

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**Case No. RERA/CC/1054/2021**

**Sweta Suman.....Complainant**

**Vs**

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

**Project: Raut City**

**24.6.2022**

**ORDER**

The matter was last heard on 06.05.2022.

The case of the complainant is that she purchased a flat bearing no. 602, Pocket B(Block- B) in the project “Raut City” for a total consideration of Rs.26,00000/-. While the absolute sale deed was executed between the parties on 19.11.2016, 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, she 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 19.11.2016 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.

Perused the records. This matter was filed in October 2021, and is within five years from the date of the deed of conveyance which was executed in November 2016. Hence the matter is maintainable under provisions of section 14(3) of the RERA Act, 2016.

The Authority observes that under Section 14(3) of the Act, the promoter has to ensure that all the amenities as promised in the agreement to sale/ brochure/prospectus are provided failing which the allottees can press for compensation before the Adjudicating Officer

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 directs the respondent to complete the works as agreed and hand over the maintenance of common areas to the association of allottees immediately.

The Bench further directs the respondent to allot the parking space within 15 days of issuance of this order. The promoter is directed to share the approved map and completion certificate/occupancy certificate with the complainant within 15 days of this order. If the complainant still has any grievance regarding the veracity of the certificates or deviation from the approved map she may approach the competent authority.

So far as other claims are concerned, the Bench observes that these are in the nature of compensation. The complainant is at liberty to press these claims before the Adjudicating Officer.

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

Sd/-  
**Naveen Verma**  
**(Chairman)**