

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

Mrs Nupur Banerjee, Member

Case No. RERA/CC/1770/2020

Navneet Sharan.....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. 405 for a total consideration of Rs. 23,61,882/-. An agreement for sale was executed on 12.05.2016 according to which the possession of the flat was to be handed over by December 2016. The complainant has stated that a sum of Rs. 19,04,859/- has been paid by him 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 12.05.2016 and copies of money receipts issued by the respondent company against payment of Rs 4.51 lakhs.

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 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. Mr. Alok Kumar, MD of the respondent company had submitted that only 30% of work is remaining in the project but a number of allottees are yet to pay the consideration amount.

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 penalty of Rs. 10,000/- for every day of delay. However, the allottees would have to pay the consideration amount as per the schedule given in the agreement to sale.

The Authority observes that in the application for complaint, the complainant has stated that he has paid sum of Rs. 19,04,859/- out of the total consideration amount whereas in the agreement for sale, it is stated that Rs. 4.51 lakh has been paid by the complainant at the time of booking starting from 01.02.2013. The Bench also notes that the complainant has produced money receipts against payment of Rs. 4.51 lakhs only.

The complainant is directed to ensure that the entire payment of the consideration amount is paid to the respondent company as per the payment schedule if he wishes to take possession of the flat.

The Bench 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 after the allottee makes the payments as per section 19(6) of the RERA Act, 2016. The allottee may press his claim for interest on delayed possession after the outstanding dues are cleared and the apartment is handed over to him.

The complainant is at liberty to press for other claims which fall in the nature of compensation before the Adjudicating Officer.

With these directions and observations the complaint case is disposed of.

Sd/-
Nupur Banerjee
Member

Sd/-
Naveen Verma
Chairman