

**REAL ESTATE REGULATORY AUTHORITY, BIHAR****Before the Single Bench of Mrs. Nupur Banerjee, Member****Case No. RERA /CC/596/2022****Smt. Madhuri Upadhyay** .....Complainant**Vs****M/s Satya Sai Awas Pvt. Ltd.** .....Respondent**Project: Sarat Villa****28/05/2024****ORDER**

The matter was last heard on 09.02.2024 when the complainant's Advocate Mr. Rajnish Kumar Singh and the respondent's Advocate Mr. Sharad Shekhar were present. The matter was fixed for orders, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The complainant has entered into contract for absolute deed for sale dated 25.03.2015 with M/s Satya Sai Awas Pvt. Ltd. through its Director Shri Vinay Kumar by which she has been allotted a residential flat no. 201 on 2<sup>nd</sup> floor in Sarat Villa, measuring an area of 1250 sq. ft. super built up area situated in Mauza Mainpura at present Mohalla Shivpur, Survey P.S. PhulwariSharif. The complainant submits that the complainant is already in possession of the flat, but car parking space is not provided to her. Thereafter, on contact, the Director of the respondent company submits that neither the complainant has paid the price for car parking space nor it is mentioned in the sale deed and the matter has come to an end before the enforcement of the RERA. So, this case is not admissible before the Authority. The complainant states that the petition is regarding, not providing car parking space to the complainant despite the terms and conditions for the same was in the registered sale deed dated 25.03.2015. The complainant further submits that she has been provided the flat but no car parking has been provided as per agreement for sale, so she is not willing to take possession of the flat but the respondent submits that she has already been given possession of the flat as mentioned in the sale deed executed in the year 2013. The complainant submits that her only grievance is that now till date as per the agreement, the builder has not given her the car parking. Even the parking number has not been given. She submits that till date she has not taken possession of the said flat. It is evident from the said absolute sale deed dated 25.03.2015 in Para-9 at page-7 that the vendee Smt. Madhuri Upadhyay was for absolute right, title and interest share and possession whatsoever in respect of the said flat and car parking space fully described in column no. 5.3. The builder is not giving her space for car parking and not even giving

right to use drive way, which is itself violation of the said contract dated 25.03.2015.

3. The learned counsel for the respondent submits that the project is not registered with the RERA. The project has already been completed in the year 2013. He has filed the completion certificate. The promoter has already executed the sale deed and the possession has been taken by the allottee with parking. The complainant is defaulter in payment as per agreement for sale. The respondent is ready to refund the amount as per the norms of the agreement.

The complainant submits that she is ready to take refund of the parking area only. She has paid the entire amount. The respondent has executed the sale deed in 2015.

4. The Bench takes note of submissions of both the parties and peruses the record.

The Authority observes that the complainant has entered into contract for absolute deed for sale dated 25.03.2015 with M/s Satya Sai Awas Pvt. Ltd. through its Director Shri Vinay Kumar by which she has been allotted a residential flat no. 201 on 2<sup>nd</sup> floor in Sarat Villa, measuring an area of 1250 sq. ft. super built up area situated in Mauza Mainpura at present Mohalla Shivpur, Survey P.S. PhulwariSharif. The complainant is already in possession of the flat, but car parking space with parking number is not provided to her as per agreement for sale and despite the terms and conditions for the same was in the registered sale deed dated 25.03.2015 and the respondent Builder is not even giving right to use drive way. It is evident from the said absolute sale deed dated 25.03.2015 in Para-9 at page-7 that the vendee Smt. Madhuri Upadhyay was for absolute right, title and interest share and possession whatsoever in respect of the said flat and car parking space fully described in column no. 5.3. The respondent claims that this matter has come to an end before the enforcement of the RERA. So, this case is not admissible before the Authority. The project is not registered with the RERA. The respondent states that the respondent promoter has completed the project in 2013. He has filed the completion certificate.

The Authority also observes that the completion certificate submitted by the promoter is not in Form-XII. The respondent promoter has not received the Occupancy Certificate of the project building, from the competent authority after obtaining the completion certificate from the architect in Form XII. So, the project is still ongoing and hence this case is admissible before the Authority.

5. In the light of the above observation and also taking into consideration, the submission made on behalf of the parties and on, going through the

materials available on records, including the Absolute Sale Deed dated 25.03.2015, as well as discussion made above, the Bench hereby directs the Director Shri Vinay Kumar of respondent company M/s Satya Sai Awas Pvt. Ltd, to handover the possession of allotted car parking space to the complainant in accordance to the Agreement for Sale and Absolute Sale Deed, and complete the necessary legal formalities in her favour for the said parking space, within sixty days of issue of this Order.

The Bench also directs the respondent company to submit application for registration of the project, as the project is an on-going one.

The Bench directs the office to initiate Suo Motto action against the builder company, as the project is not registered with RERA.

6. The complainant is at liberty to press other claims which are in the nature of compensation before the Adjudicating Officer as per the provisions of RERA Act, 2016.

7. With the aforesaid observations and directions, this case is disposed of.

**Sd/-**  
**(Nupur Banerjee)**  
**Member**