

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Naveen Verma, Chairman

Case No. RERA/CC/1187/2021

Savita Bharti

.....Complainant

Vs

M/s Assent Start Infrastructure India Pvt. Ltd.Respondent

Project: Someshwar Residency.

ORDER

03/08/2022

The matter was last heard on 01/06/2022.

The complainant entered into an agreement with respondent on 16.07.2016 for purchase of Flat no.303, in the project Someshwar Residency situated near Patliputra Station, District- Patna for a consideration of Rs. 34,00,000/-. She has stated that she has paid Rs. 33,76,000/-.

The complainant has alleged that the respondent at the time of executing registered deed on 07/10/2017 informed the complainant that he is executing registered deed for flat no.401 at 4th floor for a consideration amount of Rs. 27,00,000/- and the complainant unwillingly accepted the offer. She further stated that the respondent assured to complete rest of the work of the project within six months and accordingly completion certificate will be handed over and told to refund the rest of excess amount but the respondent has only refunded Rs. 2,00,000/-.

The complainant has also stated that some of facilities are pending like the finishing work of water tank; finishing of one pillar at the roof and to construct

the balcony, lift rooms on the roof, heat treatment at the roof has not been done, firefighting system has not been installed, parking area is not completed and demarcated, the boundary wall is not constructed, outer and inner wall painting is still pending, no proper drainage system and road is not complete.

It is also stated that after lapse of the scheduled time given by the developer, the complainant approached the developer several times to hand over possession of the flat. Subsequently , the complainant took possession in May, 2019.

The complainant has filed the present complaint for a direction/order to the respondents to register the flat and complete the project as per the specifications mentioned in the agreement, provide completion and occupation certificate and compensation for delay.

Perused the record. The respondent has not filed any reply.

The complainant has placed on record copy of agreement for sale dated 16/06/2016 for flat no. 303, money receipts, registered agreement for sale dated 26/09/2017, photographs of the project.

On the last date of hearing, the learned counsel for the complainant requested that directions may be issued to the respondent to complete the project and get completion certificate as the project is still ongoing.

The Bench notes that in spite of notice dated 12/05/2022 and 31/05/2022 issued to the respondent, the respondent failed to appear before the Bench so orders are being pronounced on the basis of documents available and submissions made by the complainant.

The Bench notes that the respondent has violated Section 3 of RERA Act, 2016 as the respondent executed agreement for sale without registering the real estate project with RERA, Bihar. Suo Moto proceeding may be initiated against the respondent company.

The Authority observes that under Section 14(3) of the Act, the promoter has to ensure that all the amenities as promised in the agreement to sale/ brochure/prospectus are provided, failing which the allottees can press for compensation before the Adjudicating Officer.

The Bench directs the respondent to complete the project and provide all the amenities and facilities as per the prospectus of the project which can be used by the allottee as these facilities are the part and parcel of the project.

So far as other claims are concerned, the Bench observes that these are in the nature of compensation. The complainant is at liberty to press these claims before the Adjudicating Officer.

With these directions and observations, the matter stands disposed of.

Sd/-
Naveen Verma
Chairman