



physical possession of the flat which he had purchased but when he was in the process of taking the possession of the flat along with the car parking in Block-9 of Sanchar Nagar, the developer peacefully handed over the flat but denied to provide the possession of the parking stating that the parking will be allotted once all the residents of Block-9 are handed over the flats. The complainant after getting the assurance from the developer waited for some time for the allotment to be started but, in the meantime, he got the news that the people residing in Block-9 have started putting the banner of their own flats and flat numbers are being fixed in the parking area with no information or allotment process. When the complainant enquired this issue with the developer regarding the parking space, he was told that the parking spaces in the said Block-9 were not enough and thus he could not be allotted a parking space and the same could be made available to him outside the Block. The complainant approached the developer several times and requested to provide the parking area for his flat in Block-9 according to the terms and conditions of the Deed, but the approach of the complainant was fruitless. The complainant has e-mailed the issues to the developer, but has not got any reply from the developer regarding the issue.

The complainant after failing and having no option has also informed the matter to the RERA, Patna which is pending for further reply. The parking area which is to be provided by the Developer to the complainant in the same Block in which the complainant has the flat is the essence of the Deed which is accepted by both the developer and the complainant, but the developer is stepping back from the terms and conditions which is totally wrong on the part of the developer. As per the Agreement for Sale and the Sale Deed, the complainant shall have the right of all claims, liberty and privileges and shall also be granted possession of residential Unit/Flat No. 602 on the sixth floor in Block-9 with an exclusive balcony and a reserved parking space in the said block. Despite the clear stipulation in the Agreement for Sale and the Sale Deed, the respondent has failed to allot the complainant the reserved car parking space as per the terms of the contract. The complainant was informed by the respondent that he could only avail a parking space outside the Block, which is contrary to the agreed terms. It

has come to the complainant's notice that certain other flat owners have arbitrarily occupied parking spaces within the premises, attaching their flat numbers to these spaces, whereas the complainant's legitimate claim to a reserved parking space has been unjustly denied.

4. On behalf of the respondents, a preliminary submission/objection has been filed. On the question of maintainability, it has been stated that the complaint case as framed and filed is not maintainable in the eyes of law. The respondent has already executed registered sale deed dated 30.01.2023 in favour of the complainant and handed over the possession with respect to Flat No.602, 6th floor, Block-9, with the parking area as mentioned in said sale deed. Even the letter accepting the possession of flat and parking has been appended to the sale deed, as aforementioned. After execution and registration of the Sale Deed in favour of the Complainant, the relationship between the complainant and the builder (respondent) ceased and no further contractual obligations survive against the builder. Once possession of the unit has been duly handed over and the Sale Deed executed, any subsequent disputes or conflicts arising thereafter fall outside the scope of the Builder's responsibility. The Real Estate (Regulation and Development) Act, 2016 (RERA Act) does not vest jurisdiction upon this Authority to adjudicate matters post execution of Sale Deed, as the builder stands discharged of his obligations under the Act. The jurisdiction of RERA is confined to regulation, development and obligations up to the stage of possession and sale; once the Sale Deed is executed, the matter, if any, lies within the domain of the civil court/other appropriate forum and not fall under the purview of RERA. Therefore, the present complaint is not maintainable in the eyes of law and is liable to be dismissed at the threshold.

5. Heard both sides. Perused the case record. After perusal of the record it appears that as per the Agreement for Sale and Sale deed, the respondent had to give possession of the concerned flat and car parking space in the concerned Block. As per the complainant, the respondent has given possession only of the concerned flat and not of car parking space in the concerned Block whereas as per

the respondent, he has given concerned flat as well as car parking space both. After perusal of the Deed Of Absolute Sale dated 30<sup>th</sup> January, 2023 (Page 17- Last paragraph), it appears that the complainant has inspected the concerned Unit/Flat, parking space and common spaces and he has declared an undertaking and assured that in future he will not make any claim, grievance or demand in respect of the aforesaid Unit/Flat and Car Parking Space etc. If so, the same may not be entertained in any court of Justice. As such, it appears that the respondent has given car parking space and it has been received by the complainant. From the record it also appears that the occupation certificate has also been granted in favour of the complainant and that the document also shows that the complainant has received the car parking space as per the Agreement.

6. So far encroachment made by other person in the car parking space is concerned, it is not the matter of Real Estate Real Authority, rather the complainant may approach the competent authority i.e., Civil or Criminal Court for the same. As such, this case is not maintainable and it is dismissed.

Sd/-

**(Vinod Kumar Tiwari)**  
**Special Presiding Officer,**  
**RERA, Bihar**