

**IN THE COURT OF ADJUDICATING OFFICER,
REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR, PATNA**

**RERA/CC/158/2019
RERA/AO/19/2019**

Smt. Pramila Mishra, w/o Sri Nityanand Mishra, r/o Village-Aghaila Mishra, P.O.-Bajudih Mahuawan, P.S-Vijayipur, District-Gopalganj (Bihar), PIN-841508.
Present Address: Flat No.8, House No.E/17, Sadhanapuri, Road No.6/D, Gardanibagh, P.O. G.P.O., P.S.-Gardanibagh, District-Patna, PIN-800001

... Complainant

Versus

1. M/s Technoculture Building Centre Pvt. Ltd. Flat No.417, Ashiana Tower, Exhibition Road, Patna-800001.
2. Sri Naimul Haque, s/o Sri Wahidul Haque, Authorised Representative, r/o 3rd Floor, B/2, Grand Chandra Apartment, Frazer Road, District-Patna, PIN-800001.

... Respondents

Present:

**Sri Ved Prakash
Adjudicating Officer**

Appearance:

For Complainant	- 1. In Person 2. Sri Nityanand Mishra, Advocate
For Respondents	- Mr. Dheeraj Kumar Roy, Advocate

ORDER

17-01-2020

This complaint petition is filed by the complainant,
Smt. Pramila Mishra against the Respondent No.1,

17-01-2020
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M/s Technoculture Building Centre Pvt. Ltd. through its authorised representative, Respondent No.2, Sri Naimul Haque u/s 31 read with Section-71 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the "Act, 2016") for delivery of possession along with suitable compensation. She has further sought relief for payment of arrear dues sum equal to Rs.3,000/- per month since/after expiry of grace period June, 2016.

2. Learned lawyer-cum-husband and son on behalf of the complainant and learned lawyer on behalf of the Respondents are present. The learned lawyer for the complainant has filed a petition along with photocopies of Possession/N.O.C. dated 15-11-2019 and Sale Deed No.13889 dated 18-12-2019 executed by M/s Technoculture Building Centre Pvt. Ltd. through its authorised representative, Sri Naimul Haque, in favour of the complainant, Smt. Pramila Mishra with respect to Flat No.204 on 2nd floor in a multi-storied building namely "NANO", Block-1, Phase-7 "VASTU VIHAR" on consideration of Rs.5,79,000/-, after supply of copies to the learned lawyer for the Respondents. Keep it on record.
3. The learned lawyer for the complainant has submitted that now the Respondents have executed Sale Deed in favour of the

complainant through Sale Deed No.13889 dated 18-12-2019 and delivery of possession of the flat no.204 has also been given to the complainant. But, as assured in Column No.-20 of the Agreement for Sale dated 20-02-2013, the Respondents have not provided Car and Scooter parking place and if the same is included in the order sheet, the complainant has no grievance in disposal of the present case. Whereon, the learned lawyer for the Respondent submitted that after execution of Sale Deed, the provisions/terms of agreement for Sale have extinguished, so the Respondents are not in position to assure for allotment of parking place to the complainant. However, if there will be availability of Car parking place, the complainant will be provided on payment basis.

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4. On perusal of record as well as petition of the complainant and submissions of the parties, it appears that the Respondents have executed Sale Deed on 18-12-2019 in favour of the complainant with respect to the allotted flat No.204 on 2nd floor in project "NANO" Block-1, Phase-7, Vastu Bihar and has also given delivery of possession. So, there is no dispute between the parties with respect to the concerned flat. However, the complainant on basis of Agreement for Sale dated 20-02-2013, is demanding Car parking place, if available. Hence, in view of the above facts and submissions, the Respondents are directed to provide Car parking place to the complainant, if available, on

payment of consideration anywhere in the premises on “first come first serve” basis. As such, there is no need to continue the proceedings of this case.

5. Therefore, in light of above observations, the case of the complainant is disposed of.

Sd/-
(Ved Prakash)
Adjudicating Officer
17-01-2020