

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

**Case No. RERA/CC/562/2021**

Ganesh Kumar.....Complainant

Vs

M/s R.R. Builders Pvt Ltd.....Respondent

**Project: -SANCHAR NAGAR**

**Present:       For Complainant:   In person**  
**For Respondent:       Mr. R.K. Srivastava, Advocate**

**INTERIM ORDER**

**5-10-2021**  
**5/01/2022**

The matter was last heard on 10-09-2021. However final orders could not be passed.

The case of the complainant is that the complainant had book a flat no. 609 on 6th floor in Block 9. The complainant has alleged that the construction of the flat is not as per the agreement and is in violation of condition mentioned in Point no. 7 of Schedule-D, "Standard Specifications of "Sanchar Nagar"- Phase-1. The complainant has further alleged that such information was given to the respondent company through mail on 26th Jan-2021 and 6th Feb-2021 but no response was received from them. Thereafter, the complainant visited the office of the respondent company on 2nd April-2021 with his grievance but the respondent company refused to make a provision of window in the room. The complainant's grievance is that the respondent company could have created a window in the room as the status of flat was still incomplete. Apart from levelling several other allegations, the complainant has alleged that the width of the door provided in the room is more than the usual and both the rooms are attached directly with the balcony affecting the privacy of the complainant. The complainant has therefore filed the complaint praying for issuing instructions to the respondent company to provide a window in both the rooms as per the agreement or alternatively 3 channel sliding door in lieu of 2 channel sliding.

The complainant has placed on record photographs of the flat especially room and the window and also a copy of Schedule D of the agreement.

Perused the records of the case. Reply has been filed by the respondent company along with registration certificate granted by the Authority on 27.02.2019, agreement for sale- flat dated 21.07.2017, copy of Information Booklet, map of the bedroom and page 4 of the Bihar Building Bye Laws.

In its reply, the respondent company denying the allegations of the complainant has stated that alterations have been done within the purview of clause 19 of the agreement for sale. The respondent company referred to section 14(2)(ii) of the Real Estate (Regulation & Development) Act, 2016 and stated that the builder, herein the respondent company, can make alterations after due recommendations and verifications of the authorised architect. The respondent company also made reference to section 8(1)(i) of the Bihar Building Bye Laws, 2014 which states that no permission or notice is required to be given for alteration in “opening and closing of a window or door or ventilator”. The respondent company further stated that the request of the complainant to replace 2 channel sliding door with 3 channel sliding door could be met only if the complainant is ready to pay the extra cost that would be incurred.

The Bench took note of the documents on record and the submission made by the parties. Section 14(1)(ii) as referred by the respondent company mandates that the consent of the allottee, herein the complainant, has to be obtained before making any additions or alterations. In the instant case, the Bench has noted that the consent of the complainant has not been obtained. The Bench also observes that there is no clarity as to the certification of the plan of the flat submitted by the respondent company by an authorised architect as there is no stamp or seal of the certified architect on the map.

It is understood that the terms and conditions laid down in the agreement executed between the parties has to be abided by parties to the agreement but the agreement and the provisions of the Real Estate (Regulation & Development) Act, 2016 has to go hand in hand. In this case, although the terms of agreement stated that minor modifications could be made by the respondent company, the respondent company was also bound to act in the manner as provided under the Act and take consent of the complainant while making modifications, which the respondent company has failed to do so. The Bench however notes that the respondent company is ready to provide 3 channel sliding door in lieu of 2 channel sliding but at the cost of the complainant.

The Bench is of opinion that one last opportunity should be given to both the parties to clarify the status of the modification as the respondent company was ready to cater to the request of the complainant. Therefore, the Bench deems fit that one last hearing may be given to the parties to clarify the status before passing appropriate orders.

**Put up on 11.01.2022.**

**Sd/-  
Naveen Verma  
Chairman**