

REAL ESTATE REGULATORY AUTHORITY, BIHAR

2nd Floor, BSNL Exchange Building, Patel Nagar, Patna-800023.

Before the Single Bench of Mr. Naveen Verma, Chairman

Case No: RERA/CC/663/2021

Alok Kumar.....Complainant

v.

M/s Sanik Welfare Organization India.Respondent

Project: - Kargil Veer Awas

Present: For Complainant: In person

For Respondent : Mr. Jairam Singh, Advocate

HEARING THROUGH VIDEO CONFERENCING/PHYSICAL MODE

ORDER

1-11-2021 The matter was last heard on 01.10.2021.

The case of the complainant is that the complainant had applied for a plot A-11 measuring 1050 sq. ft in a proposed project Kargil Veer Awas for a total consideration of RS. 575769.60/- as per the approved plan site. The allotment letter was issued on 23.10.2011. The complainant submitted that he has paid all the installments on different dates for which receipts were issued by the respondent company. Additional amount of Rs. 10,000/- was given to the respondent company upon their request for registration of the plot. Thereafter, a sale deed was executed on 07/07/2021 between the complainant and the respondent company, the expenses of which were borne by the complainant.

The complainant further submitted that the project is unregistered with RERA which is a violation of Section 3 of the Act. It is further alleged that no possession letter has been handed over to the complainant despite having paid the whole consideration amount and that even after a lapse of 9 years, it has not been developed. On visiting the project site, the complainant learnt that the construction work at ground level is different from the approved sanctioned site plan. The complainant further submits that the respondent company has not obtained completion certificate from the local authority and prays for the completion and handing over of the plot.

A reply has been filed by the respondent company. Learned counsel of the respondent submitted that the instant case is not maintainable as the agreement was signed on 07/08/2010 and possession given in the year 2010 itself and hence the instant project does not fall within the purview of the Real Estate (Regulation and Development) Act, 2016. He further submitted that if the complainant seeks the possession of the flat then two months time may be given from the date of disposal and if the complainant wants refund of the amount, the respondent company is ready to refund the amount as per the development agreement.

The complainant has filed rejoinder to the reply in which he submits that the project is not developed but the respondent company is advertising the same on its website therefore the issue of maintainability does not arise. The project is well within the realms of the RERA Act, 2016. The complainant further apprised the Authority that a case has been filed before EOW against the respondent company.

The Bench enquired from the complainant whether he wanted possession or refund to which the complainant requested for development of the project and its handing over.

After perusing the records and hearing the submissions of both the parties, the Bench notes that the respondent company has committed violation of section 3 of the Act and therefore suo motu proceedings may be initiated against it.

The Bench observes that since the complainant seeks development of project after paying entire consideration amount and the respondent company is ready to hand over the possession, the respondent company is directed to obtain the completion certificate and handover the possession of the plot within two months from the date of order.

The complainant is at liberty to approach the Authority under relevant section of the Act if the above directions are not complied with by the respondent company.

With these directions the matter is disposed of.

Sd/-
Naveen Verma
Chairman