

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Mr. Naveen Verma, Chairman**

**Case No. RERA/CC/1055/2021**

**Ashok Kumar.....Complainant**

**Vs**

**M/s Apoorva Awas Yojana Pvt. Ltd.....Respondent**

**Project: Raut City**

**24.6.2022**

**ORDER**

The matter was last heard on 24.05.2022.

The case of the complainant is that he purchased a flat bearing no. 304, Pocket B (Block- B) in the project “Raut City” for a total consideration of Rs.26,00000/-to the respondent. While the absolute sale deed was executed between the parties on 3.3.2016, the promoter has not yet completed the project as promised with all amenities. It has also been alleged that the project is not registered with RERA and that the promoter has deviated from the approved map plan by constructing 7<sup>th</sup> and 8<sup>th</sup> floor and by changing the entrance road for block B.

The complainant has alleged that only one lift has been installed instead of two lifts; there is no separate deep boring for drinking water for pocket B; no intercom facility and CCTV have been installed, no boundary wall has been constructed for block –B; Resident association for block B has not been formed and firefighting equipment has been installed by the respondent. Further, the parking area has not yet been demarcated for the allottees of block- B and that the respondent has not given the completion certificate to the complainant.

Therefore, he has filed this case praying to direct the respondent company to complete the project with all the

amenities as per sale deed/brochure also claimed the compensation of Rs. 5,00,000/-for mental harassment and Rs.50,000/-as litigation cost.

The complainant has placed on record a copy of the absolute sale deed dated 03.03.2016 executed between the parties, and a copy of the brochure of project Raut City.

During the course of hearing the learned counsel for the complainant refuted the genuineness of completion certificate given by the respondent during hearing. He further stated that work is still pending like water supply, firefighting, demarcation of parking and construction of boundary wall is pending.

The learned counsel for the respondent denied this allegation. He stated that the matter was not maintainable as it was filed much after the deed was executed . On the issue of registration of the project, he submitted that suitable reply would be given when a suo motu proceeding for violation of Sec 3 of the RERA Act, 2016 is initiated.

The Authority notes that the respondent had booked the flat before the Act came into force. It is for the promoter to establish that a case of violation of Section 3 of RERA Act, 2016 is not made out and that there was no necessity to register the real estate project with RERA. The records may be examined from that perspective and if the documents indicate violation of Section 3 of the Act, suo motu proceedings may be initiated.

The learned counsel for the complainant has further alleged that the sale deed is with the promoter after it was executed. The learned counsel for the respondent refuted the allegation made against him by stating that the respondent left the registered deed with the complainant in the Sub Registrar's office.

The Bench observed that after the sale deed is executed before the District Sub Registrar, the complainant ought to

have ensured that such documents are kept safely. In any case, the complainant may apply for a copy of the registered deed.

Perused the records. This matter was filed on 7 October 2021, which is after five years from the date of the deed of conveyance which was executed in March 2016. Hence the contention of the learned counsel for the respondent that the matter is not maintainable under provisions of section 14(3) of the RERA Act, 2016 has merit.

The Bench notes that the respondent has filed a reply in compliance with the last direction of the Bench stating therein a meeting was held on 01.05.2022 with the Association of Allottees regarding common work of the apartment. It has been amicably settled that out of the pending work, the major work would be completed by the builder and the rest work would be done by flat owners. The promoter is willing to construct the boundary wall on the west side (which was incomplete due to some dispute) as well as repair/or installed the 2<sup>nd</sup> lift and the rest shall be done by the flat owners.

The Bench takes note of the affidavit filed by the respondent stating that they have settled the matter amicably. It urges the respondent to complete the works as agreed and hand over the maintenance of common areas to the association of allottees immediately.

With these observations, the matter stands disposed of.

Sd/-

**Naveen Verma**

**(Chairman)**