

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/368/2023

Jai Narain Singh **Complainant**

Vs

M/sTechnoculture Building Centre Pvt. Ltd.**Respondent**

Project: Vastu Vihar (Ashopur-04)

Present: **For the Complainant: Mr. Aakash Deep, Advocate**
 For the Respondent: Mr. Hemant Kumar, Advocate

25.03.2026

ORDER

Heard Mr. Aakash Deep, learned counsel appearing on behalf of the complainant and Mr. Hemant Kumar, learned counsel appearing on behalf of the respondent.

2. The complainant has filed this case to allot a car parking space and also to disclose the other Agreements for Sale and Sale Deeds of the year 2012 for comparing the complainant's Conveyance Deed with the Deeds of other allottees and also to grant any other relief(s) which this court may deem fit and proper, in the facts and circumstances of the case.

3. Briefly stated the case of the complainant is that he had booked a 2-BHK Flat/Unit bearing No.B-111 on the 1st floor, admeasuring 800 sq. ft., along with exclusive car parking space in the Apartment, namely, Aditi B (Delux), which is registered with the RERA in the name and style of "Vastu Vihar Ashopur Project -04" at

Jamsaut, Thana No.30, Mauza-Jamsaut, P.S.- Danapur, District-Patna for a total consideration amount of Rs.16,40,000/- for which the respondent had executed an Agreement for Sale dated 11.02.2012 in favour of the complainant. In the aforesaid Agreement for Sale dated 11.02.2012, there is no mention of Flat Number and allotment of Parking Space and further the Promoter has failed to mention about the Flat Number as well as booked car parking space and hence the Promoter has issued an Acknowledgement/Receipt of payment of Rs.30,773/- dated 18.02.2012 made towards the car parking space allotted to Flat/Unit No.B-111 in favour of the complainant. The respondent for the allotment of Car Parking Space has demanded the Rs.1,20,000/- in total, which the complainant was ready to pay. The complainant has already paid total consideration amount against the booked flat to the promoter as per schedule, but has withheld the last payment which was to be made at the time of handing over of the possession of the said flat and further the respondent has raised a demand letter dated 23.12.2021 for the final payment of the due amount of Rs.70,743/-. After receiving the demand letter dated 23.12.2021, the complainant paid the balance amount to the respondent and the respondent has executed an Absolute Sale Deed dated 18.10.2022. The Respondent has maliciously executed the Sale Deed in lieu of the booked flat only, but has deliberately omitted the exclusive car parking space even after receiving the total consideration amount. Despite requests, the respondent has only given false assurance to the complainant but has not allotted the Car Parking Space till date. The Respondent/ Promoter has allotted the Parking Space to the other allottees in the same consideration amount, but

behaving discriminately with the complainant has demanded excess amount of Rs.1,20,000/- in total for the parking space. However, the complainant is ready to pay the said amount to the respondent. The respondent-promoter even after taking payment of parking space did not allot the space and forcefully refund the amount to the complainant which can easily be ascertained by comparing agreement for sale dated 11.02.2012 with sale deed dated 18.10.2022. The aforesaid allotment letter for the parking dated 18.02.2012 is still effective and is a valid document and the parties have not revoked or cancelled the said document till date.

4. The learned counsel for the respondent has appeared and orally opposed, stating that the car parking space is not part of the agreement and possession certificate has also been issued to the complainant and as such, there is no liability on the respondent

5 Learned counsel for the complainant has admitted the fact that the car parking space is not mentioned in the Absolute Sale Deed, rather the respondent has demanded consideration amount for car parking space which was to be constructed as an extra construction to accommodate him.

6. After perusal of Absolute Sale Deed, it appears that it was executed on 18.10.2022, whereas the consideration money for the said Car Parking Space is stated to have been paid much earlier on 18.02.2012, as per Annexure filed by the complainant.

7. There is no doubt that the car parking space is not part of either Agreement for Sale or Sale Deed and as such, the same is not enforceable by this court. Hence, this case is dismissed.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar