

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/331/2025

Seema Kumari ----- Complainant

v.

M/s Shakti Construction and Developers Pvt. Ltd. ----- Respondent

PROJECT:SHAKTI VILLA

11/06/2026

ORDER

The complainant has filed this case to direct the respondent to provide all amenities, car parking spaces, all the relevant documents i.e. completion certificate, occupancy certificate etc. and to conduct enquiry under section 34 of the Act, 2016 along with compensation of Rs. 25,000/- for the financial loss, mental torture, physical harassment and Rs. 25,000/- as litigation cost.

2. The complainant's case in brief is that the complainant has purchased two residential flats, namely 301 and 306, on 3rd floor having respective parking spaces on the ground floor of Block A of the project namely Shakti Villa for which an agreement for sale was executed between the respondent no. 3 and the complainant on 25.01.2023 for the consideration amount of Rs. 1,04,52,400/- The respondent no. 3 had assured that he is competent to execute the sale deed. However, when the complainant approached the concerned Bank for the sanction of loan, the complainant went under shock when the Bank Official suggested that the Respondent no. 3 is not a competent person to execute the Sale Deed and denied the same. The complainant has got knowledge from the Bank that respondent no. 2 is the competent person, who can only execute the sale deed. The respondent no. 3 had kept the complainant under dark and took the benefit of innocence of the complainant. The complainant obtained a

copy of original sale Agreement dated 11.07.2023 from the Bank in which the respondent no. 2 has executed the Agreement for sale in favour of the complainant. The conduct of the respondent no. 3 supposed to be deliberate intention to cheat the complainant just to grab unwanted demand. The respondent no. 3 had assured that the amenities which is under agreement for sale and the sale deed has not been provided till date. There was provision to two lifts for the flat owners of the Apartment but only one lift was provided till date, which too is often used by the labourers for lifting heavy construction materials which may cause it be out of service. Transformer and Generator have not been installed. Separate Guard room is not available. Boundary wall of the premises is not constructed, the respondents have not provided varnish finishing in Drawing cum Dining Hall, Kitchen finishing and wardrobe, for which the complainant had paid extra money. The complainant had sent a legal notice dated 24.09.2024 to the respondent to rectify their mistake and provide all the amenities within a reasonable time, but it has not been done.

3. Heard Shri Pankaj Prakash, learned counsel for the complainant. Despite having been afforded several opportunities, none appeared on behalf of the respondents. Accordingly, this Court has no option but to proceed with the matter *ex parte*.

4. Upon perusal of the documents filed by the complainant, and there being no material on record on behalf of the respondents to discredit or rebut the complainant's case, the complaint deserves to be allowed.

5. Accordingly, the respondents are directed to hand over the duly developed and well-furnished parking spaces, together with all amenities and facilities as stipulated in the Agreement for Sale and the relevant Sale

Deed, and to furnish the Completion Certificate, Occupancy Certificate, and all other requisite documents, within a period of sixty days from the date of this Order.

6. So far as the claim for compensation is concerned, the complainant shall be at liberty to file a separate proceeding before the learned Adjudicating Officer, in accordance with law.

7. With the aforesaid observation/direction, this complaint case stands disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar