

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
2 nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10, Patna -800023

**Hearing Before the Double Bench of Hon'ble Chairman, Mr.  
Naveen Verma, & Hon'ble Member, Mrs. Nupur Banerjee**

**Case No. :-RERA/CC/1563/2020**

**Pankaj kumar.....Complainant**

**Vs**

**M/s Agrani Homes Pvt Ltd.....Respondent**

**Project: I.O.B Nagar, Block :I**

**06.01.2022**

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**14.01.2022**

**Order**

This matter was last heard before Double Bench on 2.12.2021.

The case of the complainant is that he booked Flat No. – G04 at Ground Floor and an exclusive Car Parking Space in Block I in the Project, namely, 'I. O. B Nagar' having Super Built-up area measuring 1300 sq.ft. for total consideration of Rs.31,21,050 (Rupees Thirty One Lakh Twenty One Thousand Fifty only) inclusive of Service Tax Rs. 93,550 (Rupees Ninety Three Thousand only). Agreement for Sale Deed was executed on 23.08.2014. As per the complaint petition filed, the complainant has paid the total consideration i.e, Rs. 31,21,050 but all the documents to corroborate the same has not been filed by the complainant. As per the

document annexed he has stated that he has paid Rs.25,79,458 (Rs.12,79,458 by Cheque, NEFT, and RTGS and Rs.13,00,000 by loan) The complainant approached the respondent concerned several times to inquire about the latest development regarding his Flat in question but no satisfactory response was given by the Respondent. The complainant gave several reminders to the office of the Respondent to settle his physical possession over the Flat in question but no step was taken by Respondent for redressal of his grievance. Therefore the complainant has filed the case praying for handing over the Completion Certificate and physical possession of flat with distinct Flat No., demarked Floor and Boundaries of the Flat and execute Absolute Sale Deed in favour of the Complainant against the Flat, along with compensation and litigation cost.

The complainant has placed on record A photocopy of the Agreement for Sale Deed dated 23/08/2014 along with money receipts dated 26.02.2019, Copy of Aadhaar card, Bank Account Statements, Loan Account Statement, and Cheques dated 08.01.2014, 14.01.2014

Perused the records. The respondent has not filed any written reply.

On the last date of hearing dated 02.12.2021 learned counsel Mr. Rakesh Kumar, representing association of allottees supported the contention of Mr.

Alok Kumar, M.D of the respondent company in his affidavit of 25-11-2021.

The MD further submitted that they had changed the bank account and had opened new account in ICICI Bank, Boring Road branch in Nov, 2021. The Bench noted that as no one opposed the submissions the respondent was directed to file an application as prescribed with bank statement so that outstanding balance should be transferred to new account before the Registration Wing informing that they have separated the account detail of 'T' block as per the direction of full bench.

Further, the Bench directed the respondent to file certified ledger account as of 01<sup>st</sup> November,2021 pertaining to 'T' block and also inform the registration wing of the same and on the submissions of same, the Registration Wing will notify the new account on the website. The Bench also directed the respondent to hand over the possession of flat to complainants within 6 months and in case of default, they would be liable to pay Rs.10,000/- for each day of default.

On the plea of relaxing restriction on the sale of unsold flats, the Bench observed that its direction to Mr.Alok Kumar, MD of the respondent company to file specific affidavit with the submissions regarding list of unsold flats and also the flats in respect of which registration is pending; a bar chart explaining how construction will be completed within 6 months; and a

complete list of sold and unsold flats within 2 weeks have not been complied with by the respondent company. Therefore a token penalty of Rs 25,000 (Twenty Five Thousand Only) is imposed upon the respondent company for violating the directions of the Bench to be paid within a week of issuance of the order.

Having heard the submissions of both the parties the bench hereby directs the allottee would make the balance payment of the consideration amount to the promoter who would then complete the flat and hand over possession to the complainant. The Bench reiterates its previous direction to the respondent company and their Director to hand over the possession of flat to complainant within 6 months and in case of default, they would be liable to pay Rs.10,000/- for each day of default. The Bench also directs the promoter to file certified ledger account as of 1<sup>st</sup> November,2021 pertaining to 'T' block and also inform the registration wing of the same.

So far as claim of compensation is concerned, the complainant is at liberty to approach the Adjudicating Officer.

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

Sd/-

**Nupur Banerjee**  
**( Member )**

Sd/-

**Naveen Verma**  
**(Chairman)**