

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**

**Case Nos. CC/35/2018, CC 49/2018 & CC/54/2018**

**Before the Bench of Mr. Afzal Amanullah, Chairman, Mr. R. B. Sinha, Member; and Mr. S. K. Sinha, Member.**

Mr. Tribhuwan Kumar Chaudhary, Mr. Satyendra Nath

Dwivedi & Mrs. Nisha Jha ... Complainants

Vs.

M/s Sarvodaya Marketing Pvt. Ltd. ... Respondents

**Present:**

For the Complainants: Mr. Tribhuwan Kr. Chaudhary- In person

Mr. Satyendra Nath Dwivedi - In person

Mrs. Nisha Jha - In person

For the Respondents: Mr. Bhola Shankar, Advocate

Mr. D. N. Singh, M.D.

**ORDER**

03.07.2019: Complainants Mr. Tribhuwan Kumar Chaudhary, Mr. Satyendra Nath Dwivedi and Mrs. Nisha Jha have filed separate petitions u/s 31 of the Real Estate (Regulation and Development) Act 2016 against M/s Sarvodaya Marketing Pvt. Ltd. for refund of their deposits, interest thereon and compensation consequent to the non-delivery of flats that they had booked in the Sarvodaya City Project of the promoter M/s Sarvodaya Marketing Pvt. Ltd. All the three complaints are on record in file.

In view of the fact that these three complaints relate to the same project of the promoter and are similar in nature, hence one composite order is being passed in all these three cases.

The amount paid for the flats by the complainants against the consideration amount of the flat, the hand over date as per the agreement for sale, the

interest to be paid in case of failure to hand over possession on the expiry of the grace period and the relief sought by the complainants are summarized in the chart below:-

Name of the Complainant	Total amount paid for flat by complainant.	Consideration amount of flat	Hand over date of flat as per agreement	In case of failure to hand over possession by 31 July 2016.	Relief sought
Tribhuwan Kumar Chaudhary	Rs.8,07,234 + Rs. 53,329 (Registration fee and stamp duty for agreement)	Rs.26,13,376	By January 2016, grace period of extra 6 months (till 31.7.2016)	12% interest per annum on paid amount with effect from 1 August 2016.	Refund of paid amount and registration charges with 18% interest compounded every 3 months and Rs.10 Lakh compensation.
Satyendra Nath Dwivedi	Rs.14,25,000 + Rs. 58,029 (Registration fee and stamp duty for agreement)	Rs.28,49,559	By January 2016, grace period of extra 6 months	12% interest per annum on paid amount with effect from 1	Refund of paid amount and registration charges with 18% interest compounded

			(till 31.7.2016)	August 2016.	every 3 months and Rs.10 Lakh compensation
Nisha Jha	Rs. 23,00,000	Rs.26,25,825	By January 2016, grace period of extra 6 months (till 31.7.2016)	12% interest per annum on paid amount with effect from 1 August 2016.	Refund of paid amount with interest and compensation.

From the above chart, it will be clear what amounts the complainants have paid against the considered amount. It is also clear that they have all signed agreements with the respondent which mention that the flats would be handed over by January, 2016, failing which a grace period of extra six months has been agreed upon. That in case of failure to hand over possession by the 31st July, 2016 (i.e. after the expiry of the grace period) interest @12% per annum would be given on the paid amount with effect from 1<sup>st</sup> August 2016. All the complainants have asked for refund of the total paid amount along with interest and compensation.

The respondents in their response and in their supplementary reply have stated that the 'Sarvodaya City Project' is a big project of 420 flats involving construction of 7 (seven) towers having 16 (sixteen) floors in each tower. That the entire land for the project comprising 125 Kathas was acquired by the respondent from his own resources. That the land owners handed over the possession of the land after a long delay. That there was delay in sanction of the building plan due to order passed by the Hon'ble Patna High Court in a different matter. That on several occasions construction work had to be stopped on account of shortage of sand in the market. That the construction work was stopped by the Environment Authority in September, 2016 consequent to the order of the National Green Tribunal, Kolkata Bench. That the respondent has been making endeavours to complete the building but the purchasers are not paying installments, and the complainants have

failed to comply with the terms and conditions of the agreement for sale.

I have gone through the records of this case, the complaint petitions, the rejoinders of the respondents as well as supplementary replies filed by the respondents. I have heard all the three complainants in person and the Advocate as well as the Managing Director of the Respondent Company.

It is clear that the complainants have separately signed agreements for sale with the Sarvodaya Marketing Pvt. Ltd. Company through its Managing Director, Shri D. N. Singh wherein the Sarvodaya Marketing Pvt. Ltd. Company has specifically stated that they have purchased the land and that the building plan has been sanctioned by the competent authority and also that the Company has taken over the possession of the land and is going to start the work from January 2013 onwards. It is also categorically mentioned in the agreement for sale

that the Company shall hand over possession of the flats on or before January, 2016 with a grace period of six months except in case of strike, lockout, earthquake, flood, natural calamities including restrictions imposed by the authorities concerned. That in case, the company fails to hand over possession of the flats within the stipulated period (31<sup>st</sup> July 2016) interest @12% per annum would be paid and that the payment of interest will be effective from 1<sup>st</sup> August 2016. It is also mentioned that if in any circumstance the project is abandoned then the Company shall refund the entire paid amount within six months with interest @12%.

It is clear from the agreement of sale that the respondents cannot claim that there was delay in the purchase of land or that there was delay in getting possession of the land or that there was delay in sanction of building plan since in all the agreements for sale between the Company (Respondent) and the

complainants made in February-March 2013 it is mentioned that the land has been purchased and it is in possession of the Respondent and that the plan has also been sanctioned. It is also clear that the order of the National Green Tribunal, Kolkata was in September 2016 whereas, the handing over of flats were supposed to be over by 31<sup>st</sup> July 2016 after the expiry of the grace period. This leads one to the inescapable conclusion that the respondent has indeed failed to meet the obligations cast upon him. The respondent claims that he is making sincere efforts to go ahead with the project and getting fresh funds, however, it is admitted that the respondent is still not in a position to give possession of any flat to these complainants and is also unable to complete the project of Sarvodaya City in the near future.

The complainants do not want to wait endlessly for delivery of flats and are aggrieved by the respondent's non-compliance of the terms and conditions of the agreement for sale and the respondent's failure to give



possession of flats till date. As such, the aggrieved complainants are entitled to refund of the amount paid by them along with interest.

Upon hearing the complainants, the Lawyer of the respondent and the Managing Director of the respondent company, and, after going through the records of the case and in view of the discussions above, I order that the Respondent shall refund the full amount deposited by the complainants along with interest at the MCLR of State Bank of India plus 2% from the date of the deposits till the date of actual refund to the three complainants. These payments should be made within 60 days of this order. I am not enforcing the rate of 12% interest from 1<sup>st</sup> August 2016 which is mentioned in the agreement for sale so as to encourage and enable the builder to complete the project expeditiously and in the interest of those consumers who are waiting for completion of the project and the delivery of their flats, and also in view of the assurance by the Managing

Director of the Company during hearing on 19.6.2019 that they are making serious efforts to get fresh infusion of funds and expedite completion of the project.

On the issue of compensation, that has also been claimed by the Complainants, the Complainants may, if so advised, file a complaint before the Adjudicating Officer, RERA, Bihar vide Section 31 read with Section 71 of the Real Estate (Regulation and Development) Act 2016 and under Rule 37 (1) of the Bihar Real Estate (Regulation and Development) Rules 2017.

Sd/-

**(Afzal Amanullah)**

Chairman

I agree.

Sd/-

**(R. B. Sinha)**

Member

REAL ESTATE REGULATORY AUTHORITY (RERA, BIHAR)

RERA Case No. CC/35/2018, CC/49/2018 & CC/54/2018

Before the Bench of Mr. Afzal Amanullah, Chairman, RB Sinha and Dr. S.K.

Sinha, Members

Tribhuwan K. Chaudhary, Satyendra N. Dwivedi & Nisha

Jha....Complainants

Vs

M/s Sarvodaya Marketing Pvt. Ltd.

... Respondents

Present: For the Complainant

- In Person

For the Respondent

- Mr. Bhola Shankar,

Advocate

- Mr. D.N. Singh, M.D.

**ORDER**

**03-07-2019**

1. Mr. Tribhuwan Kumar Chaudhary, a resident of 59, LIC Colony, Kankarbagh, Patna-800020, Mr. Satyendra Nath Dwivedi, a resident of Flat No. 302, Majestic Plaza, West Boring Canal Road, Patna-800016 & Ms. Nisha Jha, a resident of 32/2 Shipra Suncity, Indirapuram, Ghaziabad each have filed a separate complaint petition in August, 2018 under Section-31 of the Real Estate (Regulation and Development) Act. 2016 against M/s Sarvodaya Marketing Pvt. Ltd. for refund of their deposits along with interest and compensation. As these cases were of similar nature and related to the same project of the promoter, the Bench decided to club them together so as to expedite the hearing and disposal of the cases.

**Complaint of the Complainant:**

(a) Mr. Tribhuwan Kumar Chaudhary in his complaint petition, has stated that he had paid a sum of Rs. 2,00,000/= (Rupees two lacs only) for booking a 2 BHK flat -C/603 on 6<sup>th</sup> floor in Block D Phase-1, Admeasuring 1201 square feet in the proposed project Sarvodaya City of the promoter, M/s Sarvodaya Marketing Pvt. Ltd. in December, 2011 and requested the Managing Director of the respondent company, Mr. D.N. Singh to sign the Agreement for Sale, but they kept on delaying on one protest or the other and finally got the registered agreement done on 07/02/2013. According to the Agreement for Sale, the respondent company was required to hand over possession of the apartment in January, 2016 with a grace period of six months. He claimed that he had paid Rs. 8,07,234/- till August, 2013 against the total consideration of Rs. 26,13,376/- (Rupees twenty six lacs thirteen thousand three hundred and seventy six only). However even work in super structure advanced 5% & in foundation 20% of work in the project has been completed though seven years have passed although the payment done was less than 30% of the project value of the flat. He suspected that the builder has diverted the funds and requested for refund of the principal amount along with interest at suitable rate, so that he could be compensated for the inordinate delay in the construction of the project.

(b) Mr. Satyendra nath Dwivedi, S/o late G.N. Dwivedi and Ms. Usha Dwivedi, W/o Mr. S.N. Dwivedy, have filed a complaint petition against M/s Sarvodaya Marketing Pvt. Ltd. for refund of the deposit along with interest and compensation. He stated that he had booked a flat no. B/702 on the 7<sup>th</sup> floor in Block no. A-4, Phase-1, admeasuring 1423 square feet in the project Sarvodaya City of the promoter, M/s Sarvodaya Marketing for tht total consideration of Rs. 28,49,559/-. He stated that he paid Rs. 14,25,000/- between 9<sup>th</sup> July, 2011 and 8<sup>th</sup>

August, 2013 and enclosed the money receipts along with the complaint petition, which is approx.. 50% of project value of his flat.

As per the registered Agreement of Sale entered into by the Developer along with complainant dated 16<sup>th</sup> February, 2013, the promoter had stated that the buildings map/plan of the project had been approved by the empaneled Architect vide plan case being 16909/31/R-17-01/12/12/2012 and had agreed to hand over the apartment on or before January, 2016 with six months grace period. In case the builder fails to hand over possession of the flat within stipulated period i.e. 31<sup>st</sup> July, 2016, the interest will be paid @12% per annum to the complainant on the paid amount with effect from 1<sup>st</sup> August, 2016.

He has sought refund of Rs. 14.25 lacs along with compound interest @18% from the date of payment till the date of refund. He has also sought refund of registration amount of Rs. 57,100+Rs.929=Rs. 58,029 and a compensation of Rs. 10.00 Lacs for the mental torture and mental/physical harassment. However this bench cannot decide the compensation as complainant did not file in form- 71. He has also sought interim orders for restraining the promoter from alienating, encumbering, transferring or creating third party interest on the project Sarvodaya City and 40 decimal additional land at Adampur Phulwarishariff, Patna. When he is willing to withdraw, it is not meaningful.

(c) Ms. Nisha Jha has filed a complaint petition under Section 31 of the Real Estate (Regulation and Development) Act. 2016 stating that she had booked a 1423 square feet super built up area apartment no. 202/B on 2<sup>nd</sup> floor in Block A/3 of the project Sarvodaya City in 2011 for the total consideration of Rs. 26,25,825/- (Cost of the flat with parking space- Rs. 22,41,225+EDC & IDC- Rs. 2,84,600+ Other Charges- 1,00,000/-). She stated that she had paid Rs. 23,00,000 in between August, 2011 and February, 2013. The respondent company

had agreed to hand over the apartment on or before January, 2016 with grace period of 6 months. In case the builder fails to hand over possession of the flat with the stipulated period i.e. by 31<sup>st</sup> July, 2016. The interest was required to be paid @ 12% per annum to the complainant on the paid amount with effect from 1<sup>st</sup> August, 2016. However, the respondent company has not handed over the flat as committed in 2016. Even the extended time period i.e. end of the grace period 2016 has also elapsed. She has asked for refund of the principal amount along with interest and compensation. She has submitted a copy of the registered Agreement for Sale along with copies of receipts of Rs. 23.00 lacs paid by her during August, 2011 to February, 2013, which is more than 85%.

**Response of the Respondent Company:**

2. The respondent company, M/s Sarvodaya Marketing Pvt. Ltd through its Managing Director, Mr. D.N. Singh, in similar response to all notices, have stated in August, 2018 that the company has started a mega project in the year 2009-10 under the name and style of Sarvodaya City to provide quality housing to the buyers. The aim of the company was to buy land on its own and construct seven towers having sixteen floor in each tower consisting of more than 400 flats.

3. The respondent company claimed that they faced lots of hurdles from initial stage on the entire land where the apartments were being constructed. He stated that the entire land, on which the project was being constructed, had been purchased by the respondent from their own resources, which comes 30-35% of total project value. They stated that there was delay in sanction of building plan by the municipal authorities on account of orders passed by the Hon'ble High court in PIL (Narendra Mishra Vs. State of Bihar and Ors) and CWJC No 8153/2013 which further delayed the construction of the project. They further stated on several occasions the construction work was stopped on account of shortage of building materials like sand etc. In 2017-18

the State government banned for 6-7 months excavation and introduced new policy for sand mining which caused huge shortage of sand in the market and also led to price hike, as there is escalation clause in the Agreement done with the party, construction cost increased to be even (bear) by the consumer too. Further Hon'ble National Green Tribunal, Kolkata Bench passed order for stoppage of construction all projects in the State of Bihar, where the project construction area exceeded 20,000 sq. mtr. Of constructed area. As a result, the construction was stopped for several months, as the super built up area of this project is 46,789 sq. mtr. And name of respondent was in the list of stopped work. Further, respondent's learned counsel stated that 4-5 months time taken in granting of Environmental clearance total more than 2 years time wasted in above circumstances as detailed below after Agreement between parties and passing of map.

(1) NGT stopped the work.

(2) Sand excavation banned for 9-12 months due to Government Policy.

(3) Taking Environmental clearance 20-03-2013 to 18-06-2013 i.e. 3 months.

(4) Airport authority clearance.

(5) Much more time taken in Raft foundation being a 16 stories building, total project completion time should be more than 5-6 years.

4. Further, respondent has applied for registration of the project and got registration in RERA, Bihar with completion time 2021 and due to expiry of the map validity period, respondent had to apply for revalidation of Map on dated January 2018 with P.M.C. It proves his intention to complete the work and any request to refund of money prior to RERA declared date will effect the progress of work.

5. The Managing Director of the respondent company also stated that the complainants were required to pay their instalments as per the payment schedule enumerated in the Agreement for Sale and they had repeatedly requested for payment of instalments corresponding to work progress and investment of respondent. However the complainants

refused to pay the instalments, even the progress of work was proportionate and even more than the payment made by the complainants i.e. considering the cost-weightage of land in total project, as approx. 35% (invested by respondent) and constructed work done i.e. Raft foundation 20%-super structure 8% i.e. total approx. 63% work has been completed with respect to all Blocks in construction. He stated that despite all the constraints, wastage of 2 years time the respondent company has already started the construction work at the site and the complainants were themselves at fault as they failed to comply with the terms of the Agreement signed by them. Therefore, they were not entitled for any relief, if wants to withdraw form the project in the midway (Respondent). He stated that he was trying to complete the construction of the building at the earliest, but that would be possible only if the complainants pay their instalments as per terms of the Agreements and corresponding progress. The respondent company has stated that they have been making every possible effort and the project was likely to be completed by March, 2021 as submitted in RERA Registration too.

**Rejoinder by the Complainants:**

The complainants in their separate but similar counter response stated that the statement made by the respondent company in their reply were bundle of lies, false and misleading. They stated and agreed that the land for the project had already been purchased by the promoter and was in possession at the time of signing the Agreement in 2013. Even building plan/map of the said project Sarvodaya City phase-1 was duly approved by the competent authority and it was specifically admitted in the Agreement for Sale signed by the Developer in 2013.

**Hearing:**



6. Hearings were held on 1<sup>st</sup> October, 2018, 25<sup>th</sup> October, 2017, 5<sup>th</sup> December, 2018 and 1<sup>st</sup> March, 2019. All these complaint cases were clubbed during the course of hearing, as they were similar in nature and the project was same. In course of hearing while the complainants themselves defended their cases, the respondent company was represented by Mr. Bhola Shankar, Advocate. In course of hearing, the complainants reiterated their complaint that the Developer had delayed the project inordinately and still there was not commensurate increase in the efforts to complete the project at the earliest, since more than 5 years have passed, since they paid their booking amount. They were not confident about the commitment of the developer to complete the project. They also stated that they had paid significant amount to the builder till 2013. Two complainants had made more than 30% & 50% respectively of the total estimated cost of the project, but not even basic structure of the building was ready. They wished to withdraw from the project and sought refund of the amount paid by them along with the due interest and compensation for harassment and mental agony they have undergone due to lack of efforts on the part of the Developer.

7. The Developer on the other hand, committed that they were increasing their efforts on the project and they were confident that they would be able to complete their project by March, 2021, as per time given in RERA, if these allottees do not withdraw from the project in midway. Accordingly, the promoter/builder was given opportunity to expedite the work and complainants were requested to monitor their progress of the project as the Managing Director of the respondent company had committed to sell a large piece of land to finance the project or try for joint venture in want of fund, which was to be paid by the allottee. However, there was no perceptible improvement observed by the complainants in the progress of the project even after three months (December, 2018 to March, 2019) on the date of next hearing

on 1<sup>st</sup> March 2019. Thereafter, all complainants expressed their desire to withdraw from the project and sought refund of the amount deposited by them along with interest and compensation. Though RERA being a regulatory authority for development of projects too and it is a proved fact that if allottees withdraw from their ongoing project in mid-way, it will effects the future of other allottees and effect progress of work, but with the view that progress of construction is more than their payment done by complainant i.e. 35% investment made in the project by the respondent, as well as allottee did not follow the norms of Section 19(6)\_ under Section 3 of RERA Act. For payment as per the progress.

**Issues for consideration:**

8. (i) There is first issue under consideration of the Bench i.e. whether there was inordinate delay in the construction of the project. The consumers are not expected to wait endlessly for completion of the project. There was no doubt that in this case there was inordinate delay in construction of the project. The only issue to examine was whether there were valid reasons for the delay in construction of the project or the allegations of the complaints were correct and they were justified in withdrawing from the project. It is apparent from the records that the complainants Tribhuvan Kumar Chaudhary, Satyendra Nath Dwivedi has paid 30%- 50% respectively and Ms. Nisha Jha had paid approx. 85% to the respondent during the period September, 2011 and July, 2012. Here, one Ms. Nisha Jha the complainants have already paid significant amount which ranged approx. 85% of the estimated cost, more than five years ago. The construction work has not advanced proportionately to 85% but approx. 60% cannot be denied. Further arguments given by the respondent company are also genuine, except delay in their map and building plan approval due to orders of the Hon'ble Patna High Court in the PIL reasons submitted by the

respondent for delay of time more than 2 years seems to be justified or not?

It has been brought to the notice of the Bench that it was not a PIL but CWJC No. 8152/2013 (Narendra Mishra Vs State of Bihar & Ors) in which the Hon'ble Patna High Court had passed certain orders on 10/5/2013 restricting the construction of multi-storied apartments beyond eleven meters on roads with width of six meters i.e. 20 ft. However, in this project building height is much more i.e. of 16 storied and time given in agreement is much less than declared i.e. for 16 storied building 6-7 yrs time of completion is technically valid or not in the light of Beware Buyer and promoters declaration i.e. agreement by both.

(ii) Second issue is as per investment by the promoter and progress of the work, complainants should have paid further instalment according to RERA Act Section- 19(6) or not? whether respondent has diverted money to elsewhere? Here cost of land invested by respondent approx. 35% progress of Raft foundation work. 20% super structure done approx. 8% i.e. total 63% work was completed with 35% & 50% investment by the two respondent except one who in advance paid 85%.

(iii) Third issue of consideration is whether withdrawal of allottee in midway of ongoing construction when respondent has Registered in RERA with declared completion date 2021 will be reasonably justified in the light of RERA Act and in the interest of other allottee, in the interest of project completion.

9. it has been brought to the attention of the Bench that the respondent company has distorted the facts and misrepresented the information regarding delay in sanction of the building plan by the municipal authorities. As a matter of fact, the first building plan was approved by Certified Architect in 2012, but reason with respect to time factor as sand non-availability (9-12 months) approval from SEIAA as well as NGT stopped work too. As per the Green Tribunal orders to stop

work, in which name of respondent was mentioned. Thus, there was valid reasons for the promoter in delay, and for slow progress of of the project for approx. 2 years. As there was escalation clause in the Agreement between promoter and allottee, effect of cost rise to be shared by both promoter & allottees which effect progress of work too. Hence two years delay is only justified. But time given in Agreement is also questionable.

10. The consumers/allottees cannot be expected wait endlessly for completion of the project. One of the complainants had paid more than 85% of the estimated cost of apartment in 2013 to whereas another complainant had paid 50% and approx. 30% of the cost of the Apartment. It is not certain as to how many more years the promoter/builder would take to complete the 16 stories project. Hence, if a consumer wishes to withdraw from the project in mid-way of ongoing project, themselves, though which is not in the interest of project completion and interest of other allottee where complainant had not paid further instalment asked by the respondent which is against the spirit of RERA Act Section 19 (6) & (7) Hence when complainants are allowed to withdraw than only. Savings bank interest is justified for refund i.e. Considering quantum of loss and gain, principle as per RERA guidelines and in the light of Section 19(6) & (7) RERA Act with respect to duty of allottee.

11. As complainant agreed already that respondent has invested in purchase of land, which is itself more than 30% and quantum of progress i.e. Raft foundation and super structure approx. 30% proves that no fund has been diverted by the respondent i.e. While there was his 30-35% self investment. Hence refund in the midway of construction prior to 2021 (completion date declared in RERA by the respondent) which will cause/affect the completion of project interest of other allottees. Two Complainants who did not pay according to

progress of work though delayed extremely only refund of capital with savings bank interest should be allowed i.e. 4%. Reason behind the that respondent purchased entire land itself evidence of non-diversion of fund by the respondent, hence, for slow progress both complainant and respondent are equally responsible as per RERA Act and complainant diversion of fund paid by them is not valid. Respondent and complainant both executing agreement for 16 storied 7 Blocks project within 3  $\frac{1}{2}$  years time has also on wrong footing.

**DUE TO DIFFERENCE OF OPINION 3 MEMBER BENCH HAS BEEN CONSTITUTED WITH CHAIRMAN AND 2 MEMBERS OF RERA**

Hearing taken up on 19/06/2019 by 3-Members Bench in the Office Chamber of the Chairman, RERA, Bihar.

Heard and gone through the records of the three complainants and the respondent and the learned counsel of the respondent.

**ORDER**

In these cases, notice were issued under Section 3, 12 and 14 (and 19 in one case) of the Bihar Real Estate (Regulation and Development) Act, 2016.

Request of the complainants for refund in mid way of construction on the ground of incomplete work/ not providing possession comes under Section 18 of the Act, 2016 and refund with interest at such rate as may be in the Act i.e. MCLR of SBI plus two percent does not come under the purview of the Authority. Bench in this case. Considering Section 19(6) & (7) and completion date 2021 declared by the Respondent and agreed by RERA in issue of Registration Certificate. I therefore direct to the respondent company to refund the full amount deposited along with the interest @ 4% i.e. saving bank rate from date of deposite to date of payment.to (1) Ms. Nisha Jha (2) Mr. Tribhuwan Kumar Chaudhary (3) Mr. Satyendra Nath

Dwivedi. For other compensation complainant may file complaint before adjudicating Office, RERA, Bihar vide Section 31 read with Section 71 of the Real Estate (Regulation and Development) Act 2016 and under Rule 37 (1) of the Bihar Real Estate (Regulation and Development) Rules 2017.

Sd/-  
**(S.K. Sinha)**  
**Member**