

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer
RERA/CC/269/2025

Bipul Kumar Singh

....Complainant(s)

Vs

M/s Patliputra Engineers Pvt. Ltd.

....Respondent

PROJECT- **Susheela Enclave**

For the complainant:

Mr. Kishore Kunal (Adv.)

For the respondent :

Mr.AkanshaRanjan (Adv.)

15.07.2026

O R D E R

Hearing is taken up. Learned counsels on behalf of both the parties are present.

2. Learned counsel for complainant submits that the complainant has filed this complaint petition by means of which he has sought interventions of the Authority to direct the respondent to rectify all defects, including structural defects with respect to the building.

3. learned counsel further submits that the complainant, on being allured by fanciful sale brochures of the project-Sushila Enclave as well as on assurances of the respondent, booked a 2 BHK Flat bearing no. 406 having area of 965 sq. ft, with covered car parking space, situated at Abhimanyu Nagar, Jalalpur Survey Thana no. 22, Survey Plot No.339, P.S-Danapur, District -Patna in lieu of total consideration amount of Rs. 42,00,000/-. Thereafter, on 22.06.2021, a registered Agreement for Sale was executed between the complainant and the respondent. Learned counsel further submits that a registered sale deed was also executed on 15.12.2023 with respect to the said unit/flat no 406 in favour of the complainant and at para 11 of the said sale deed, it was specifically mentioned that the terms and conditions as mentioned in the Agreement for Sale dated 22.06.2021 shall be binding on both parties and the same will be applicable even after execution of the Deed of Absolute Sale. Despite payment of total consideration, execution of Absolute Sale Deed and sanctioned Map as per brochure, the respondents have still not fulfilled/ provided all the amenities as specified in the agreement for sale. Learned counsel submits that the

respondents have not removed some major structural defects in the building, such as defect in a car parking space due to stair, materials of inferior quality used in the construction, problems of cracks arisen in the flat or the building, non-installation of CCTV camera in the basement of parking etc. Further the respondent has not formed the association of allottees and has not handed over the maintenance of the building.

4. Learned counsel on behalf of the respondent, submits that the aforesaid project, namely- Susheela Enclave is a RERA registered project. He has further contended that an Agreement for sale dated 22.06.2021 was executed between the complainant and the respondent and thereafter, an Absolute Sale Deed dated 15.12.2023 was executed between the parties with respect to Flat no. 406 for a total consideration of Rs.42, 00,000/- and the said flat along with reserved car parking space was duly handed over to the complainant.

5. Learned counsel for respondent further contends that the complainant has himself unlawfully encroached upon the common areas right outside his allotted flat by constructing a permanent structure, specifically a wardrobe. This act on the part of the complainant amounts to serious violation of the Absolute Sale Deed as well as rules governing common facilities and areas of the project. Learned counsel further contends that the complainant, after taking over the possession, entered into the flat for carrying out some interior works and captured the said flat without clearing the final dues payable to the respondent company and the complainant carried out the interior works without the consent of the respondent. Learned counsel further contends that the allottee is under obligation to take technical guidance for carrying out interior works and if allottee violates it, then the respondent builder has no responsibility for any defects. Learned counsel further contends that the allegation leveled against the builder with regard to car parking space is factually incorrect. The respondent promoter denies all allegations made by the complainant. Further the respondent has already formed association of allottees. He further submits that present complaint case is barred by Res Judicata as previously the complainant had filed complaint case No.

RERA/CC/298/2024 for the same cause of action ,which has been dismissed by learned Adjudicating Officer of the Authority. However, the respondent is ready to rectify any genuine defects arising out of defect liability clause of RERA Act and Agreement for sale.

6. Heard and perused the record.

7. Considering the arguments advanced on behalf of both the parties as well as on going through the record, the Bench/Authority observes that the project is said as completed one and in the light of Agreement for sale dated 22.06.2021, the complainant booked Flat no. 406 in the said project, namely, Susheela Enclave for a consideration of Rs. 42,00,000/-. The Bench also finds that the complainant paid the entire consideration amount to the respondent and there is no dispute with regard to payment of consideration amount. The Bench further observes that the complainant, after taking over the possession of said Flat no. 406 and after entering in the flat to carry out some internal works, both technical and of civil nature, noticed some defects in the building as mentioned in the foregoing paragraph. The complainant also alleged that the respondent promoter has not provided some essential amenities, such as installation of CCTV in the basement parking area and non-formation of association of allottees. The Bench finds that the flat no. 406 is already in peaceful possession of the complainant, who has been residing therein as an unit holder. The Bench also finds that the respondent is ready to rectify any genuine defects arising under the defect liability clause of RERA Act and Agreement for sale. Hence, the complainant case may be disposed of with directions to both the parties.

8. The complainant has alleged against the respondent that there is defect in car parking space due to stairs. The respondent has alleged against the complainant that he unlawfully encroached upon the common areas right outside his allotted flat by constructing a permanent structure, specially wardrobe. Further the complainant used heavy hammer drills for interior works, which is prohibited. Use of such unauthorized heavy tools might have caused damage to masonry, for which respondent has no responsibility. Bench observes that any construction beyond approved map/plan is liable to be demolished, but it is competent authority, which

will look into violations and may order for demolition, if any. However the Bench/Authority has no jurisdiction to look into such matters and pass order.

9. The Bench/Authority on the basis of what has been discussed above, directs the respondent company through its Director, Shri Rajeev Kumar Lakhaiyar to rectify those genuine defects arising under the defect liability clause of RERA Act and the Agreement for sale to the full satisfaction of the complainant namely- Firstly- Remove/Repair the cracks of the flat as well as building as it will effect on life of the same, Secondly-Immediately install CCTV Camera in basement parking, Thirdly- Remove water logging problem from balcony, Fourthly- Vacate common room and common area of the building, Fifthly- Provide proper sitting place for the Security Guard, Sixthly- Complete the gym work, Seventhly- Since Association of allottees is formed, hence hand over Occupancy Certificate/Completion Certificate and documents to the Association of allottees and the complainant as well, as per Section 17 of RERA Act 2016. The exercise must be completed within a period of 60 days of the passing of the order.

With these observations / directions, this complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer