

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member
Case No. RERA /CC/1045/2020
RERA/AO/305/2020

Vinod Kumar Rajak

.....**Complainant**

Vs

M/s Agrani Homes Pvt. Ltd.

.....**Respondent**

Project: I.O.B. Nagar

01/08/2024

O R D E R

This matter was last heard on 04.03.2024 when the complainant was present and the respondent was absent. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The complainant submits that he booked a flat bearing Flat No. 302 in E-Block at IOB Nagar main phase on 25.12.2012 and, out of total consideration of Rs.30, 66,412/-, which includes service tax, he has paid Rs. 24.92 lakh. The agreement for sale was executed on 07.06.2013 between the respondent company and the complainant.

The complainant as well as other allottees has formed an association and they are completing the remaining work which is about 10%. The complainant submitted that the respondent may be directed to complete the project and handover the flat to him.

The respondent submitted in the reply that delivery of possession will be handed over to the complainant within short time. The respondent also submitted that he is ready to deliver possession of the flat and scheduled date of delivery is being discussed with the committee of the flat owners as they are making payment towards the remaining amount up to 90% of the consideration amount which may help in construction process of the project.

The complainant and other allottees are trying to complete the remaining work, as because the Managing Director of the promoter company has gone to jail and all other money has been freeze by the E.D. Till date, project has not been completed by the builder, delayed by more than five years. So, the promoter is not in a position to complete the work. The construction has been done, only painting and repairing work is required to be done. Anyway, the association will complete the remaining work. The possession was to be given by the builder by 31st December, 2014, but till date project is not completed. After several assurances given by the builder during the last five years project is incomplete. The respondent mentally tortured the complainant during this period. The complainant wants possession of flat at the earliest plus compensation of delayed period @ 18% per annum of the paid amount and also Rs. 6 lakhs towards mental torture.

3. The Bench takes the notes of submission of both the parties and peruses the record.

The Authority observes that the complainant booked a flat bearing Flat No. 302 in E-Block at IOB Nagar main phase on 25.12.2012 and out of total consideration of Rs. 30, 66,412/-, which includes service tax, he has paid Rs. 24.92 lakh. The agreement for sale was executed on 07.06.2013 between the respondent company and the complainant. The complainant as well as other allottees have formed an association and they are completing the remaining work which is about 10%. The construction has been done, only painting and repairing work is required to be done.

The complainant submitted that the respondent may be directed to complete the project and handover the flat to him.

4. In the light of the above observations and also taking into considerations the submissions made on behalf of both the parties and, on going through the materials available on the record, including the agreement for sale dated 07.06.2013, as well as the discussion made above, the Bench hereby directs the respondent company and its other Directors, to hand over the possession of allotted flat to the complainant by completing the project in all respect in accordance with the agreement for sale dated 07.06.2013, as per promise made earlier and as adhered to the sanctioned map and complete the registry work and necessary legal formalities for the said flat, by executing absolute sale deed in his favor within 60 days of issue of this order.

The complainant is further directed to pay the dues remaining amount, if any, in accordance with the agreement for sale dated 07.06.2013 to the respondent, as soon as the possession of the flat is handed over to him.

5. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA Act, 2016.

6. With the aforesaid observations and directions, this case is disposed of.

Sd/-
Nupur Banerjee
Member