

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Telephone Bhavan, Patel Nagar, Patna-800013.

Before the Single Bench of Mr. Naveen Verma, Hon'ble Chairman

Case No. CC/1036/2021

Neelam Kumari.....Complainant

Vs

M/s Kansihka Buildcon Pvt. Ltd.....Respondent

Project: Kanishka Buildcon Block B

ORDER

19.04.2022

The matter was last heard on 06.04.2022.

The fact of the case is that the complainant has booked a flat bearing no. 503 of project Kansihka Buildcon, Block B, admeasuring 2205 sq. ft. along with common space and reserved car parking space at ground floor. The registered agreement for sale was executed on 23.09.2020 wherein it is mentioned thatthe complainant has paid a total consideration of Rs. 80,00,000/-. The complainant has stated that as per sale deed the said flat was to be handed over in fully furnished condition, with facilities of lift, generator, reserved car parking space, windows and grills in well fitted condition. Further, at the time of registration of sale deed, aforesaid facilities were not provided, but it was assured by the respondent that within three months of registration of sale deed, all facilities and conveniences would be provided. The complainant further submitted in his complaint that as grill and window were not fitted in the flat, on the request of the respondent she had got it installed on the assurance that this would be reimbursed and hence has requested for payment of Rs.1,85,000.

The prayer in the complaint case are to direct the respondent company to provide facility of generator, another lift, fire extinguisher, allotment of reserve car parking space, painting of walls, standard arrangement of electric facility as well as installation of electric panel, installation of

exhaust fan, water proofing of wall to prevent dribbling of water from terrace, plastering and painting of boundary wall and refund of the amount spent by her.

The complainant has placed on record agreement for sale dated 23.09.2020, E-Challan dated 22.09.2020 for Rs.40,00,450 and 40,00,000.

The learned counsel of the respondent, in reply stated that the absolute sale deed was executed on 23.09.2020 and they had delivered the peaceful possession of the flat to the complainant. At the time of taking possession of the flat, the complainant did not raise any query/complaint regarding deficiency in facilities available. He further submitted no such assurance was given by the respondent to reimburse the expenses for installation of grill and windows i.e. Rs.1,85,000 in the said flat and the complainant has not provided any receipt or bill for the same. The respondent has already allotted the parking space to complainant who approached the promoter for a signed allotment letter of parking. He further submitted that generator and one lift got defective, so the respondent has already ordered a new lift and generator for the apartment and with respect to the painting of the walls the respondent has already placed work order for repainting of the apartment. He further submitted that the respondent never agreed to provide exhaust fan as it is apparent from the absolute sale deed. The respondent submitted that the dribbling of water from terrace and plaster/paint of boundary wall is pending and plastering/ painting is currently going on and the same will be complete soon. He has further prayed to dismiss the complaint filed by the complainant with the exemplary cost.

On 02.03.2022, the learned counsel of the complainant has filed rejoinder and submitted that the respondent has admitted the issue of generator, lift, painting of apartment, dribbling of wall, plastering and painting of boundary wall is pending and same will be redressed, but has not disclosed the time limit to install exhaust fan in kitchen and toilets, electric panel has not been installed in main building, loose hanging wire may cause electric fire at any point of time and there is no separate

transformer for Block B, till date, as well as no facility for drainage of water from terrace. In para 10 and 11 of the reply respondent has admitted that no grill and windows were fitted by them, in order to make the flat habitable complainant had to install the same with prior permission of respondent for a cost Rs. 1,85,000 and money receipt of the same has been annexed with the rejoinder. The complainant prays to direct the respondent for redressal of all the aforesaid grievances within a time period.

On last date of hearing, the learned counsel of the complainant reiterated the grievances that some works in the project such as generator, lift, painting of wall etc. have not been done by the respondent till date and he spent Rs. 1,85,000/- in the flat and further submitted that all the works have been done except made in paras 4 to 7 of rejoinder and parking has been allotted to the complainant.

On the contrary, the learned counsel for the respondent has submitted that the sale deed was executed on 23.09.2022 after the complainant was satisfied with the condition of the flat and he further submitted that the respondent assured that he will complete all the pending work within four months.

The Bench directs the respondent company to complete all the work and provide all facilities as mentioned in the prospectus/ brochure of the project within four months from the date of this order. If the respondent fails to complete the pending work in 4 months, then a fine of Rs.1,000/- for each day of delay would be imposed.

The request of the complainant for payment of Rs1.85 lakhs is in the nature of compensation. She is at liberty to press her claim for compensation before the Adjudicating Officer.

With these directions and observations, the matter stand disposed of.

Sd/-
Naveen Verma
Chairman