

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/1714/2020

Baijoo Mistry.....Complainant

Vs

M/s Agrani Homes Pvt. Ltd.Respondent

Project: IOB Nagar Block-J.

ORDER

23/06/2022

The matter was last heard before the Double Bench along with batch cases on 27.01.2022. The matter was thereafter wrongly listed before the Learned Single Bench on 31.05.2022 and posted for order on 23.06.2022 before the Double Bench.

The case of the complainant is that he booked a flat in the project bearing flat no. G-03 on Ground Floor, the total consideration of which was Rs. 22,54,578/-. An agreement for sale was executed between the complainant and the respondent company on 18.09.2013 and as per the terms of the agreement, the possession of the flat was to be handed over by December 2015 with grace period of 6 months. The complainant has stated that a sum of Rs. 18,62,231/- has been paid by him against the total consideration amount but the respondent company has failed to handover the possession of the flat within the stipulated timeframe. The complainant has therefore filed the case praying for handing over of the possession of the flat with full amenities, interest on the deposited amount for the delay caused and also compensation for mental harassment and the monthly rent amount being incurred by the complainant.

The complainant has placed on record copy of agreement for sale dated 18.09.2013.

No specific reply has been filed by the respondent company. However, the legal representative of the respondent company Mr. Satwik Singh and the MD of the respondent company Mr. Alok Kumar has been present during the hearing and made oral submissions.

During the course of hearing, the Bench was informed that 39 allottees out of 40 allottees have formed an association and after discussion with the MD of the respondent company, wanted to complete the construction of the Block. The learned counsel representing the association prayed before the Bench for granting extension of registration for further six months beyond extended period of 15.07.2021. The prayer was not allowed however the association was suggested to apply for registration afresh with detailed plan for the project.

On 27.01.2022, the learned counsel representing the association of allottees submitted before the Bench that the allottees including the complainant are ready to co-operate with the company in completing the project and therefore prayed for issuing direction to the respondent company to expedite the work in the project. On the other hand, Mr. Alok Kumar, MD of the respondent company submitted that only 30% of work is remaining in the project and further requested for issuance of direction to the allottees to clear their dues. The respondent company also sought leave of the Bench to cancel the allotment if the allottees do not make the payment. Accordingly, direction was issued to the allottees including the complainant to make the payment of the outstanding dues failing which their allotment would be cancelled in the light of section 11(5) of the Act, 2016.

The Authority observes that in the application for complaint, the complainant has stated that he has paid sum of Rs. 18,62,231/- out of the total consideration amount but he has not filed any evidence of making such payment or any money receipts issued by the respondent company against such payment. On perusal of the agreement, it is

clear that Rs. 4,85,199/- has been paid by the complainant on 09.06.2013 and 03.07.2013 vide cheques. It is for the respondent to satisfy itself that that Rs 18,62,231/- has indeed been paid by the complainant.

The Authority recalls that it had given directions in a number of complaint cases pertaining to IOB Nagar, J Block that the respondent would hand over the possession of the flats with all amenities as promised in the prospectus/ agreement for sale by 31/07/2022 failing which the respondent would be liable to pay a fine of Rs. 10,000/- per day of the delay. This would be applicable for those cases where the allottee has paid the entire consideration amount as per the agreement to sale.

The Bench takes note of the submission of both the parties and directs the respondent to hand over the possession of the flat with all amenities as promised in the prospectus/ agreement for sale by 31/07/2022. The complainant is directed to fulfil his obligations as per section 19(6) of the RERA Act, 2016 and make the payment of the outstanding dues, if any. If there is any delay in handing over possession thereafter, the promoter would pay a penalty of Rs 5000/- for each day of delay.

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

With this direction and observation the complaint case is disposed of.

Sd/-
Nupur Banerjee
Member

Sd/-
Naveen Verma
Chairman