

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar**

RERA/CC/76/2024

Vikrant Vatsa

.....Complainant

Vs

M/s Pari Construction and Developers Pvt. Ltd.

.....Respondent

Project: Bijay Nanda Enclave

Present: For Complainant: Mr. Punit Kumar, Advocate

For Respondent: Mr. Sumit Kumar, Advocate

ORDER

04.05.2026

1. The matter was last heard on 04.12.2025, whereupon, after hearing, the order was reserved and is being pronounced today. Mr. Punit Kumar, , learned counsel, appeared on behalf of the complainant. Mr. Sumit Kumar, learned counsel, appeared on behalf of the respondent–promoter.
2. The case of the complainant is that he is an allottee under the meaning of Section 2(d) of the Real Estate (Regulation and Development) Act, 2016 and is presently in possession of Flat No. 303, 3rd Floor, along with one car parking space in the project namely “*Bijay Nanda Enclave*” situated at Patna. The present complaint has been filed under Section 31 read with Section 17 of the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “the Act”), alleging deficiency in service and non-provision of basic amenities by the

respondent. It is the specific case of the complainant that despite having paid the entire sale consideration and having taken possession of the said flat, the respondent has failed to complete the project in all respects and has not provided essential amenities and services. The deficiencies pointed out by the complainant include non-demarcation of parking space, absence of proper drainage and sewage system, non-provision of firefighting system, incomplete common areas, and failure to form the association of allottees.

3. The respondent–promoter, upon appearance through learned counsel, filed its reply on 13.05.2025 contending that the present complaint is not maintainable and is premature, as it was instituted prior to the expiry of the extended completion period of the project, i.e., 25.09.2024. It is further submitted that the project has since been completed and a Completion Certificate (Form-XII) was duly obtained on 29.08.2024, which has also been placed on record before this Authority. The respondent further submitted that all amenities, specifications, and facilities have been provided strictly in accordance with the Agreement for Sale, Development Agreement dated 16.07.2018, and the sanctioned building plan dated 06.11.2018. It is contended that the parking space has already been demarcated and allotted to the complainant, and that installation of a firefighting system is not mandatory for a G+3 building. The issue of alleged deviation from the sanctioned plan is stated to be beyond the jurisdiction of this Authority and within the domain of the competent

municipal authority. It is also submitted by the respondent that the complainant has been in possession of the flat since 17.11.2021, and any mention of additional amenities such as a community hall in the sale deed was inadvertent and not part of the approved plan or agreements. On these grounds, the respondent has prayed for dismissal of the complaint.

4. The complainant filed a rejoinder controverting the submissions made by the respondent and reiterating the averments made in the complaint. Thereafter, both the parties have filed their respective written notes of arguments along with supporting documents in support of their contentions, which have been taken on record and duly considered by this Authority.
5. Perused the record and considered the submissions made by both the parties.
6. The Bench observes that the Real Estate (Regulation and Development) Act, 2016 is a beneficial legislation enacted with the object of protecting the interests of homebuyers, ensuring transparency in the real estate transactions, and enforcing accountability and discipline upon promoters. From the pleadings of the parties, documents available on record, and submissions advanced by learned counsel for both the sides, the following issues arise for consideration before this Authority:

(i) *Whether the present complaint is maintainable?*

(ii) *Whether there is deficiency in service on the part of the respondent–promoter in providing basic amenities and completing the project?*

(iii) *Whether the complainant is entitled to any relief under the provisions of the Act?*

7. With regard to Issue No. (i), though the respondent has raised a preliminary objection that the complaint is premature as it was filed prior to the expiry of the extended completion period i.e., 25.09.2024. However, it is observed that the complainant is already in possession of the flat since 17.11.2021 and has alleged non-provision of essential services and amenities, which constitute a continuing cause of action. The rights and obligations of the promoter under Section 17 of the Act are not confined only to the period up to completion but extend to ensuring transfer of title along with completion of all common areas and provision of promised amenities. Therefore, the objection regarding maintainability is not sustainable and the complaint is held to be maintainable.

8. With regard to Issue No. (ii), it is observed that claims relating to compensation on account of non-provision of amenities and deficiency in service fall within the exclusive jurisdiction of the Adjudicating Officer under Section 71 of the RERA Act, 2016, as held by the Hon'ble Apex Court in *Newtech Promoters and Developers Pvt. Ltd. vs. State of U.P. & Ors.* (Civil Appeal Nos. 6745–6749 of 2021). However, the grievances raised by the complainant concerning non-completion of works, such as

non-demarcation and non-allocation of parking space, absence of proper drainage and sewage system, lack of firefighting arrangements, incomplete common areas, and failure to form an association of allottees etc., falls within the jurisdiction of this Authority to be examined in light of the provisions of Sections 14 and 17 of the Act. The respondent has placed reliance upon the Completion Certificate (Form-XII) dated 29.08.2024 and contended that all works have been completed in accordance with the sanctioned plan and Agreement for Sale. Upon consideration, this Authority is of the view that mere issuance of a Completion Certificate does not absolve the promoter of its statutory obligations to ensure actual and functional provision of promised amenities and services to the allottees. The obligations of the promoter extend beyond structural completion and include ensuring operational readiness of essential services such as drainage, sewage, and common facilities etc.. With regard to the firefighting system, the contention of the respondent that the same is not mandatory for a G+3 building does not appear to be acceptable as the requirement of obtaining a No Objection Certificate from the Fire Department does not absolve the promoter from its prime responsibility of installing the basic firefighting arrangement for ensuring safety of the residents of the impugned project. In addition to the above, other deficiencies relating to drainage, completion of common areas, and formation of an association of allottees remain statutory obligations under the Act required to be fulfilled by the promoter concerned. Further, Section

11(4)(e) of the Act mandates the promoter to enable the formation of an association of allottees within the prescribed time, which admittedly has not been complied with in the present case. Accordingly, the respondent–promoter remains liable, to the extent of the deficiencies observed in respect of non-completion of the aforesaid services, and such liability is not absolved either by the issuance of the Completion Certificate or by the complainant having taken possession of his respective unit in the impugned project.

9. With Regard to issue No.3 pertaining to Relief, it is observed that in view of the findings above, this Bench is of a considered view that there exists deficiency on the part of the respondent–promoter to the extent of incomplete provision of essential services and non-compliance of statutory obligations. Accordingly, the respondent–promoter is hereby directed to ensure the following:

(a) To ensure completion of all pending works relating to common areas, drainage, sewage system, and other basic amenities in the project within a period of 60 days from the date of this order;

(b) To duly demarcate and hand over the parking space, if not already done, in a clear and identifiable manner within 30 days from today;

(c) To take necessary steps for formation of the Association of Allottees/Society in accordance with Section 11(4)(e) of the Act within a period of 60 days from the date of issue of this order;

(d) To hand over all relevant documents, plans, and common areas to the Association of Allottees after its formation as per law within a period of 60 days from today.

However, the Complainant is at liberty to press the claim of compensation before the Adjudicating Officer in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016.

With these observations and directions, the matter is accordingly disposed of.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar

