

RERA Rules for Parking Allotment

1. Parking types and saleability

- **Open parking:** A common area. Builders cannot sell it; the society allots it after formation.
- **Covered/stilt parking:** Can be sold or allotted only if shown in the sanctioned plan and the agreement.
- **Garage:** An independent, lockable structure that can be sold, with the price stated in the sale deed.

2. Disclosure requirements

- Parking type, slot number, and location must be stated in the agreement for sale.
- The space must be marked on the sanctioned layout plan.
- Verbal promises are not valid; everything must be documented in writing.

3. No separate sale

- Parking cannot be sold as a standalone real estate unit.
- Builders may charge only for the right to use a covered slot, and only if it is in the approved plan and agreement.

4. Pricing and payments

- Charges must be transparent and raised through legal invoices.
- No hidden or extra fees; payment for open parking is not permitted.

5. Size and design standards

- Dimensions must follow the National Building Code and the approved plan.
- Typical sizes are about 13.75 sq. m for a car and 1.25 sq. m for a two-wheeler.

6. Allotment after handover

- The society or RWA manages parking and allots slots fairly, usually based on the number of flats.
- Reallocation or layout changes need committee approval, recorded in meeting minutes.

7. Buyer remedies

- Buyers who are charged for open parking or given parking different from the agreement can file a complaint with the state RERA authority.

8. Parking as part of "garage" and common areas

- Under the Model Agreement for Sale, stilt and open parking are treated as common areas, while only a closed garage is a saleable unit.
- Parking areas cannot be altered or converted to other uses without the approval of the required share of allottees.

9. Changes to approved plans

- Builders cannot change parking layout, number of slots, or location after sanction without written consent of the allottees.
- Minor changes may be allowed, but major alterations need two-thirds consent under Section 14 of RERA.

10. Structural defects

- Any defect in the parking structure reported within five years of possession must be fixed by the builder at no cost (Section 14(3)).

11. Parking for visitors and special needs

- Visitor parking is generally a common area and cannot be sold.
- Many state building bylaws require reserved slots for differently-abled persons, which must be shown in the plan.

12. Handover of parking records

- At the time of handover to the association, the builder must hand over the plans, including the parking layout and allotment details.
- The association should maintain a register of slot numbers, owners, and vehicles.

13. Penalties for violations

- Charging for open parking, selling parking separately, or misrepresenting parking details can lead to penalties and refunds, as decided by the state RERA authority.
- Delay or non-delivery of promised parking can also attract compensation.

14. Dispute resolution

- Complaints can be filed with the state RERA authority, usually online, with the agreement, payment receipts, and plan as evidence.
- Disputes among residents after society formation are handled by the association or the cooperative registrar.