

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mr. Naveen Verma, Chairman**

**Case No. RERA/CC/1650/2020**

**Bibhuti Nath Ojha.....Complainant**  
**Vs.**  
**M/s Vision Land Pvt. Ltd.....Respondent**

**Project: - Vision Galaxy**

**INTERIM ORDER**

**26.08.2022**

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The matter was last heard on 04.08.2022.

**13.09.2022**

The case of the complainant is that he purchased a flat in the project Vision Galaxy and a registered sale deed was executed on 11.03.2016 between the land owner and the complainant. While the project was to be completed by December, 2012 with a grace period of 4months, the complainant has stated that the respondent has not yet completed the project as promised. He alleged that the respondent has not facilitated the formation of an association of allottees and has not provided all the amenities despite several communication have been made to the respondent through email, WhatsApp and registered post.

The complainant has sought the following relief as work is yet to be completed by the respondent i.e., to provide proper electricity in the apartment as required more than 200KLW while the respondent is only providing 64 KLW as on date; to form an association of owners of the housing complex; to provide two generators as per agreement; to provide four lifts as per agreement. As the project is not completed with all

amenities the allottee has filed this case praying to direct the promoter to complete the project with all the amenities and maintenance works as per sale deed.

The complainant has placed on record a copy of the absolute sale deed executed and letters sent to the respondent regarding handing over the amenities and for formation of allottees association.

Perused the records. No reply has been filed by the respondent.

On the last date of hearing the learned counsel for the respondent submitted that the flat was sold by the landowner.

The Bench notes that the complainant failed to appear despite notices were issued to him.

The Authority takes note of the submission of the learned counsel for the respondent and takes note of the definition of 'allottee' as given in Section 2 (d) of the RERA Act, 2016 wherein it is stated that "... includes the person who subsequently acquires the said allotment through sale, transfer or otherwise...". Admittedly the landowner was in a development agreement and had sold this apartment falling in his share to the complainant.

The Authority observes that, notwithstanding the above, the complainant is entitled get all the facilities and amenities of the project which promoter promised to provide as per the agreement or sale deed at par with the allottees who had bought the apartment directly from them. The promoter has to complete all the work of the common areas and provide all the facilities and amenities of the common areas which can be used by all the allottees of the building/apartment as these facilities are the part and parcel of the project and hand over these to the association for maintenance.

The Bench recalls that a supplementary affidavit has been filed by the respondent in other complaint cases for the same project stating therein that the work is in progress in respect of the common amenities and that the M.D. of the respondent company had submitted, during hearing, that he will provide all the amenities by 31/10/2022 in other complaint cases for the same project.

The Authority directs the respondent company to complete all the remaining works in the building and provide all the facilities as mentioned in the prospectus, brochure of the project.

The promoter is directed to allot the parking space with demarcation to respective allottees within 30 days of issuance of this order.

Failure to comply with the directions of the Authority within the time lines as specified above will attract action under Section 63 of the Act.

The Authority observes that the Bihar RERA (General) Regulations have recently been amended according to which the liability of the landowner who has sold the incomplete flat, falling in his share, has to be decided by the Bench.

The Authority, therefore, directs that the landowner, who had sold the flat to the complainant, may be impleaded as a party. The complainant is requested to provide his details so that necessary notices may be issued to him.

Issue notice accordingly. Put up for hearing on 29.9.2022.

**Sd/-**  
**Naveen Verma**  
**(Chairman)**