

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Telephone Bhavan, Patel Nagar, Patna-800013.

Before the Single Bench of Mr Naveen Verma, Hon'ble Chairman

Case No. CC/1446/2020

Sameer Anand and others (substituted for Shri Kumud Jha, since deceased)

.....Complainant

Vs

M/s Technoculture Building Centre Pvt Ltd.....Respondent

Project: VastuVihar, Phase -4

ORDER

7-2-2022

The matter was last heard on 31-1-2022. The Bench was informed that the original complainant had left for his heavenly abode. The Bench accepts the substitution petition which was filed by the learned counsel for the complainant to substitute the original complainant with Sameer Anand and two others.

The case of the complainants is that they booked a flat no. 101 in the project measuring 816 sq. ft; and a registered agreement for sale was executed on 09/09/2014. and as per the agreement, the total cost of the flat was Rs. 15,12,500/-. It is submitted that against the total consideration amount of Rs. 15,12,500/- , they have paid Rs. 13,88,918/- for which money receipts were issued. The complainant has alleged that as per the agreement, the flat was to be handed over by November 2015 but till date the possession has not been handed over. The complainant has further alleged that he availed home loan from LIC Housing Finance for which EMI is being paid. The complaint has been filed praying for handing over of possession with all the amenities, payment of EMI or rent from date of delivery of the flat i.e. November 2015, compensation for the delay caused.

The complainant has placed on record agreement for sale dated 04-03-2013 and registered agreement for sale dated 09-09-2014, money

receipt no. 2910 dated 16-10-2012 for Rs. 30,000/-, money receipt no.918 dated 11-06-2015 for Rs. 8,21,418/-, money receipt no. 384 dated 09-07-2018 for Rs. 2,00,000/-, money receipt no. 498 for Rs. 22,000/-, money receipt dated 14-4-2014 for Rs. 39,500, money receipt no. 2336 dated 18-7-2012 for Rs. 25,000/-, money receipt no. 2396 dated 26-07-2012 for Rs. 76,000/-, money receipt dated 11-8-2012 for Rs. 1,50,000/- and money receipt no. 2779 for Rs. 25,000/-, totaling to Rs. 13,88,918/-.

No reply has been filed by the respondent company but the learned counsel for the respondent company was present on all the dates of hearing and has opposed the submission of the complainant.

During the course of hearing, the learned counsel appearing on behalf of the complainant raised various issues such as delay in providing completion certificate and possession certificate, change in map, installation of lift from first floor instead of ground floor. The complainant further alleged that there has been a delay of 6 years and therefore the respondent company is bound to pay interest and compensation for the delay caused.

On the contrary, the learned counsel for the respondent company has submitted that the flat is almost ready. The counsel for the respondent company submitted that flat was offered to the complainant but the complainant refused to accept it. The respondent company further submitted that they are ready to register the flat in favor of the complainant provided full payment is made by the complainant. The Bench was also informed that efforts for amicable settlement between both the parties were made but were futile.

During hearing the learned counsel for the complainant submitted that since interest is due to them, the promoter should execute the deed of conveyance without pressing for the remaining payment.

The Bench takes note of the submissions of both the parties and admittedly some amount of money is still to be paid by the allottee. It observes that Section 19(6) of the Real Estate (Regulation & Development) Act, 2016 casts an obligation to the allottee to make the payment to the respondent company as per the stipulated time frame. Whereas, under section 11 of the Act, duty is casted upon the respondent company to handover the possession of the flat on time and also furnish

copies of completion certificate, occupancy certificate and possession certificate to the allottees. The allottee also has a right under the Act to claim compensation, but that would have to be filed before the Adjudicating Officer.

The Bench observes that no payment has been made by the complainant after 2018 and hence directs the complainant to make the payment of the dues amount to the respondent company and press their claim for interest and compensation before the Adjudicating Officer.

The Bench directs the respondent company to provide the completion certificate, possession certificate and approved map to the complainant and register the flat after receiving the entire payment from the complainant. The respondent company is also directed to ensure that full facilities and amenities are provided as enumerated in the prospectus / brochure and agreement to sale and any deviation would attract action under Section 18 of the Act.

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

Sd/-
Naveen Verma
Chairman