

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mr. Naveen Verma, Chairman**  
Case No. RERA/CC/1005/2021

Pramod Prasad Singh.....Complainant

Vs

M/s Sri Anuanand Construction Pvt Ltd.....Respondent

Project: SAI ENCLAVE

**ORDER**

**24-1-2022**        The matter was last heard on 17-01-2022.

The case of the allottee is that he had booked a 3 BHK flat bearing flat no. 606 having super built up area of 1600 sq ft; and a registered agreement for sale was executed on 08-12-2015 according to which the flat was to be completed in 2 years and 6 months. Against the total consideration amount of Rs. 40 lacs, the allottee has paid 66.3% i.e., Rs. 26,52,000/- by 21-12-2015 by obtaining home loan from Canara Bank. The allottee has alleged that the promoter has failed to hand over the flat within the agreed time frame; and that interest amount of Rs. 4,95,933/- has been paid by him to the Bank till September 2021. The allottee has filed the complaint praying for handing over of the possession of the flat as per the registered agreement for sale, Rs. 10 lacs by way of compensation for the loss incurred, Rs. 50,000/- as litigation cost; interim relief in the form of payment of monthly rent of Rs. 25,000/- per month starting from May 2018 till handing over of the possession and interest @18% compounded every month over loan amount of Rs 20 lacs from January 2016 till handing over of the possession.

The allottee has placed on record agreement for sale dated 08-12-2015, money receipt dated 21-12-2015 for Rs. 7,83,500/-, money receipt dated 15-12-2015 for Rs. 3,83,500/- and money receipt dated 6-11-2015 for Rs. 4 lacs.

Reply has been filed by the promoter wherein they have admitted the delay caused in completion of the project and the payment received by the allottee. It has been stated that the delay was caused due to conditions of force majeure and other factors beyond its control over last 5-6 years, including ban on sand mining; mandatory requirement of the National Green Tribunal to obtain clearance as the size of the project was 25,000 sq. mt., flood like situation in the year 2019-2020 and owing to pandemic in the year 2020-2021. It has been stated that the consequent delay in the project not only resulted into loss to the allottees but also to the promoter as they have to complete the project at the old rates.

The learned counsel for the promoter has stated that it would complete the project and hand over the project in six months. Alternatively, the company is ready to refund the entire amount paid by the complainant along with interest at MCLR rate.

During the course of hearing, the learned counsel for the allottee denied the statements made in reply as the flat was to be handed over by June 2018 and there was no situation warranting force majeure at that time. It was submitted that the allottee is willing to pay the remaining dues to the respondent company.

The Bench takes note of the submissions of both the parties. The allottee is directed to pay the remaining due to the promoter as per the agreement for sale and as per Section 19(6) of the Act. The promoter is directed to complete the project and hand over the possession by 17-07-2022 to the allottee as assured by them. The Bench also directs that a penalty of Rs. 10,000/- would be imposed upon the promoter for each day of delay, beyond 17-07-2022..

The allottee is at liberty to approach the Adjudicating Officer for compensation and other relief sought by him.

With these directions and observations, the matter stands disposed of.

Sd/-  
**Naveen Verma**  
**Chairman**