

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/521/2022

Mr. Santosh Kumar Complainant

Vs.

M/s Orange Estate Pvt. Ltd. Respondent

For the complainant: In person

For the Respondent: None

Project:– SHANTI EXOSTICA, BLOCK- C

ORDER

20.08.2024 Hearing taken up. The complainant appears in person. The respondent is absent.

2. The complainant submits that he booked Flat no.102-C along with car parking in the project "Shanti Exostica, Block C on consideration amount of Rs.49,00,000/- which was paid by him and thereafter the respondent - promoter/Director Mohammad Tajuddin issued allotment cum possession letter dated 14.11.2022, which is kept on the record, wherein, it is stated that no dues is left with new flat owner Santosh Kumar and his car parking space will be allotted very soon. He also submits that out of the total consideration amount he paid Rs.35,00,000/- to the respondent - landowner Praseon Kumar because the said flat was of his share and Rs.14,00,000/- to the respondent – promoter/Director Mohammad Tajuddin as advised by them. He further submits that after getting payment, the respondent - landowner executed Conveyance Deed on 12.09.2022 and handed over him possession of the flat but till date possession of car parking has not been delivered to him, for which he has filed this complaint.

3. By drawing attention to the interim order dated 10.01.2024, he also submits that in the said interim order the Authority directed the respondent to provide parking no.102 for Block- C as mentioned in the allotment letter within fifteen days but till dated the said order has not been complied with by

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the respondents and they are intentionally dragging this matter for the last two years causing him mental agony.

4. Perused the record including the Conveyance Deed dated 12.09.2022, which was executed by the respondent – landowner in favour of the complainant being owner of Flat no.102 on 1st floor in the project, wherein, at page -5 it is specifically mentioned that “..... an Agreement for Sale was executed in between vendor and the VENDEE/Buyer for purchasing one unit of residential flat no. 102 on 1st floor with one car parking”. It is very much clear from the Sale Deed that the complainant purchased Flat no.102 on 1st floor along with one car parking. The Authority observes that the possession of flat has been delivered by the vendor – landowner but till date possession of car parking no.102 for Block –C has not been delivered whereas the allotment cum possession letter dated 14.11.2022 itself very clearly speaks that no dues is left and parking space will be allotted very soon. The Authority further observes that the respondent promoter Mohammad Tajuddin and the respondent landowner Praseon Kumar have disobeyed the interim order dated 10.01.2024, wherein, it was clearly directed to the respondent to provide the parking no.102 for Block –C as mentioned in the allotment letter within fifteen days.

5. Taking into consideration the aforesaid facts, the Authority directs the respondent - promoter/Director Mohammad Tajuddin as well as the respondent – landowner Praseon Kumar to provide physical possession of car parking no.102 for Bloc –C and execute Deed of Conveyance within fifteen days from the date of issue of this order.

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

Sd/-
S.D. Jha,
Member