

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

Mrs. Nupur Banerjee, Member

Case No. CC/1011/2021

Babita Devi

...Complainant

Vs.

Titanium Homes Pvt. Ltd.

... Respondent

Project: Girija Society

Present: For Complainant: Mr. Rakesh Roshan, Adv

For Respondent: Mr. U K Chaudhary, Director

ORDER

04.02.2022

This matter was last heard along with batch of cases before the Double Bench on 20.01.2022.

The case of the complainant is that she had booked a duplex bungalow of 2 BHK having Super Built Area of 1080 sq. ft. and made payment of almost 97% of total consideration amount i.e. Rs.29,00,001 (Twenty Nine Lakh and One rupee Only). An agreement for sale was executed on 11.05.2018 was entered into between the complainant and the respondent company and as per the agreement the project was to be completed within 1 year with 3 months grace period. Since there was no development of the project, complainant has prayed for possession of the duplex bungalow with all development of basic and common facilities.

The complainant has filed a copy of agreement for sale dated: 11.05.2018 and a copy of development agreement.

No reply has been filed by the respondent. However, the Director of the respondent company was present on the last date of hearing submitted that the deed for absolute conveyance has been executed and they have handed over the possession to the complainant 2 years back, but Rs.1 lakh is still remaining to be paid by her.

On the last date of hearing the learned counsel of the complainant submitted that she has not submitted the completion certificate and occupancy certificate.

The Director of the respondent company assured that work in the common area would be completed by end of February, 2022.

The Bench notes that the complainant has not filed any evidence regarding how much money has been paid and how much still to be paid nor has she refuted the contention of the respondent that Rs 1 lakh is due from her.

The Bench directs the complainant to immediately pay the remaining amount to the respondent since she is already in possession, failing which penalty would be imposed on her.

The Bench notes the assurance of the respondent and directs the respondent to complete the remaining work till February, 2022, failing, which he would be liable to pay Rs.10,000/- for each day of default. The promoter would also share the completion certificate / occupancy certificate with the allottee.

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)