

Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA, Bihar.

Saroj Devi Complainant
Versus

Present: For Complainant: Mr. Ishtiyaque Hussain, Advocate
For Respondent: None

ORDER

1. Hearing taken up. Learned counsel Mr. Ishtiyaque Hussain appears on behalf of the complainant. Nobody appears on behalf of the respondent.
2. Learned counsel for the complainant submits that the respondent is a habitual absentee from the proceeding of the Bench and he never bothered either to protect the interest of the allottees or to comply with the direction of the Bench. He further submits that though the possession of the flat has been handed over to the complainant but many basic amenities as per the terms and conditions outlined in the agreement for sale have not been installed as yet.
3. Learned counsel for the complainant further submits that though the flat has been completed but it is only in raw condition without proper installation and proper facilities and also parking facilities have not been completed and lift and generator set have not been installed which are the basic amenities in order to facilitate the allottees to reside in the flats of the project. He, therefore, requests for a direction to be given to the respondent.
4. On perusal of the record of this case and hearing the submission of the learned counsel for the complainant, this Bench observes that the respondent though having executed the sale deed in favour of the complainant and also having handed over the possession of the booked flat to the complainant cannot shirk of his shoulder from providing the basic amenities as laid down in the agreement for sale.
5. This Bench also observes that altogether three hearings have been conducted and in none of the hearings, the respondent has bothered to be present before the Bench and submit on his behalf regarding the facts of the

case. The Bench, therefore, feels that the complainant cannot be made to suffer for an indefinite period for the fault of the respondent who has executed the sale deed in favour of the complainant on 28.11.2023 but has not provided the basic amenities to the complainant as per the terms and conditions of the agreement for sale despite a lapse of over two and half years.

6. Section 14 (3) of the Real Estate (Regulation and Development) Act, 2016 clearly outlines the responsibility of the promoter to rectify any difficulty in workmanship, quality or provision of services or any other obligations of the promoter as per the terms and conditions of the agreement for sale within a period of five years from the date of handing over the possession of the flat to the allottees. The respondent by not providing the basic amenities as outlined in the agreement for sale has clearly violated the provisions as contained in Section 14(3) of the RERA Act, 2016.

7. The respondent is, therefore, directed to provide all the basic amenities as outlined in the terms and conditions of the agreement for sale to the complainant within a period of sixty days from today.

8. It is made clear that in case the respondent (promoter) fails to comply with the above directions within a period of sixty days, he shall be liable for penalty of Rs.5000/- per day till the period of compliance with the above directions of this Court, subject to a maximum of 5% of the cost of the impugned project.

9. As regards the complainant's claim for compensation, she is at liberty to press the same before the Adjudicating Officer as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

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

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner
RERA, Bihar