



REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh,
RERA, Bihar.

RERA/Exe/319/2022
RERA/CC/1344/2020

Mr Awadhesh Kumar Singh

...Complainant

Versus

M/s. Grih Vatika Homes Pvt Ltd

... Respondent

Project: Pushp Vatika

Present: For Complainant: In person
For Respondent: Adv. Mohit Raj

ORDER

19.06.2026

1. Hearing taken up. The Complainant/executant was present in person. Learned Counsel Shri Mohit Raj was present on behalf of the respondent company.
2. The present matter was last heard on 20.03.2026 and the order was reserved and is being pronounced today.
3. The Complainant has filed the present complaint case against the Respondent company inter alia, contending that he had booked Flat No. 301 situated on the 2nd Floor, having area of 1270 sq. ft., which is a 2 BHK apartment, in the project namely "Pushp Vatika", being developed over land bearing Khata No. 71 and Plot No. 511, situated at Mauza Beur, P.S. Beur, District Patna, Bihar, for a total sale consideration of ₹23,00,000/-.
4. It is further averred by the Complainant that the Respondent/Promoter executed an Agreement for Sale dated 29.08.2017, registered vide Deed No. 6647, in his favour upon

receipt of total consideration amount but till date the respondent has not completed the project and has not installed the basic amenities as per the agreement for sale and as per the brochure provided by them in the nascent stage of development.

5. The complainant further contends that, in the order dated 13.06.2022 passed in Complaint Case No. RERA/CC/1344/2020, this Authority had directed the respondent to complete all pending works in accordance with the Agreement for Sale, provide all promised amenities and facilities within one month, hand over possession of the subject flat, and execute the absolute Sale Deed in favour of the complainant. It is alleged that, despite a lapse of nearly four years from the date of the said order, the respondent has failed to comply with the aforesaid directions of this Authority.
6. The complainant further submits that several essential amenities and construction work still remain incomplete, including the installation of the generator, installation and commissioning of the second lift, installation of the electrical panel and completion of electrical works. It is further alleged that unfinished flooring and tiling works, putty application, painting, laying of marble on the roof stairwell, completion of the stair cabin, completion of the parking area, construction of the boundary wall, and the putty finishing and waterproofing of the roof are still pending, thereby clearly indicating non-compliance of the obligations which were bound to be undertaken by the respondent.
7. In the reply dated 30.03.2026, the complainant averred that, notwithstanding the specific directions issued by this Authority, the respondent has failed to comply with the same and that, till date, no substantial work has been undertaken or completed at the project site. In support of the said contention, the complainant has also placed on record a series of photographs purportedly depicting the unfinished and incomplete works at the site,

8. The learned counsel appearing on behalf of the Respondent, in the reply dated 25.03.2026, submitted that the Complainant had already taken possession of the subject flat in the year 2019, prior to the institution of the complaint case as well as the execution proceedings. It was further contended that the allegations made by the Complainant regarding non-provision of amenities, as purportedly promised in the brochure and the Agreement for Sale, are incorrect. According to the Respondent, its contractual obligations were confined to providing a lift, car parking facility, generator, transformer, CCTV system, and bathroom tiles, and all such amenities have been duly provided to the Complainant as per the terms of the Agreement for Sale.
9. The Respondent further submitted that the lift and generator have been duly installed in the project. In support of the said contention, the Respondent has placed on record copies of the purchase receipts pertaining to the lift and generator.
10. Upon consideration of the pleadings and on serious study of the documents available on record, and submissions advanced by the parties, this bench finds that it is an admitted position that the Respondent company was under an obligation to provide all the amenities as mentioned in the Agreement of sale and Brochure and the same has not been fulfilled by the promoter-respondent till date.
11. Upon perusal of the photographs furnished by the Complainant, it is evident that the building of the project is in a dilapidated condition. The photographs prima facie indicate that the Respondent has failed to complete the project in its entirety and in the manner envisaged. Even basic works, such as painting and flooring, remain incomplete, apart from the other deficiencies noted hereinabove. It is further observed that only one lift has been installed till date, whereas the space earmarked for the second lift still remains vacant. In view of the aforesaid material on record, the contention of the Respondent

that all promised amenities have been provided to the Complainant does not appear to be sustainable, particularly when the finishing and ancillary works of the project itself remain incomplete.

12. It is evident from the material on record that the Complainant, along with the other allottees of the project, despite having taken possession of their respective flats, has been unable to enjoy the same in a peaceful, safe, and dignified manner owing to the incomplete state of the project and the deficiencies therein. The present dispute has remained pending since the year 2020, resulting in prolonged hardship and mental agony to the Complainant, notwithstanding the fact that he had fulfilled his contractual obligations long ago. The Respondent, on the other hand, has failed to discharge its corresponding obligations under the Agreement for Sale. Such conduct not only constitutes a breach of the commitments made to the allottees but also undermines the confidence and legitimate expectations reposed by homebuyers in promoters and developers.

13. The Hon'ble Supreme court in several cases has held that right to housing is not confined to the mere allotment of four walls and a roof; it encompasses the right to reside in a habitable dwelling with the basic amenities and infrastructure promised by the promoter. The failure of the Respondent to complete the project and provide the assured facilities has resulted in the allottees being compelled to live in conditions that fall short of the standards of safety, dignity, and habitability reasonably expected from a completed residential project. Article 300A of the Constitution of India mandates that no person shall be deprived of his property except by authority of law. In the present case, once the Complainant has discharged all contractual obligations and has been placed in settled possession, yet depriving them from enjoying the benefits of the promised amenities in their property amounts to violation of Right to property.

14. Furthermore, the said conduct also infringes Article 21 of the Constitution of India, which guarantees the right to life and personal liberty, which has been expansively interpreted to include the right to live with dignity, security, and peaceful enjoyment of one's home.
15. The Bench observes that, despite having been afforded multiple opportunities since the year 2023, the Respondent has consistently failed to comply with the directions issued by this Authority. Even after the lapse of more than three years, the Respondent has not undertaken effective compliance of the same.
16. The bench directs the respondent company to complete the remaining work namely installation of the generator, installation and commissioning of the second lift, installation of the electrical panel and completion of electrical works. Further work such as unfinished flooring and tiling works, putty application, painting, laying of marble on the roof stairwell, completion of the stair cabin, completion of the parking area, construction of the boundary wall, and the putty finishing and waterproofing of the roof within 1 month of passing this order.
17. Accordingly, the cumulative facts and circumstances on record conclusively establish the violation of Section 63 of the Act in respect of the project in question, committed by the respondent, as the respondent/promoter has failed to comply with the directions of the Bench vide order dated 13.06.2022 passed in RERA/CC/1344/2020. The contravention thus stands duly established. Hence, keeping in view the objectives of the Act to regulate and promote the real estate sector in a transparent, fair, and accountable manner, the Authority deems it appropriate to impose a penalty of ₹9,00,000/-, (Nine Lakh rupees only) which is less than 4% of the estimated cost of the project, i.e., ₹2,42,00,000/-, as declared by the respondent in the application for registration of the

project. The said penalty shall be deposited within 60 days from the date of issuance of this order.

18. The Compliance Wing of RERA is directed to ensure that a certificate case under the Bihar and Orissa Public Demands Recovery Act, 1914, is instituted under Section 40(1) of the Real Estate (Regulation and Development) Act, 2016, read with Rule 25 of the Bihar Real Estate (Regulation and Development) Rules, 2017, and Sections 4 and 5 of the Bihar and Orissa Public Demands Recovery Act, 1914, in the event of non-compliance with the aforesaid direction. A copy of this order shall be sent to the Collector, Patna, for recovery of the aforesaid penalty amount of ₹9,00,000/- (Nine Lakh rupees only).
19. The Office is directed to take all necessary measures to ensure the compliance of the aforementioned directions.

With the above observations and directions, this matter is disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar