

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,  
Bihar**

**RERA/CC/355/2024**

**Shalini Pansari**

**.....Complainant**

**Vs**

**M/s Expression Buildtech Pvt. Ltd.**

**.....Respondent**

**Project: Expression Exotica Block-A**

**Present: For Complainant: Mr. Mahesh Kumar Pansari, Husband**

**For Respondent: Mr. Amit Singh, Advocate**

**12/02/2026**

**ORDER**

Hearing taken up. The husband of the complainant Mr. Mahesh Kumar Pansari appears on behalf of the complainant. Mr. Amit Singh, learned counsel appears on behalf of the respondent.

The complainant's husband submits that till date parking space Nos.25 and 26, as assured to be handed over to the complainant in the agreement for sale, has not been done so. He submits that the respondent is shirking off his shoulders from the responsibility of handing over two parking spaces in proper condition bearing Nos. P25 and P26. The respondent without considering the fact that the place being allotted by him is totally inadequate for parking a four wheeler and has also been given at a place which was earmarked for construction of a generator room. The respondent on one side has failed to build the generator room and on the other side is accommodating the complainant in a totally inadequate and improper place. He further submits that the original parking space mentioned as Parking Space No. 25 and 26 were actually allotted to the complainant in the basement area but the same have not been handed over and the place earmarked for the same has been encroached by the respondent by way of constructing illegal shops in the said area. He also submits that the respondent has failed to provide the basic amenities as assured by him not only in the agreement for sale but also in the development agreement as well as in the brochure circulated by the respondent for inviting booking of flats/ shops in the impugned project.

Learned counsel for the respondent disagrees with the statement made by the complainant regarding non-availability of basic amenities as provided in the agreement for sale and the development agreement. He submits that the respondent is not bound to ensure provision of each and every facility as disclosed in the brochure before the booking took place and he is actually bound only by the agreement for sale.

Perused the record of the case and acknowledged the submissions made by the complainant and the respondent during the hearing held today and also held earlier.

The fact of the case is that the complainant had booked a flat bearing Flat No.A-07-07 on the 7<sup>th</sup> floor in Block A admeasuring Approx.2830 sq.ft. with two back to back parking space in the basement area bearing Nos. P25 and P26 and paid the total consideration amount of Rs.74.75 lakh and an absolute sale deed was executed on 10.11.2022 between the complainant and the respondent. Thereafter the complainant got the possession of the flat from the developer. She has also stated that as per the agreement the said parking spaces have not been allotted to her as yet. The complainant visited the office of the respondent for installation of the parking space but they failed to respond. She has also stated that as per the assurances given by the respondent, some works are remaining to be done which is mentioned in para 4(x) of the complaint petition. A copy of the absolute sale deed has also been annexed as Annexure 1 to the petition. The complainant has also furnished a copy of the brochure taken out by the respondent with respect to the impugned project named Expression Exotica, Block-A. The Occupancy Certificate in favour of the respondent has also been submitted by the complainant outlining therein the parking layout.

After perusal of the record and appreciation of the fact, the main grievance which appears is that the complainant has not been provided a proper parking spaces pertaining to Parking No. P25 and P26 and it appears that the parking space provided in the name of Parking Space No. P25 and P26 are totally inadequate for parking a four wheeler.

It is clear as per the provisions contained in Section 11(4) of the Real Estate (Regulation and Development) Act, 2016 (hereafter referred to as 'the Act') that the promoter shall be responsible for all obligations, responsibilities and functions as per the terms and conditions mentioned in the agreement for sale. Section 11(4) of the Act is quoted hereunder:

“11(4) The promoter shall-

- (a) be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of Section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

- (b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may;

- (c) be responsible to obtain the lease certificate, where the real estate project is developed on a leasehold land, specifying the period of lease, and certifying that all dues and charges in regard to the leasehold land has been paid, and to make the lease certificate available to the association of allottees;
- (d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of allottees;
- (e) enable to formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:

Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project.

- (f) Execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under Section 17 of this Act;
- (g) pay all outgoings until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project);

Provided that where any promoter fails to pay all or any of the outgoings collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person;

- (h) after he executes an agreement for sale for any apartment, plot or building, as the case may be, not mortgage or create a charge on such apartment, plot or building, as the case may be, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the allottee who has taken or agreed to take such apartment, plot or building, as the case may be;”

Section 14(3) of the Act entrusts the responsibility upon the promoter to provide not only the booked unit without any structural defect but the promoter is also obligated to provide and fulfil defect free service as laid in the agreement for sale thereby binding the promoter to fulfil the basic amenities/ services as per the agreement for sale.

Section 14(3) of the Act is quoted hereunder:-

“14(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.”

The above provision makes it explicitly clear that the respondent is responsible for rectifying any defect in workmanship, quality or provision of services and is also responsible for fulfilling other obligations of the promoter as per the agreement for sale relating to such development when it is brought to the notice of the promoter by the allottee within a period of five years from the date of handing over of the possession. It is thus clear that it is obligatory on the part of the respondent to fulfil all responsibilities and obligations as outlined in the agreement for sale including the provision of adequate parking space along with other amenities and services as outlined therein.

Section 7(1)(c) of the Act clearly provides that the Authority may take action on receipt of a complaint for revoking the registration after being satisfied that the promoter is involved in any kind of unfair practice or irregularity. The clause outlined in Section 7(1)(c)- (A) and (B) clearly spells out the meaning of unfair or deceptive practice which includes the following practices:

7(1)(c)(A) the practice of making any statement, whether in writing or by visible representation which.-

- (i) falsely represents that the services are of a particular standard or grade;
- (ii) represents that the promoter has approval or affiliation which such promoter does not have;
- (iii) makes a false or misleading representation concerning the services;

(B) the promoter permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not intended to be offered;

Section 7(3) of the Act provides that the Authority instead of revoking the registration under sub-section (1) may permit it to remain in force, subject to such further terms and conditions as it thinks fit to impose in the interest of

the allottees and any such terms and conditions so imposed shall be binding upon the promoter.

Thus, the submission of the learned counsel for the respondent that he is not bound to act as per the assurances made by him in the brochure is a clear manifestation of unfair practice adopted by the respondent in this regard and thus, it clearly invokes legal/ penal action against the promoter by the Authority as per the power vested in it under Section 7 of the Real Estate (Regulation and Development) Act, 2016.

Though there is a clear provision u/s 7 of the Act for revocation of the registration of the project, but considering the interest of several homebuyers who have spent their hard earned money to purchase their respective flats in the impugned project, it seems proper at this stage to invoke the provision as outlined u/s 7(3) of the Act, thereby instructing the respondent to provide all the basic amenities as outlined in the brochure circulated among all the allottees.

Thus, after giving a cautious, serious and judicious study of the facts and evidences pertaining to the matter in question, this Bench directs the respondent to take the following measures immediately:

- (a) provide adequate parking spaces for parking Nos. P25 and P26 in the impugned project;
- (b) provide all basic amenities as outlined in the agreement for sale;
- (c) provide and ensure all basic/ civic amenities as assured by the promoter to be provided to all the allottees of the impugned project in the brochure published by the respondent to invite booking of the flats in the said project.

The respondent is directed to comply with the above directions within a period of 60 days from the date of the order.

The complainant is at liberty to approach the competent authority for taking legal/ penal action against the respondent for any deviation from the Occupancy Certificate.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these directions and observations, this case is accordingly disposed of.

Sd/-  
(Sanjaya Kumar Singh)  
Inquiry Commissioner,  
RERA, Bihar