

**REAL ESTATE REGULATORY AUTHORITY (RERA),
BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman**

Case No. RERA/CC/1654/2020

Anju Yadav.....Complainant

Vs.

M/s Vision Land Pvt. Ltd.....Respondent

Project: - Vision Galaxy

INTERIM ORDER

26.08.2022

02/09/2022

The matter was last heard on 04.08.2022.

The case of the complainants is that she purchased a flat in the project and absolute sale deed was executed on 07/09/2020 with the previous buyer of the flat, the respondent has not yet completed the project as promised with all amenities. They alleged that the respondent has not facilitated the formation of an association of allottees.

The complainant has sought the following relief as work is yet to be completed by the respondent i.e. to provide proper electricity in the apartment as required more than 200KLW while the respondent is only providing 64 KLW as on date; to form an association of owners of the housing complex; to provide two generators as per agreement; to provide four lifts as per agreement; for direction to provide and construct 20 feet approach road and also to remove illegal construction. The project is not completed with all

amenities. Therefore, the allottee has filed this case praying to direct the promoter to complete the project with all the amenities and maintenance works as per sale deed.

The complainant has placed on record a copy of the absolute sale deed executed dated 07/09/2020 and absolute sale deed dated 29/06/2017.

Perused the records. No reply has been filed by the respondent. The learned counsel for the respondent submitted that the flat was sold by the landowner and requested to implead the land owner.

The complainant was absent during hearing. It is not clear from her submission whether the person who had sold the flat to her had bought this directly from the promoter or not.

The definition of 'allottee' as given in Section 2 (d) of the RERA Act, 2016 wherein it is stated that "... includes the person who subsequently acquires the said allotment through sale, transfer or otherwise...". Admittedly the allottee has sold this apartment to the complainant. The complainant is therefore included in the definition of the allottee under the Act even though he has not purchased the flat from the promoter.

The Authority observes that the promoter has to complete all the work of the common areas and provide all the facilities and amenities of the common areas which can be used by all the allottees of the building/apartment as these facilities are the part and parcel of the project and hand over these to the association for maintenance.

The Bench observes that a supplementary affidavit has been filed by the respondent in other complaint cases for the same project stating therein that the work is in progress in respect of the common amenities. On the issue of formation of association, it has been mentioned in the affidavit that some land owner's allottees had interrupted the meeting which was held on 26.06.2022.

The Bench observes that the Association of allottees could be formed by majority of votes which can be sent to the promoter with the signature of all the allottees who agree with the election of office bearers. Further steps may be taken by both the allottees and the promoter and Association of allottees representing 50% of the allottees can then take charge of the common area.

This Bench recalls its observation in other complainant cases against the same respondent and for the same project, on the earlier date after consultation with the complainants present on that date that would not have any objection to the ban on the registration of unsold flats being lifted provided the fund received from such sale is firstly used for completion of common pending amenities as per agreement for sale and brochure.

The M.D. of the respondent submitted that he will provide all the amenities by 31/10/2022 in other complaint cases for the same project.

The Bench observes that the promoter has to complete all the work of the common areas and provide all the facilities and amenities of the common areas which can be used by all the allottees of the building/apartment as these facilities are the part and parcel of the project. The promoter would hand over these to the association for maintenance.

The Bench takes note of the submission of the promoter and in the absence of any counter argument by the allottee, it decides to implead the land owner as a party who had sold the flat in his share in the first instance. Issue notice accordingly.

Put up for hearing on 26.9.2022

Sd/-
Naveen Verma
(Chairman)