

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
 RERA/CC/103/2023

Dr. M. Khursid Zaman ----- Complainant

v.

M/s Om Sai Construction Pvt. Ltd. ----- Respondent

PROJECT – SAI HAWELI APARTMENT

13/05/2026

ORDER

The complainant has filed this case for a direction to direct the respondent to complete the project in all respect as early as possible, provide occupancy certificate and completion certificate to the complainant, to provide specification and services as stipulated under Schedule-II of the Development Agreement dated 29.10.2011, Share Distribution Agreement dated 10.10.2012, supplementary Development Agreement dated 03.03.2020 and an alternative relief may be granted to direct the allottees of the project in question to complete the remaining work of the project in the event of inability of the respondent/ promoter and for the said purpose handsome amount/ compensation may be provided to the allottee Association. It is also prayed for litigation cost and liberty to file complaint before the court of Adjudicating Officer for compensation and also for any other relief/s which deems fit and proper.

2. The complainant is the landowner of the ongoing project namely, SAI HAWELI APARTMENT bearing RERA Registration No. BRERAPO1038-1/747/R-987/2020. The promoter and Landowners had entered into a Development Agreement dated 29.10.2011 for a period of 24 months with a grace period of 6 months. The Respondent/ promoter got the map prepared and approved by the then Competent Authority. After the aforesaid sanctioned plan, the respondent/ promoter had, as per the respective shares of 9 Landowners/ complainants in the project, entered into Share Distribution Agreement with them on 10.10.2012. After the aforesaid Share Distribution Agreement, the Builder had started construction work with snail speed and erected only B-Block. Out of 24 flats in the project, the complainant

and others have 11 flats in their share in Block B of the project. Again the complainant/ respondent had entered into a fresh supplementary Development Agreement on 03.03.2020 before the Authority for one year commencing from 16.06.2020 ending with 30.06.2021. The Respondent/ promoter has not moved even a single stone in the project and even after exhausting the time extension of the project due to Covid 19 Pandemic, the promoter has not yet completed the project till date and now the project is lapsed due to non-application of extension for project Registration by the respondent/ promoter. The respondent/ promoter after erecting the super structure of Block B of the Project, which falls under the share of the complainant and 8 others, has not finished the block till date. No flooring, no lift, no gen-set, no transformer, no electric junction, no overhead water tank, no door wooden chaukhat have been installed and the promoter has also not finished the parking area of Block B till date. The respondent/ promoter with mala fide intention have also allotted some units in favour of prospective allottees without OC/CC of the project and also not updating QPR of the project for public viewing. Some of the landowners are compelled to reside in the rented premises and are also forced to pay the rent due to non-completion of the project in question in time. Due to aforesaid discrepancies, the complainant and some others are facing problems with respect to possession and habitation. In this regard, the complainant and others had repeatedly requested the respondent several times for sorting out of aforesaid problems with respect to the project but all efforts have gone in vain and in consequence, complainant and others are now compelled to file this complaint case before the Authority for completion of the project.

3. The respondent never appeared even after publication of notice in local newspaper and as such the record proceeded ex-parte hearing.

4. After hearing the learned counsel for the complainant and perusal of the development agreement dated 29.10.2011, the Share Distribution Agreement dated 10.10.2012 and supplementary development agreement dated 03.03.2020, it appears that the respondent has no interest in following the aforesaid agreement, which is binding on the respondent. As per learned counsel for the complainant, the respondent has no interest in completing the project. So, alternative relief i.e. remaining construction of the project, may be directed to the Association of allottees to complete the same and a liberty may

also be given to the sharers for compensation and loss made due to non-completion of the project to file before the Adjudicating Officer, RERA. The word of complaint appears to be justified and as such the allottees are at liberty to construct the remaining work by himself and they are also at liberty to file compensation case before the Adjudicating Officer for the same.

5. With the aforesaid observation and direction, this case is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar