

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member
Case No. RERA /CC/167/2023

Nirmala Kumari

.....Complainant

Vs

M/s Nandani Homes Pvt. Ltd.

.....Respondent

Project: Aman SKS Complex

12/07/2024

ORDER

This matter was last heard on 18.03.2024 when the complainant was present and the respondent's Advocate Mr. Sharad Shekhar was also present. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The son of the complainant submits that in 2015 the agreement was made between the parties. As per the agreement of allotment between the allottee and the builder on 16th day of January, 2015, the builder should hand over the flat and shop to allottee. The proposed construction shall be completed within the period of thirty months after the approval of plan as mentioned in paragraph-6. The plan was approved in 2016, so it should be handed over to allottee in 2019. They have registered the flat and shop no. G- 8 on, 25th August, 2021 and keys of the flat and shop given by builder in 2022 with partial amenities. The area of the flat is 1085 sq. ft. and the area of shop is 280 sq. ft measuring in the aggregate super built up area. As per agreement para no. 2, firefighting and the electric sub-station, (power back up) was not provided by builder till date. Registry paper of shop has been taken by the builder from Registry office and not provided to the allottee. No occupancy certificate has been taken by the builder from the competent authority. She got the possession of the flat but the respondent has not handed over the possession letter. She has not got possession certificate till now. The respondent has not given the amenities as per the agreement. Lift not available and common space sold by builder. In commercial shop, common parking area and common washroom is not provided by builder till date. Encroachment of common space by builder in shop area, and, top floor of the residential building, Block-B is occupied by company Director. Low quality of building material has been used by builder during construction. Electrification works are also of very low quality. There is encroachment of common green land area through toilets and bathroom construction. There is illegal construction in the basement area. The society is not registered by builder. The complainant is paying the maintenance fees. Set back area of apartment and commercial building i.e., Block-A and Block-B, not provided as per sanctioned map. The complainant wants completion of the project.

3. The Director of the respondent company submits that he has already handed over the possession of flat to the complainant, and common area to the association of allottee and provided all the amenities. On the other hand, the son of the complainant vehemently controverts the submissions of Director and submits that the promoter has neither constructed the drainage system, nor installed the generator set and firefighting system nor constructed the boundary wall of the building and guard room, nor allotted car parking space to the complainant and

others. He further submits that the respondent has constructed shops against the approved map.

4. The learned counsel for the respondent submits that the sale deed has already been executed, the possession letter has still not been given to the complainant and certain amenities, like fire system, drainage system is not complete, the boundary wall is not complete, the earmarking of the parking space is not complete, the process for installing generator in the block has to be started and the bathroom, as shown in the plan, has to be made near the block. He also states that they will be able to complete the remaining works within few days more time, but they are not willing to continue with this allottee, if the complainant is not satisfied with whatever things is given to him, he may withdraw from this project and the respondent is ready to give him the principal amount along with the interest and compensation, and the cost incurred in the registration stamp fee.

5. The Bench takes notes of submission of both the parties and peruses the record. The Authority observes that on 16th day of January, 2015, an Agreement of Allotment was executed between the respondent company of M/s Nandani Homes Pvt. Ltd and the complainant. They have registered the flat and shop no. G- 8 on 25th August, 2021. Keys of the flat and shop given by builder in 2022 with partial amenities. The complainant has got the possession of the flat but the respondent has not handed over the possession letter. The respondent has not provided the amenities as per the agreement. The respondent has not obtained occupancy certificate from the competent authority. Fire-fighting and the Electric sub-station, (power back up) was not provided by builder till date. The promoter has neither constructed the drainage system, nor installed the generator set, nor constructed the boundary wall of the building and guard room, nor allotted car parking space to the complainant and others. The respondent has constructed shops against the approved map. In commercial shop, common parking area and common washroom is not provided by builder till date. Encroachment of common space by builder in shop area, and, top floor of the residential building, Block-B is occupied by company Director. Low quality of building material has been used by builder during construction, so there is damp on walls, and electrification works are also of very low quality. There is illegal construction in the basement area. Set back area of apartment and commercial building i.e., Block-A and Block-B not provided as per sanctioned map. The society is not registered by builder. The complainant is paying the maintenance fees. The complainant wants completion of the project.

6. In the light of above observation and also taking into consideration of the submissions made on behalf of the parties and going through the materials available on record, including the Agreement for Allotment dated 16.01.2015 and Absolute Sale Deed dated 25.08.2021, as well as the discussion made above, the Bench hereby directs the Managing Director of the respondent Company Mr. Nyaz Ahmad, to complete the project in all respects , in accordance to the Agreement for Allotment and Absolute Sale Deed, and as per promise made, and as adhered in the sanction map , within sixty days of issue of this Order, so that the complainant can live there in better environment.

7. After completion of all works as mentioned above, the respondent shall obtain the CC (Completion Certificate) as well as the OC (Occupancy Certificate) from the competent Authority. A copy of the same shall be submitted to RERA, and all the allottees, to be given a copy of that CC and OC.
8. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA.
9. With the aforesaid observations and directions, this case is disposed of.

Sd/-
(Nupur Banerjee)
Member