

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman**

Case No. RERA/CC/1630/2020

**Nirbhay Kumar & Rashmi Ranjan.....Complainant
Vs.
M/s Vision Land Pvt. Ltd.....Respondent**

Project: - Vision Galaxy

ORDER

12.08.2022

The matter was last heard on 28.06.2022.

The case of the complainants is that they purchased a flat in the project and while the agreement of sale was executed on 01.12.2011, the respondent has not yet completed the project as promised with all amenities. They alleged that the respondent has not facilitated the formation of an association of allottees despite several communication having been made to the respondent through email, WhatsApp and registered post.

The complainant has sought the following relief as work is yet to be completed by the respondent i.e. to provide proper electricity in the apartment as required more than 200KLW while the respondent is only providing 64 KLW as on date; to form an association of owners of the housing complex; to provide two generators as per agreement; to provide four lifts as per agreement; to construct 20 feet approach road to the apartment; improper construction of guard room at the entry point; intercom facility; parking; transformer, community hall and CCTV. The project is not completed with all amenities. Therefore, the allottees have filed this case praying to direct the

promoter to complete the project with all the amenities and maintenance works as per sale deed.

The complainant has placed on record a copy of the absolute sale deed executed between the parties and a copy of the letter sent to the respondent regarding handing over the amenities.

Perused the records. No specific reply has been filed by the respondent.

During the course of the hearing complainant submitted that their flat is almost complete but the parking space is not developed as per the agreement for sale and the same has not been allotted. The respondent submitted that they will provide parking space and all other facilities as per the agreement for sale.

The Authority observes that the promoter has to complete all the work of the common areas and provide all the facilities and amenities of the common areas which can be used by all the allottees of the building/apartment as these facilities are the part and parcel of the project and hand over these to the association for maintenance.

The Bench observes that a supplementary affidavit has been filed by the respondent in other complaint cases for the same project stating therein that the work is in progress in respect of the common amenities. On the issue of formation of association, it has been mentioned in the affidavit that some land owner's allottees had interrupted the meeting which was held on 26.06.2022.

The Bench observes that the Association of allottees could be formed by majority of votes which can be sent to the promoter with the signature of all the allottees who agree with the election of office bearers. Further steps may be taken by both the allottees and

the promoter and Association of allottees representing 50% of the allottees can then take charge of the common area.

This Bench recalls its observation in other complainant cases against the same respondent and for the same project, on the earlier date after consultation with the complainants present on that date that would not have any objection to the ban on the registration of unsold flats being lifted provided the fund received from such sale is firstly used for completion of common pending amenities as per agreement for sale and brochure.

The M.D. of the respondent submitted that he will provide all the amenities by 31/10/2022 in other complaint cases for the same project.

The Bench observes that the promoter has to complete all the work of the common areas and provide all the facilities and amenities of the common areas which can be used by all the allottees of the building/apartment as these facilities are the part and parcel of the project. The promoter would hand over these to the association for maintenance.

The Authority directs the respondent company to complete all the remaining works in the building and provide all the facilities as mentioned in the prospectus, brochure of the project and agreement for sale as well as in Sale deed 31/10/2022.

The promoter is directed to allot the parking space with demarcation to respective allottees within 30 days of issuance of this order.

Failure to comply with the directions of the Authority within the time lines as specified above will attract action under Section 63 of the Act , and a penalty of Rs 10000/- per day would be payable by the promoter on each day of default.

The complainant is at liberty to approach the Adjudicating Officer for appropriate compensation as provided in Section 14(3) of the RERA Act, 2016.

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

Sd/-
Naveen Verma
(Chairman)