

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**RERA/CC/447/2024**

**Amit Kumar**

**.....Complainant**

**Vs**

**M/s Geetanjali Vatika Pvt. Ltd.**

**.....Respondent**

**Project: Geetanjali Vatika Green City**

**Present: For Complainant: In person**

**For Respondent: Mr. Ankit Kumar, Advocate**

**18/03/2026**

**ORDER**

Hearing taken up. The complainant is present in person. Mr. Ankit Kumar, learned counsel for the respondent is also present.

The complainant submits that he had entered into an agreement for sale with the respondent in the year 2015 wherein the respondent had assured to allocate a parking space to the complainant. Even though the sale deed was executed in the month of February, 2019 and parking space was assured to be allocated to the complainant but the fact is that the same has not been allocated till date and that is why, he has filed this complaint.

Learned counsel for the respondent submits that the complainant has come after the expiry of the defect liability period which was only for five years as per the provisions of RERA Act, 2016. Even otherwise, the respondent has provided him all the basic amenities as assured to have been provided in the agreement for sale. He further submits that the complainant has rented out his property and the renter is also parking his vehicle from 2019 onwards in the said premises. He also submits that the respondent has already formed the Association of Allottees in the year 2023. Now, the onus lies on the Association of Allottees, of which the complainant is also a member, to sort out the matter, if any. The respondent is not liable at present for resolution of any defect.

After hearing both the parties, it is clear that the sale deed was executed in the month of February, 2019 and the complainant has rented out his flat and the renter is using the parking space since 2019. The complainant has filed this complaint case in the month of September, 2024 i.e. after a period of more than five years from the date of execution of the sale deed. It is also clear that the respondent has formed the Association of Allottees in the year 2023. Therefore, as per Section 14(3) of the Real Estate (Regulation and Development) Act, 2016 the respondent is not liable for any structural defect or any other obligations of the promoter as per the agreement for sale after five years from the date of handing over of the possession. However, the respondent is requested to mark the parking space of the complainant and get the number of the parking space painted within a period of 60 days from today. The Association of Allottees is requested to provide necessary support to the respondent in complying with the above direction.

With the aforementioned observation, this case is disposed of.

Sd/-

(Sanjaya Kumar Singh)  
Inquiry Commissioner,  
RERA, Bihar