

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs. Nupur Banerjee

Case No. 1418/2020

Om Prakash Sinha.....Complainant

Vs.

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

Project: Sai Enclave

Present: For Complainant: Mr. Satyendra Rai, Advocate

For Respondent : Mr. Rakesh Roshan, Advocate

19/07/2022

Order

The matter was last heard on 20-06-2022.

This matter was filed on 06-09-2020, seeking following below reliefs:-

- I. To direct the respondent to handover the possession of flat and car parking space on the ground floor as per Agreement for Sale along with compensation.

The facts reveal that complainant had entered into Agreement for Sale on 26-07-2016 and as per the agreement for sale, the flat should be handed over within 2.5 years from the date execution of Agreement for Sale with a grace period of 6 months but till date the flat has not been handed over. It has been further submitted that total consideration amount of flat was Rs.14,25,000/- and out of which complainant had paid Rs.15,50,227/-.

The complainant has placed on record Agreement for Sale dated 26-07-2016.

Perused the record of the case. The respondent has filed its reply and supplementary reply and had not challenged the contentions of the complainant and has submitted that delay is not intentional but due to force majeure and prays to grant appropriate time and opportunity to complete the work.

During the last hearing on 20-06-2022, learned counsel for the complainant has submitted that the respondent assured that fitting work has been done within ten days but it has not been done. He further submitted that he had filed the photographs of the project. 100% amount has been paid. He further

submitted that the respondent has not filed the completion certificate and occupancy certificate.

Learned counsel for the respondent has prayed for time to complete the work.

In the light of submissions made and after the perusal of case records and documents placed, the Bench observes that various opportunities was given to respondent to complete the project but till date respondent has not completed the same, hence, Bench directs respondent to pay the interest as levied in the light of order passed by the Authority on 27-08-2021, failing which coercive action will be taken as per O.21, R.30 of Civil Code Procedure, 1908 read with Section 40 of the Real Estate (Regulation and Development) Act, 2016.

The Bench further observes that it appears from the photographs placed of building that many works in building as well as in flat are still left to be complete, hence, considering the same, directs the respondent to complete all the remaining work of flat with all the facilities and amenities mentioned in the prospectus/ brochure of the project as well as in Agreement for Sale within three months and hand over the possession of the flat to complainant. If the respondent fails to handover the possession of flat with all the facilities and amenities within three months then cost of Rs.2000/- per day would be levied on each day of delay upon respondent.

The Bench also observes that complainant will pay balance sale consideration amount if any due after the issuance of possession letter and accordingly within 10 days of issuance of possession letter, the respondent will execute the Sale Deed in favor of the complainant. The date for registry will be fixed by both the parties mutually.

The complainant is at liberty to press the claim for compensation before the A.O.

With this observations and directions, the matter is disposed off.

Sd/-

Nupur Banerjee
Member