

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

**RERA/CC/338/2019  
RERA/AO/66/2019**

Mrs. Archana Sharma, W/o Sri Praful Kumar,  
House No.A/18, Road No.2, Magistrate colony, ... Complainant(s)  
P.O.-Asiana Nagar, Patna-800 025.

Versus

M/s Agrani Homes Pvt. Ltd.,  
Through Mr. Alok Kumar, Director, House  
No.15, Patliputra Colony, Patna-800013.

... Respondent(s)

**Present:**

**Sri Ved Prakash  
Adjudicating Officer**

**Appearance:**

For Complainant(s)

In person

For Respondent(s)

1. Mr. Durga Narayan, Advocate
2. Mr. Mohit Raj, Advocate
3. Mr. Ankit Kumar, Advocate

**ORDER**

07-08-2019

This complaint petition is filed by the complainant, Archana Sharma against the Respondent, M/s Agrani Homes Pvt. Ltd, through its Director, Mr. Alok Kumar u/s 31 read with 71 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred a the “Act, 2016”) for completing the project and keeping her allotted flat No.201-C

of "Agrani I.O.B. Nagar", Patna in habitable position and also direct to pay compensation for her mental agony and physical harassment.

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2. In nutshell, the case of the complainant is that the complainant had purchased flat no.201 of 2<sup>nd</sup> floor in C-Block of "I.O.B. Nagar Main Phase", Patna through Sale Deed dated 20-01-2016 having area of 1626 sq.fts. along with one car parking space, P-1 in the basement situated opposite to Sarari Gumti, Near Satya Narayan Singh Gate, Danapur, Patna. But, neither the Respondent has handed over the parking space, P-1 nor completed the common facilities including installation of generator set, electricity fittings, water supply, boundary wall, fire fighting system, drainage system etc. in the said Block. She has further stated that there is roof seepage and Lift is also not up to mark and further the security room is still not constructed, in spite of the fact that life time maintenance charge of Rs.1.00 lac has been deposited with the Developer. She has further alleged that lay-out plan/sanctioned plan has not been displayed at the site and still the Society/Managing Committee has not been formed by the Developer. So, the Respondent may be directed to complete the project as early as possible in habitable position, so that she can use the said flat for her residential purpose. Hence, the Respondent may be directed to provide all the above stated amenities and to pay compensation for her mental agony and physical harassment.

3. The Respondent, after appearance, has filed reply and admitted that the complainant has booked a flat in Agrani 'I.O.B. Nagar Main

Phase” having area of 1626 sq.fts. on the consideration and possession of the flat has already been given to the complainant, so there is no litigation between the parties.

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4. On the basis of the pleadings of the parties and submission of the complainant and learned lawyer for the Respondent, the following points are formulated for adjudication of the case:-

- (i) Whether the Respondent has handed over the possession of Flat No.201-C to the complainant consisting of all the necessary amenities?
- (ii) Whether the complainant is entitled for compensation against the Respondent for her mental and physical harassment?

5. Point No.(i) and (ii):

Both the points being inter-related are taken together for discussion. Admittedly, the Respondent, Mr. Alok Kumar has executed Sale Deed on 20-01-2016 in favour of the complainant, Mrs. Archana Sharma on receipt of the consideration amount Rs.27,60,000/- with respect to the flat no.201-C in 2<sup>nd</sup> floor of Block-C having super built-up area of 1626 sq.fts. with one reserve car parking space, P-1 in the basement including proportionate share in the land of I.O.B. Nagar Main Phase Building Complex situated opposite to Sarari Gumti, Near Satya Narayan Singh Gate, Danapur, Patna. It is also admitted case

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that the flat allotted in share of the complainant was put with M/s Agrani Homes Pvt. Ltd. It is further admitted that as per resolution dated 31-12-2015, the Respondent, Mr. Alok Kumar has been authorised and empowered to execute Sale Deed in favour of 130 purchasers of the Agrani Developers, in which the complainant is also included.

6. Contents of Sale Deed show that Vendee has undivided share in common utility area in said building, like; stair case, landing, common passage, lobby of each floor, top most roof with facilities of water supply from boring and motor, common electric meter, generator and lift along with all other purchasers. It is also admitted in the Sale Deed that the vendee has already paid Rs.1.00 lac against life-time maintenance to the vendor, who has undertaken to provide common utility items i.e. lift, generator set etc. and maintain it. It is also written in the Sale Deed (para-13) that the vendee/complainant has taken possession of the flat and the vendee is fully satisfied with the flat in full and final. It is also mentioned in contents of the Sale Deed (para-15) that the vendee shall not claim or raise any claim/dispute in regard to scheduled II<sup>nd</sup> property after executing/registering the Sale Deed. In my opinion, on basis of these contents, the Respondent has pleaded in his reply dated 15-05-2019 that he had already handed over the possession of said flat to the complainant. So, there is no litigation between them, which is surprising, as the complainant has demanded

delivery of possession of her car parking space, P-1 including all other above utilities, which are still unavailable in the said building.

7. The Respondent has applied for RERA registration along with documents of "I.O.B. Nagar" (A to F) on going project, but during scrutiny by RERA, Bihar several defects were found in the submitted papers of the Respondent. Thereafter, the Respondent has submitted a letter dated 04-09-2018 along with some documents mentioning therein (para-4) that Block A, C and F are fully completed and Block-D and E are 90% completed and Block-B is 50% completed, for which process of revalidation is being done. Later on, considering the documents and submissions by the Respondent, project registration bearing No.BRERAP00011-10/191/R-364/2019 was issued by RERA, Bihar. It shows that Block-C of the project in which flat of complainant is situated, is still incomplete, as the Respondent himself has written the commencement date of the project from 24-01-2019 and ending date 31-08-2019 and on basis of same proposal, RERA, Bihar has issued registration certificate. In para-3 of the registration certificate it is mentioned that if promoter shall not fulfil the conditions, necessary action including revocation of registration may be taken against him. The promoter has also to display project details at site on 6' x 6' Board. The complainant has filed two photographs of ground floor of Block-C, which show that electricity fitting including common area electric switch board and meter are lying on the ground. Wires are open. Lift is not properly installed. There is water logging in the ground floor, due

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to non-earth filling and even the tiles are not laid there. Stair-case is also incomplete. It appears from the record that the Respondent has repeatedly given incorrect information to the RERA, Bihar as well as this Court, as without completion of project he has written as completed, which is very serious matter. However, still the Respondent, as per RERA registration certificate, has 24 days to complete the project, so he may complete the same till 31-08-2019. I think, in future if such types of wrong information are provided by the Respondent to this Court, the matter may be referred to RERA, Bihar for taking stringent action against him including revocation of registration, seizure/freezing of account and other punitive action, as per provisions of RERA Act, 2016.

8. From the above discussion, it is apparently clear that the claim of the complainant is genuine with respect to generator set, lift installed, non-installation of electric meter, water supply, boundary wall, fire fighting system, drainage etc. There is still roof seepage and ground floor water logging, which have to be set right immediately. Further, it is duty of the Respondent, as per Sale Deed, that he must complete the building along with all utilities and make it habitable.
9. The Respondent had pleaded in his reply that he has handed over the possession of the flat, but he should have kept in mind that incomplete flat along with water logging ground floor cannot/should not be handed over to the consumer. According to the Real Estate (Regulation and Development) Act, 2016, Bihar Apartment Act, 2006

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and Bihar Building Bye-laws, 2014, if the Respondent has completed the project as per provisions, then he should have first received Occupancy Certificate/Completion Certificate from P.M.C., thereafter, he should have delivered possession to the complainant, in which he has failed to follow. Now, The Respondent must keep in mind that firstly he should make the building habitable, after providing all utilities, as due to non-availability of above utilities and incomplete building, the complainant could not start living in her flat No.201-C. In this way, since the date of execution of Sale Deed dated 20-01-2016 she is facing difficulties due to inaction of the Respondent. It is also important to note that during hearing by this Court, the learned lawyer for the Respondent always assured to the Court that with all utilities the flat will be completed till next date. But, due to wrong habit of the Respondent, the Respondent never stand to his assurances and till date the works mentioned above are incomplete. So being bound, this Court heard both the sides and fixed for order. It shows that the complainant has suffered a lot, for which she must be compensated by the Respondent. In my opinion, the complainant has repeatedly visited to the office of the Respondent, A.O. Court in RERA Bihar, incurred expenditure in documentation of papers, for which she must be paid lump sum amount of Rs.50,000/- as compensation along with the litigation cost of Rs.10,000/-. It is also made clear that if within the stipulated period the works detailed above of the Block-C are not completed, then the Respondent should pay rent @ Rs.10.000/- per

month to the complainant. Accordingly, Point No.1 is decided in Negative and against the Respondent and in favour of the complainant and Point No.2 is decided in Positive in favour of complainant and against the Respondent.

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Therefore, the complaint case of the complainant is allowed on contest with the cost of Rs.10,000/- against the Respondent. The Respondent is directed to complete the project till 31-08-2019 with all utilities like installation of generator set, installation of lift of good quality, electric meter, fire fighting system etc. along with drainage system, failing which the Respondent shall pay rent @ Rs.10,000/- (Rupees ten thousand only) per month from September, 2019 to the complainant. The Respondent is further directed to pay Rs.50,000/- (Rupees fifty thousand only) as compensation to the complainant within 60 (sixty) days for her mental and physical harassment. The Respondent is further directed to comply the order within stipulated period, failing which the complainant may enforce the same through process of the Court.

Sd/-  
(Ved Prakash)  
Adjudicating Officer  
07-08-2019