

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Double Bench of Mr. Naveen Verma, Chairman and
Mr. S.D. Jha, Member

Case No: RERA/CC/1114/2020

Jai Kumar Singh

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Milky

18.10.2022

21.10.2022

ORDER

This matter was last heard on 11.10.2022

In this matter filed under section 31 of the Real Estate (Regulation and Development) Act, 2016, the allottee states that he booked a flat bearing no: 204 in the project Agrani Milky for a total consideration of Rs.26,59,641/- on 10.07.2012. He has paid Rs. 23,15,967/- out of the total consideration. An Agreement for Sale was executed wherein it was mentioned that the said flat would be completed by December, 2016. However, the promoter did not hand over possession of the flat. Hence, the complaint has been filed instant complaint and prayed for possession of the flat.

The allottee has placed on record copy of agreement for sale dated 14.08.2015, Home Loan Sanction letter dated 15.02.2020 of Rs.10,50,000, money receipt dated 21.06.2019 of Rs.50,000, money receipt dated 08.10.2013 of Rs,2,94,131, money receipt dated 31.08.2012 of Rs.1,94,005, money receipt dated 09.01.2016 of Rs.7,21,836 issued by the respondent company against the payment.

The respondent has filed his reply stating therein that he is ready to handover physical possession to the complainant of Block B and Block C within 30 days and Block A of the aforesaid project is almost 90% completed. Further, the promoter will hand over the physical possession on the condition that the allottees would pay

their remaining consideration. The respondent further stated that the landowner of the project is creating some dispute regarding his share and that the is why the promoter is unable to handover possession to Allotees in Block A, B and C.

On the last date of hearing, the complainant submitted that possession of flat has not been handed over to him as yet. He has filed a petition regarding defects in the electrical wiring and deficiency in civic amenities in the common area.

The Bench notes that despites specific direction for indicating the status of the project on next date of hearing, the respondent failed to appear and file status of the project.

The respondent submitted that if the bank account is unfrozen, he can continue with the work. As the complainant submitted that he has no objection if the account is made operative and the work is started, the Authority has directed that a letter may be sent to the concerned bank to defreeze the Bank account.

The respondent is directed to complete the remaining work in the apartment within 30 days from the date of order, after which the complainant would pay the remaining consideration. Thereafter the respondent is also directed to execute the Sale Deed and hand over possession within thirty days. As the respondent has failed to handover the possession of the flat as per the agreement for sale, the respondent is liable to pay the interest to the complainant for delay at the rate of the MCLR of the SBI for 2 years Plus 2%.

The complainant is at liberty to press his claim for compensation before the Adjudicating Officer.

With these directions, the matter stands disposed of.

Sd/-
S.D. Jha
(Member)

Sd/-
Naveen Verma
(Chairman)