

BEFORE SHRI BINOD KUMAR SINGH, MEMBER
REAL ESTATE REGULATORY AUTHORITY, PUNJAB

Complaint No. GC No. 0164 of 2025

Date of Institution: 08.04.2025

Date of Decision: 10.03.2026

Manpreet Singh, One Rise Society Flat GBL-202, Sector 99, Sahibzada
Ajit Singh Nagar (Mohali), Punjab-140306

...Complainant

Versus

1. Udit Jain, Director of One Group,
2. One Group, Both at SCO 67-68, One City Hub, PR-8, Sector 98, SAS Nagar, Sahibzada Ajit Singh Nagar (Mohali), Punjab-140306.
3. Puma Realtors Pvt. Ltd., No. 5, Dhanraj Chambers, 1st Floor New Delhi- 110074

...Respondents

Present: 1. Shri Manpreet Singh, complainant in person,
2. Sh Parampreet Singh, Advocate for the respondent

ORDER

1. This complaint in Form 'M' under Section 31 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the Act of 2016) read with Rule 36 (1) of the Punjab State Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as the Rules of 2017) was instituted on 08.04.2025 by the complainant in his individual capacity against the respondent seeking following reliefs:

- 1.1 Allocate the standard size car parking to complainant (home buyer) with minimum size of 3 meter x 6 meter in basement parking with proper radius space of 5 meter in front of it for doing 90 degree parking as per norms, below my flat tower i.e. GBL-02-002 (Gardenia Block L) within a radius of 1 (minimum) to 7 (maximum) meters from complaint's flat so that he can utilize it properly without any harassment with his family.

- 1.2 Allocate the two free covered car parking's spaces in basement as per addendum.
- 1.3 Provide the 5% reserved common open parking space for guests and EWS inside the gated society.
- 1.4 Allocate equivalent number of car parking slots to all the flat owners to manage the parking issues.
- 1.5 Produce the original parking slots map that is duly approved by the competent authority at the time of project approval.
- 1.6 Re-number the covered parking slots in the society and provide parking slots to the residents below his/her tower only instead going away to park under some other tower.
2. The complainant submitted the following points in his complaint:
 - 2.1 Rules and Norms about Parking Spaces in the Society that the National Building Code (NBC) of India specifies minimum parking space dimensions: 3m x 6m for individual car spaces and 2.75m x 5m for common car spaces, with scooter/two-wheeler spaces at least 1.25 sq m and bicycle spaces at least 1.00 sq m. I am an owner of Flat GBL-02-002 in One Rise Society, Sector 99, Mohali (Punjab)-140306.
 - 2.2 Builder is violating all the parking rules and norms in my society i.e. One rise Sector 99, hence the society residents are going through a big pain, especially me. Builder is not only violating the guidelines but harassing the residents by providing very small parking spaces for four wheelers, where parking of the car is impossible.
 - 2.3 The current allocated parking size is only 2.2meter X 4.1 meter, it's impossible to park the car in that congested area.
 - 2.4 To park the standard car at 90 degrees, technically a minimum 6-meter radius is required, that is also not provided. Only 3-meter space is

available. Overall, the parking spaces provided are illegal and clearly violating the parking norms and the law.

- 2.5 Builder/Respondents has not equally allocated the parking's to the residents. To some owners he allocated one parking only, to some owners two parking's and to some owners' three parking spaces without justification. Keeping some of the flat owners in special category and providing extra or bigger parking's' slots are also illegal. Parking's slots should be equally allocated based on 2BHK and 3BHK categories only.
- 2.6 Builder has not allocated the parking space below my flat tower. It is also unethical and harassment to me. It's not possible for me to park my car 150 meters away from my flat.
- 2.7 As per addendum signed between the builder and me on 12th Oct 2017, to allocate two car parking's but they have violated that legal agreement as well and didn't provide me two parking's instead they provided only one that is also very small and 150 meters away from my flat.
- 2.8 To execute 2.6 and 2.7 points mentioned above, one execution application No EA/390/2017 in Complaint Case No. CC/78/2016 was also filed by my side in Honorable State Commission Chandigarh against the Puma Realtors Pvt. Ltd and registered on date 25 Oct 2017, for violating the addendum agreement and unethical practices. Honorable State Commission recorded the statement of Sh. Rohit Tanwar, AGM (Legal) of judgment debtors No 1 to 3 wherein it was stated that complainant will be given actual possession of two free car parking but that is also violated and not provided the two free covered car parking's.
- 2.9 Instead of providing the two free covered car parking as per addendum and statements given in the state commission. Judgement debtors didn't appear in the state consumer commission, not even paid the

imposed cost so Execution application disposed of on 27-Nov-2018 without any order. Order Copied below for reference

- 2.10 Builder has also not provided 5% reserved parking common space for four and two wheelers parking for guests and EWS (economically weaker section) inside the gated society.
- 2.11 Builder has allocated parking slots on his own benefit basis and relations. So, residents did not get parking slots below his/her own flat towers.
3. Notice of the complaint was served on the respondents who has filed a detailed reply dated 15.07.2025 in the matter on 17.07.2025.
- 3.1 The Complainant initially entered into a Builder Buyer Agreement (BBA with the Respondent No.3/Puma Realtors Pvt. Ltd. (Puma Realtor) for apartment no. JCA-02-001 in IREO Rise (now known as ONE Rise) which was being developed at Sector 99, SAS Nagar, Mohali, Punjab. Thereafter, on request of the complainant, respondent No.3/Puma Realtors Pvt. Ltd upgraded the apartment allotted to the Complainant from JCA-02-001 to GBL-02-002. The respondent also stated that as per addendum agreement dated 12.10.2017, possession of 2 parking space was also promised to the complainant.
- 3.2 Possession of the above said unit was handed over to the complainant on 16.11.2017 by the Respondent No.3. Possession of the concerned unit, was provided to the Complainant before the Respondent No. 3 / Puma Realtors was admitted into Corporate Insolvency Resolution Process (**CIRP**) by the Ld. National Company Law Tribunal (*NCLT*).
- 3.3 It is submitted that on 17.10.2018, the Ld. NCLT was pleased to initiate IRP in respect of Respondent No. 3/ Puma Realtors in case titled Paramjit Singh Saini & Anr. Vs Puma Realtors Pvt. Ltd. bearing CP (IB) No. 934 of 2018, which was filed under section 7 of the Code. Consequentially, the Ld.

NCLT was also pleased to appoint Mr. Pawan Kumar Garg, as the Interim Resolution Professional (IRP) who was later confirmed as the Resolution Professional on 18.03.2019.

- 3.4 Further, on 23.10.2018, the IRP made public announcement in Form A, in various News Paper as per section 15 of Insolvency and Bankruptcy Code, 2016. In view of the aforesaid public announcement, the complainant herein submitted its claim before the IRP on 31/10/2018 in Form CA as a Financial Creditor in Class, which was duly admitted and as such, the complainant was made a member of the Committee of Creditors (CoC) in respect of the Respondent No.3 / Puma Realtors.
- 3.5 Thereafter, resolution Plan was approved by NCLT vide its order dated 01.06.2021 and One Group Consortium took over the management of the Respondent No. 3/ Puma Realtors. The complainant, in his claim, specifically sought either the allotment of two designated parking spaces as allegedly promised under the BBA or in the alternative, sought compensation to the tune of Rs.1,50,000/- towards the same. In addition, the Complainant also sought payment towards compensation to the tune of Rs. 1,27,661/-, thus claiming a total amount of Rs. 2,77,661/-.
- 3.6 Therefore, after the approval of Resolution Plan, One Group Consortium took over the management of Respondent No. 3 / Puma Realtors and paid Rs.2,77,661/- to the complainant during the implementation of the Resolution Plan vide cheque dated 21.11.2023. A copy of Acknowledgment signed by the complainant is annexed herein and marked as Annexure R-4.
- 3.7 Respondent further submitted that the complainant was granted physical possession of the allotted unit by the erstwhile management of Respondent No. 3 / Puma Realtors on 16.11.2017, i.e. much prior to the initiation of the CIRP. It is pertinent to note that both the Occupation Certificate and Completion Certificate in respect of the project have already been issued by the competent authority in accordance with applicable

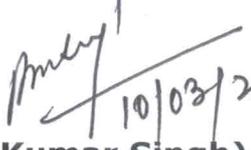
laws and building bye-laws.

- 3.8 As per the sanctioned plan and the bye-laws, no separate or specific parking space is required to be allocated either for visitors or for EWS units and, therefore, the grievance of the complainant in relation to the alleged non-allotment or demarcation of parking space is wholly misconceived and untenable in law. The complainant, having accepted possession of the unit without any recorded protest or reservation regarding parking, cannot now raise a grievance after the lapse of several years.
- 3.9 Respondent respectfully submitted that the parking slots were allotted by the erstwhile management of Puma Realtors at the time of unit allotment, based either on applications received or mutual understanding with the respective allottees. At the time 'One Group' Consortium took over the company, the subject project stood substantially completed, with only minor finishing works in some units pending.
- 3.10 Moreover, in terms of Section 32A of the Code, the Corporate Debtor as well as the new management are granted an immunity from any liability arising, from offences or actions committed prior to the approval of the Resolution Plan.
- 3.11 Respondent also stated that the National Building Code is a model code containing recommendatory provisions and not have any binding legal effect as clarified vide reference no. 5/6/2025 dated 25.06.2025 (Annexure-R-5).
4. Complainant filed his rejoinder controverting the allegations of the written reply filed by respondents and reiterating the averments of the complaint.
5. The undersigned heard arguments of both the parties on 19.02.2026. On the basis of their submission made in their pleadings as summarised above. I have duly considered the documents filed and written & oral submissions of the complainant.

5.1 The Complainant has allotted flat no. GBL-02-002 at Sector 99, SAS Nagar, Mohali by Respondent No.3/Puma Realtors Pvt. Ltd. On request of complainant, the respondent no.3 had upgraded the apartment allotted to the Complainant from JCA- 02-001 (allotted on 10.08.2011) to GBL-02-002. The respondent agreed that as per addendum agreement dated 12.10.2017, possession of 2 parking space was also promised to the complainant. Possession of the above said unit was handed over to the complainant on 16.11.2017 by the Respondent No.3. The complainant, in his claim before NCLT, specifically sought either the allotment of two designated parking spaces or in the alternative, sought compensation to the tune of Rs.1,50,000/- towards the same. In addition, the complainant also sought payment towards compensation to the tune of Rs.1,27,661/- thus claiming a total amount of Rs.2,77,661/-. After the approval of Resolution Plan, One Group Consortium took over the management of Respondent No.3/Puma Realtors and paid Rs.2,77,661/- to the complainant during the implementation of the Resolution Plan vide cheque dated 21.11.2023. Further, both the Occupation Certificate and Completion Certificate in respect of the project have already been issued by the competent authority in accordance with applicable laws and building bye-laws which proves that the builder has adhered to the approved plan. As per the sanctioned plan and the bye-laws, no separate or specific parking space is required to be allocated either for visitors or for EWS units. The Complainant, having accepted possession of the unit on 16.11.2017 without any recorded protest or reservation regarding parking. As per approval for construction letter no. 16667 dated 24.06.2014 issued by Estate Officer, GMADA, SAS Nagar, there are car parking capacity in the upper basement of 613 and car parking capacity on surface is 246 which is similar to the details submitted before RERA for registration of project. There is no provision in the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the

Act) to instruct the Builder to provide 5% reserved common parking space for guest, to allocate equal number of parking to the all the flat owner and to define the size and area of the parking.

- 5.2 In view of above, complaint is hereby disposed of, with liberty to claim compensation from adjudicating authority for any deficiency in the services from the builder/promotor.
6. File be consigned to record room after due compliance.


10/03/28
(Binod Kumar Singh)
Member, RERA, Punjab