(g) of the RERD Act, 2016 due to which the concerned municipality is not passing the building plans (plot Nakshaas) of allottees.

3. Another grouse of the complainant is that the respondents in contravention of the sanctioned layout plan have illegally built a septic tank in Green park area adjacent to Plot No. 33 instead of installing the STP, whose untreated water is being released into forest and they have not provided tube-well thereby violating the provisions of Section 14(1) to (3) of the RERD Act, 2016. The complainant further alleges that the promoters have not provided 3 Green Parks and rain-water harvesting. The park opposite to Plot No. 53 is not of area 1062 sq. yards and total green park area is not 1800 sq. yards as required as per sanctioned layout plan. The boundary wall / fencing are not completed in the project. Some allottees are facing lack of facilities like absence of water & sewage pipelines, electricity pole and live HT naked wires in the colony. The complainant further submitted that respondent nos. 2 and 3 acted in a fraudulent and unfair manner by mentioning "approved by RERA & Local Government Punjab authorities" on brochures of Sky City project to mislead public thereby contravening the provisions of Section 7 of the RERD Act, 2016. Further, the complainant has stated that Mr. Vaneet Garg of respondent no. 3 demanded bribe for Nakshaa passing and a complaint against him was filed with Vigilance Bureau, Punjab on 19.05.2025. Having being aggrieved, the complainant sought the following reliefs:-

- (i) To direct the promoter / respondents to make the payment of outstanding dues to Municipal Council regularly as envisaged under Section 11(4)(g) of the RERD Act, 2016;
- (ii) To direct the promoter / respondents to provide the proper STP and Tube-well strictly in accordance with the sanctioned layout plan and GB meetings;
- (iii) To direct the promoter / respondents to refund IFMS amount paid by the allottees at the time of purchase of plot(s);

- (iv) To direct the respondents to provide 3 Green parks demarcated for the colony as per sanctioned layout plan or to adequately compensate to satisfaction of RWA u/s 14 & 18 of the RERD Act, 2016;
- (v) To direct the respondents to complete the boundary wall / fencing of the colony / project;
- (vi) To direct the respondents to correct size & location of plots and to provide all facilities & amenities as mentioned in sanctioned layout plan.
- (vii) To direct the respondents to resolve the problems of allottees with regard to incorrect plot-size, absent pipelines, electricity poles & removal of live H.T. lines;
- (viii) To direct the respondents to repair defective internal roads, flats and raise ground level of Green Park area & vacant plots to prevent water logging, as required u/s 14(3) of the RERD Act and further to provide rainwater drainage & harvesting;
- (ix) To direct the respondent nos. 2 and 3 to have the clubhouse building inspected / certified by approved building inspect for proper quality before any further construction of the same.

Reply filed by respondent no .1

4. In response to notice, the learned counsel for the respondent no. 1—promoter filed its reply dated 15.03.2023. The learned counsel for the respondent no. 1—promoter contended with regard to incomplete clubhouse; refund of club charges / IFMS charges, etc. that the respondent nos. 2 and 3 are responsible for the same as they have sold maximum plots to the allottees of the RWA and it is respondent no. 2 and 3 who have collected those amounts as Club charges, IFMS and maintenance charges from the allottee at the time of sale of the plots, therefore, respondent nos. 2 and 3 are responsible for providing the said maintenance and club services. The respondent no. 1 has not committed to built the club house, despite that it has paid an amount of Rs.16,00,000/- to respondent no. 2 & 3 for the welfare of the residents. It is further contended that the respondent no. 1 had entered into a Joint Development Agreement (JDA) with the respondent nos. 2 and 3 on 16.10.2018 by virtue of which all rights pertaining to selling and marketing of the projects were transferred to the respondent no. 2 and 3, who had further sold maximum of the plots to the allottees including the members of the RWA post execution of the JDA. The respondent no. 1 further

averred that the respondent no. 1 has never committed to provide all such facilities as depicted in the brochure to any such allottees and as such, no such liability can be fastened upon the respondent no. 1. It has been asserted by the respondent no. 1 that the respondent nos. 2 and 3 are liable for lack of facilities and amenities, if any, in the project and not the respondent no. 1 in view of the term of the above said JDA. In this regard, respondent no. 1 drew attention to Clause 4.8(a) of the aforesaid JDA, which states that "*Second party shall provide additional facilities like Gym, other sports and cultural activities and shall be maintained by the second party*". It has been further submitted that the only responsibility casted upon the respondent no. 1 under the JDA was to get the layout plan approve / passed from the concerned authorities, which have already been done and regularization fees for the colony has already been paying to the Municipal Council on regular basis.

5. It has been further submitted in response to the allegation of non-payment of MC dues by the respondent no. 1 that the respondent no. 1 has been regularly paying the installments of the dues and till date nothing is due against the respondent no. 1. Receipts evidencing such payments have also been placed on record. In response to the allegation regarding non-passing of Naksha / maps of individual houses, the respondent no. 1 has asserted that the same is not halting due to the non-payment of MC dues and according to respondent no. 1, it may be for other reasons like non-compliance of building byelaws by the allottee or covering more area than the permissible area of a particular plot. The RWA however has not placed on record any documentary evidence which reveal that the maps / Naksha are not being passed on account of non-depositing the MC dues. It has been further contended in respect of the objections of the RWA for not providing STP, Tubewell, street lights, boundary wall, maintenance of green area, etc., the submissions of which are as follows:-

- **STP/Septic Tank:** A septic tank is being provided in the project and is fully functioning, which has been admitted by the RWA in its minutes of meeting dated 13.12.2020. As far as its connectivity with MC sewer line is concerned, the Municipal Council has already reached approx. 150-200 meter from the

Sky City residential complex and as soon as it will reach / pass near the complex, outlet of septic tank will be connected with the same.

- **Tubewell:** Water connections have been provided to the residents of the complex from the main water line coming from the MC and there is no need to provide the tubewell as there is no shortage of water in the complex.
- **Boundary Wall:** Boundary wall wherever was required has already been constructed by the respondent no. 1. Rest of the area is covered by barbed wires. Thus, the security of the complex as well as residents is assured.
- **Green Area:** Green area and parks are properly maintained by the respondent no. 1. Photographs has also been placed on record showing boundary wall, main entrance gate, plantation in the colony, electricity poles, paver blocks on internal roads of the complex.
- **Street lights:** Street lights are being provided in the complex.
- **Roads/Street paver blocks:** Internal road of the complex are being properly made and paver block has also been installed for smooth movement of vehicles and individuals in the complex.

Reply filed by respondent nos. 2 and 3

6. The respondent nos. 2 and 3 has also filed its reply dated 14.06.2024. It has been admitted in the reply that the respondent nos. 2 and 3 entered into a Joint Development Agreement dated 16.10.2018 with the respondent no. 1 *inter alia* for the purpose of selling and marketing of the project concerned. It has been submitted in the reply that a meeting was held on 10.03.2024 with RWA, wherein various issues / grievances of the RWA were discussed and unanimously the said responsibilities concerning the RWA were decided between the respondents and the complainant. It has been stated in the reply that the respondent no. 2 has issued brochure and prospectus with a club house. As per the original layout plan, there was no club included during the sale conducted by respondent no. 1. Rather, at the concerned area, there was a green park. It is admitted in the reply that the respondent no. 2 has taken an amount of Rs.10,000/- as IFMS and Rs.25,000/- plus GST for club house from each allottee. The work of club house was duly initiated and the construction began. However, owing to various objections and hindrance caused by the complainant themselves, the said construction of the club house was subsequently stopped. It has further been submitted that pursuant to the Minutes of Meeting dated 10.03.2024, it has been

agreed that the existing structure of the club house shall be completed and a freshly prepared club house would be handed over to the complainant (RWA) by the respondent no. 2. It was further submitted in the reply that the said construction of the club house is ongoing and is likely to be completed approximately within next 4-6 months. It has been further stated in the reply that it has also been agreed in the said meeting that the respondent no. 2 shall transfer the IFMS account in the bank account of complainant after the respondent no. 2 receives a NOC from all allottees to whom respondent no. 2 has sold the plots. In compliance of the same, certain allottees have submitted the NOCs and consequently, the respondent no. 2 has also issued cheques in favour of the RWA (complainant), copies thereof has been attached with the reply.

7. In the reply, it has been further pleaded as regards non-payment of MC dues that the respondent no. 2 and 3 are not liable for the payment of the said dues as the same was the duty of respondent no. 1 and as per Minutes of Meeting dated 10.03.2024, the said dues shall be cleared by respondent no. 1. Similarly, regarding issue pertaining to non-availability of STP, the same is also the liability of respondent no. 1. However, as per the Minutes of Meeting dated 10.03.2024, it has been agreed that the respondent no. 1 shall take care of the same. Thus, no liability can be fastened upon the respondent nos. 2 and 3 with respect to above concerns.

8. It has been further submitted in the reply that it has been unanimously agreed between the parties in the above said meeting that two green parks shall be provided by the respondent no. 1, whereas, half area of the third park, shall be used for the club house. It has also been agreed in the above said meeting that the respondent no. 2 shall construct the said dome over the temple after Captain Keval Krishnan (RWA member) shall provide the planning and drawings from Structure Engineer to respondent no. 2. It has further been asserted that all the issues pertaining to boundary wall, absence of water and sewerage pipelines, electricity poles, water logging, etc. are not the responsibility / liability of the

respondent nos. 2 to 3, but these obligations rest with the respondent no. 1, which shall be addressed to / taken care by it as per the above said meeting.

9. The learned counsel for the complainant submitted rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint. The complainant categorically denies the averments made in the reply of the respondents and stated that the respondents have failed to discharge their legal obligations. The complainant further clarified in its rejoinder that the RWA meeting held on 10.03.2024 was convened solely to discuss the pending issues between the RWA/Members of the Society and the respondents. It was not a binding meeting, as falsely alleged by the respondents no. 2 and 3 in its written reply. The complainant further refuted the version of the minute of meetings submitted by the respondents no. 2 and 3 along with written reply and contended that the said respondents filed their version of Minutes of Meeting along with written reply, the contents of which is false, concocted and fabricated. The complainant submitted that the respondents herein are responsible for providing of facilities and amenities, etc. to the complainant as per the commitment in the brochures/ advertisement and JDA executed between the respondents. Such facilities are also to be provided which were assured in the RWA meeting. The complainant further controverted that the respondent no. 1 had deliberately and willfully not disclosed the factum of a Joint Development Agreement (JDA) from the allottees at the time of execution of the sale and purchase of plots, thereby putting them in the dark about the contents of the same.

10. That representatives for parties addressed arguments on the basis of their submissions made in their respective pleadings as summarised above. Sh. P.N. Sharma, President, RWA stated during the course of hearing on 09.07.2025 that only following grounds are being pressed:-

- (i) MC taxes
- (ii) STP
- (iii) IFMS

- (iv) Three greens parks
- (v) Boundary Wall
- (vi) Plot sizes
- (vii) HT Lines
- (viii) Rainwater drainage

11. We have duly considered the arguments of both the counsels of the parties, also gone through the documents available on record as well as considered the written & oral submissions of the parties. As per records, it was an unauthorized colony which has been regularized under the policy of 2018. The promoter has paid the various charges to the MC for external development. The allottees have taken possession before completion certificate. The complainant raised the issue of several facilities and amenities promised under the sanctioned layout plan that have not been provided to the allottees. In the course of present proceedings, status report by way of affidavits was also filed by the complainant as well as respondent no. 1 outlining the extent of services provided and which are still to be provided, as directed vide order dated 12.01.2024. Vide order dated 14.06.2024 in the present case, Director (TP), RERA, Punjab was directed to inspect the site in question. Pursuant to the directions, Director (TP), RERA Punjab has since submitted her report, the relevant contents of which are reproduced below:-

“1. The complaint submits that the respondent illegally commence construction of Club on allotted Green Park area in violation of Sanctioned Plan.

In this regard, it apprised that in the Sanctioned Layout Plan of the said colony (Chain No. 103), 3 nos. parks are proposed in it. Out of which, on the Park No.2 marked on the copy of Layout Plan (Annexure-1), measuring area approximately 205 sqyds. construction of some building is under progress (Annexure-2). The residence of the colony informed that this building is being constructed for establishing Club House on it, which is not part of the Sanctioned Layout Plan. The further informed that the Promoter is misleading the residence and the perspective buyers by showing another Layout Plan (Annexure-3), wherein, this Park Site is shown as Club House. They further intimated that this Layout Plan is not got sanctioned from any Competent Authority and no consents of the residents / allottees / plot owners have ever been obtained for changing this Park Site to Club House.”

12. Further, during the hearing i.e. on 05.02.2025, this Court deliberated upon three issues, as reflected in the order passed on 05.02.2025. The relevant excerpt of the order is reproduced hereinafter as follows:-

"..... Three issues were discussed in detail. Firstly, respondent had promised STP to be installed at the earliest, but could not be made functional so far although a septic tank has been temporarily built in one of the parks. It has been promised that STP will be operational within three months i.e. in all circumstances by 15th May, 2025. Secondly, borewell has already been installed, but due to lack of electricity connection it will be operative after electricity connection is released by the PSPCL after getting no objection from Municipal Committee. Thirdly, the RWA (Resident Welfare Association) has accepted that whatever kind of Dome is built at the top of temple by respondent no. 2 and 3 will be acceptable to all the residents and being the President of RWA Capt. P.N. Sharma has given an undertaking that it will be acceptable to all the residents. The RWA will also make efforts to get the NOC from the Municipal Committee and as soon as the no objection is obtained, the promoter will apply within five working days for release of electricity connection to the PSPCL. Both the promoter and RWA will follow up for early release of the electricity connection by the PSPCL. However, all the expenses relating to the security deposit and installation of electricity connection will be borne by respondent no. 1, who has consented for the same during the hearing."

13. Pursuant to the above order, the promise of the promoter / respondent no. 1 regarding installation of STP at the project site is to be maintained as per layout plan. However, the respondent no.1/ promoter has failed to fulfill its commitment to install the STP in time. We have considered the submissions of the parties with respect to the issue of STP. We hereby direct the respondent / promoter to install the STP at the designated place as per sanctioned layout plan. No deviation can be authorized by the mutual consent of parties in dispute. Any alteration has to be with prior permission of the Competent Authority which has sanctioned the layout plan of the project. The promoter is directed to carry out the necessary facilities, construction and development directly according to the sanctioned layout plan. Any deviation should be duly got approved prior to carrying out any activities in

contravention of the sanctioned layout plan. Further, the parties are directed to approach the Competent Authority in case of any violation relating to any approvals / permissions granted by the said authority for its proper implementation as per their rules and regulations. Therefore, if there is any deviation in the installation, location, capacities, size, maintenance of the STP, it should be duly communicated to the Competent Authority i.e. PPCB for issuing necessary directions to the promoter and taking necessary action for any violation in this regard.

14. The complainant further placed strong reliance on the alleged violation of Section 14 of the RERD Act, 2016, contending that the respondents have constructed a club house in the area which is meant for Green Park area as per the sanctioned layout plan. This conversion of earmarked Green Park to Club House was also admitted by the respondents in their replies. Such modification was carried out in blatant contravention of Section 14 of the RERD Act, 2016.

Section 14 of the RERD Act, 2016 provides as follows:-

"4. Adherence to sanctioned plans and project specifications by the promoter-(1) *The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.*

(2) *Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make--*

(i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly

recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

Explanation.-- For the purpose of this clause, "minor additions or alterations" excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

(ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

Explanation.-- For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.

(3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act."

15. The Club house is not earmarked in the sanctioned layout plan, therefore, this relief for providing of clubhouse cannot be granted to the complainant. The colluding of RWA/allottees and promoters cannot be allowed to violate the sanctioned layout plan. This ground of relief is rejected being *void ab initio*. However, the parties are directed to restrain from any violation of sanctioned layout plan without prior approval of the Competent Authority and before getting changes in the sanctioned layout plan. The Authority does not approve any

construction in violation of sanctioned layout plan. Any mutual convenience for any violation does not make either party for any monetary compensation.

16. Addressing the contention of the complainant regarding collecting of IFMS, it is apposite to state at this juncture that IFMS has been collected for an amount of Rs.1.20 Crores from 120 allottees only, while there are more than 200 allottees in the project. It will be unfair to spend of Rs.1.20 crore on the maintenance and development of the project by the promoter / residents welfare association without taking the contributions from the other 80 allottees who have not paid IFMS. Therefore, in the facts and circumstances, the respondent / promoter submitted that he may be allowed to repay back IFMS to the respective allottees after deducting any amount due from the said allottees, if any so as to avoid further litigation on account of IFMS. The respondent / promoter stated that the RWA and its representative can recollect the IFMS from its members. Therefore, in the facts and circumstances, the respondents no. 2 and 3 are directed to refund the IFMS to the allottees from whosoever it was calculated after deducting any pending arrears, if any from the said allottees only.


17. The complainant requested to consider the respondents no. 2 and 3 as promoters under Section 2(zk) of the RERD Act, 2016 and in view of Circular of this Authority dated 04.06.2021. It was agreed by the respondents that they had entered into an agreement "Joint Development Agreement" that was executed between them on 16.10.2018. The Authority does not determine the promoter *inter-se* dispute as all of them are liable to the allottees jointly and severally. The complainant is free to claim the relief, compensation, maintenance from all or any of the respondents. All the three respondents are jointly and severally liable for all the issues relating to the project.



18. Insofar as non-payment of outstanding dues to Municipal Council is concerned, we have considered the oral and written submissions, arguments, etc. and it is hereby ordered to the respondent to deposit any arrears of MC taxes

payable by the promoter to be paid within 3 months of the receiving of this order. It is further held that the complainant can approach the concerned Municipality / Competent Authority for his grievance, if the pending dues are not being deposited by the respondents.

19. We have also duly considered the submissions of the parties with respect to development of three green parks. We hereby direct the promoter to earmark the boundary of all the three Green Parks as per the sanctioned layout plan. Any collusion, mutual consent of the allottees / RWA and /or promoters for alteration of boundary of Green Parks is prohibited and will be considered as violation of the sanctioned layout plan. In case of any violation, the same should be reported to the Competent Authority for taking necessary action to restore the area as per the sanctioned layout plan.

20. The promoter has submitted that the boundary wall was not mentioned in the sanctioned layout plan. However, on the insistence of allottees, it has constructed a strong and proper boundary wall. Therefore, in the facts and circumstances, no further directions are issued. The RWA may carry out necessary modification, if any required.


21. The complainant submitted that the road has become narrow and the plot sizes are not as per the sanctioned layout plan. The promoter stated that the residents / allottees have made ramps outside their houses, thereby narrowing the roads for vehicles and movement. The said ramps / slopes are required to be demolished for making appropriate space for movement of vehicles. Further, it stated that there is no variation in the size of the plot and no residence has ever made any such complaint. In the facts and circumstances, it is ordered that any allottee whosoever has any issue regarding size of plot may file independent complaint u/s 31 of the Real Estate (Regulation and Development) Act, 2016 before this Authority. For smoother plying of vehicles, the RWA may approach the

local Municipal Council or Competent Authority which sanctioned layout plan for removing these ramps / slopes in the locality.

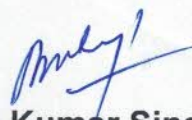
22. The promoter stated that there is no HT line in the project except lower tension electric line permissible in the residential area for supply of electricity to the transformer installed in the colony. These electric lines do not pose any threat to any residents. Further, the promoter stated that these are laid down independently by PSPCL. In case of any such issue, the complainants may approach PSPCL official(s) for necessary action.


23. The promoter is further directed to make rainwater drainage system properly functioning and hand over it to the RWA / Municipal Council, Kharar for failure maintenance and keeping it functional.


24. Once again both the parties are directed to adhere to the sanctioned layout plan and restrain themselves for any variation by any kind of mutual understanding^{ing} collusion, etc. The promoter is directed to handover the maintenance to the RWA (complainant) and is prohibited from collecting maintenance charges after 31.08.2025. However, the promoter has all the right to collect arrears, if any of the maintenance charges or any arrears as per any agreement entered with the allottees. The RWA will assist in getting the undisputed arrears collected for giving it to promoter after taking over the maintenance.

25. In view of the above discussions, the present complaint is, therefore, **disposed off** accordingly. A copy of this order be supplied to both the parties and file be consigned to record room.

Chandigarh
Dated: 09.07.2025

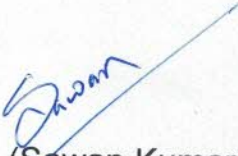

(Binod Kumar Singh)
Member


(Arunvir Vashishta)
Member


(Rakesh Kumar Goyal)
Chairman

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

1. Sanju Kumar Builders & Promoters, Near Harijan Dharamshala, Lalru, Tehsil Derabassi, SAS Nagar-140501.
2. Vaneet Infrastructures & Developers Pvt. Ltd., SCO 1, 2 & 4, Village Madanpur, Sector 29, Panchkula, Haryana.
3. Vaneet Infra, City Court, Zirakpur Shimla Highway, Zirakpur, SAS Nagar-140603.
4. Sky City Residents Welfare Society through its President Capt. P.N. Sharma, 3226, Sector 21D, Chandigarh.
5. Director (Legal), RERA, Punjab.
6. The Master File.
7. The Record File.


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