

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/170/2018

Meera Gupta.....Complainant

Vs

M/s Agrani Homes Pvt. Ltd.Respondent

Project: IOB Nagar Block-J.

INTERIM ORDER

29/07/2022

The matter was last heard before the Double Bench along with batch cases on 27.01.2022 and posted for order on 03.03.2022. However, the order could not be passed due to pre-occupation of the Bench in other matters and therefore the order is being passed on this date.

The case of the complainant is that she booked a flat in the project bearing flat no. 302 for a total consideration of Rs. 26,90,750/-. An agreement for sale was executed between the complainant and the respondent company on 22.07.2017 and as per the terms of the agreement, the possession of the flat was to be handed over by December 2017 with grace period of 6 months. The complainant has stated that a sum of Rs. 10,54,778/- in total has been paid by her and has alleged that roof of 6th floor is yet to be casted and a lot of work is pending to be completed in the project. The complaint has been filed for issuing directions to the respondent company for payment of rent amount to the complainant since January 2018 till handing over of possession, interest @18% on the deposited amount since August 2017, and completion of the project in time bound manner.

The complainant has placed on record copy of agreement for sale dated 22.07.2017 and money receipts dated 18.08.2017 and 08.09.2017 issued by the respondent company against payment of Rs. 3 lakhs and Rs 2 lakhs respectively.

No specific reply has been filed by the respondent company. However, the MD of the respondent company Mr. Alok Kumar has been present during the hearing and made oral submissions.

During the course of hearing, the Bench was informed that 39 allottees out of 40 allottees have formed an association and after discussion with the MD of the respondent company, they want the promoter to complete the construction of the Block.

On 27.01.2022, the learned counsel representing the association of allottees submitted before the Bench that the allottees including the complainant are ready to co-operate with the company in completing the project and therefore prayed for issuing direction to the respondent company to expedite the work in the project. On the other hand, Mr. Alok Kumar, MD of the respondent company submitted that only 30% of work is remaining in the project and further requested for issuance of direction to the allottees to clear their dues. The respondent company also sought leave of the Bench to cancel the allotment if the allottees do not make the payment in light of section 11 of the Act, 2016.

The Authority observes that in the application for complaint, the complainant has stated that she has paid sum of Rs. 10,54,778/- out of the total consideration amount but no evidence has been filed of making such payment or any money receipts issued by the respondent company against such payment. On perusal of the agreement, it is clear that Rs 5,54,778/- has been paid by the complainant at the time of booking of the flat. It is for the respondent to satisfy itself that that Rs. 10,54,778/- has indeed been paid by the complainant.

The Authority recalls that it had given directions in a number of complaint cases pertaining to IOB Nagar, J Block that the respondent would hand over the possession of the flats with all amenities as promised in the prospectus/ agreement for sale by 31/07/2022 failing which the respondent would be liable to pay a fine of Rs. 10,000/- per day of the delay. This would be applicable for those cases where the allottee has paid the entire consideration amount as per the agreement to sale.

The Bench takes note of the submission of both the parties. The Bench notes that the complainant has not paid the entire consideration amount and has only paid a sum of Rs. 10,54,778/-.

Hence the complainant is directed to intimate whether the remaining dues to the respondent company as per the payment schedule provided in the agreement for sale has been paid and whether she has fulfilled her obligations as per section 19(6) of the Real Estate (Regulation & Development) Act, 2016.

The respondent company is directed to intimate the status of handing over the possession of the flat with all amenities as promised in the prospectus/ agreement for sale.

So far as the issue of disbursal of loan by the Bank is concerned, the allottee may also indicate the present status and whether a specific letter has to be issued to the bank .

Put up for further hearing on 4.8.2022.

Sd/-

Nupur Banerjee
Member

Sd/-

Naveen Verma
Chairman