

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/19/2018

Manju Sahay (substituted in place of deceased Sudhir Ranjan Sahay
&Ors.....Complainant

Vs

M/s Brahm Engineers & Developers Pvt Ltd.....Respondent

Project: Sri Janaki Bhawan

ORDER

7-2-2022

The matter was last heard on 21-1-2022. The complainants had filed an Interlocutory application to substitute Manju Sahay in place of Sudhir Ranjan Sahay, complainant no.1 who has since left for his heavenly abode. Substitution petition allowed.

The complainants are landowners of the land measuring an area 33.5 decimals, Tauzi No. 388, Thana No. 7, Khesra No. 1944, Khata No. 42, Plot No. 1944, situated in Mohalla Sadhanapuri, Thana code 131, Survey Mauza-Dhakanpura, old P.S Phulwarisharif and at present Thana Gardanibagh in the town and District at Patna upon which the project is being developed. The complainants entered into a development agreement with the respondent company on 15-09-2011 to develop the aforesaid land and to construct at its own cost a multi-storied residential building complex and other allied development work as per the plan of the aforesaid land after obtaining prior sanction of the building map/Plan from the competent authority i.e., Patna Municipal Corporation on conversion basis. The complainants have stated that the respondent company has paid Rs. 10 lakhs in two instalments to each of the 4

complainant who are landowners of the land in question. As per the agreement, it was agreed that the value of the debris of the building i.e., Rs 2 lakhs would be divided between land owners and the respondent company. It was further agreed that the company shall pay rent to the complainants from the date of demolition of their present houses till the completion of the building and handing over their shares. The complainants have stated that the project was to be completed in 3 years with grace period of 6 months failing which the respondent company would be liable to pay rent of Rs. 2000/- per month per flat falling in the share of the complainants by way of compensation.

The complainants have alleged that the respondent company has failed to adhere to the terms of the development agreement and have not completed the project on time. The complainants have further alleged that a number of works has been carried out and completed by the complainants which the respondent company is liable to reimburse. It has also been alleged that the respondent company has failed to pay the rents to the complainants as agreed and the project has been abandoned as there is no monitoring by the respondent company. The complainants have stated that the respondent company has committed breach of trust and have sold the flats falling in their share to allottees who are also facing difficulties. As alleged, the complainants, upon learning that the construction work has been stopped, approached the respondent company but no satisfactory response was provided to the complainant. Thereafter, a legal notice dated 06-02-2017 was issued to the respondent company raising grievances and asking for payment of arrears of rent and completion of the project but the respondent company chose not to reply. Therefore, the complaint has been filed praying for taking strict action against the respondent company.

The complainants have placed on record legal notice dated 6-02-2017 with proof of delivery, deed of share allocation dated 19-01-2012, development agreement dated 15-09-2011, sanctioned plan dated 10-10-2011 issued by Patna Municipal Corporation,

Reply has been filed by the respondent company along with a copy of medical report issued by Shree Sai Nath Hospital, Nawada. In its reply the respondent company has admitted that it has taken money from number of allottees and has not been able to complete the project on time. It has further been stated that Mr. Jagmohan Gautam was suffering from serious health issues and due to paucity of funds the business of respondent company was hampered and the project got delayed. In the reply, the respondent company has denied the averment of the complainants that there was no monitoring from the side of the respondent company. It has been stated that since Mr. Jagmohan Gautam was facing health issues, he could not personally visit the site but his staff used to make frequent visitations. However, it has been alleged that the complainants used to oust the staff of the company and demand sum of Rs.10,000/- to pay salary to the guard. The respondent company has further stated that they are ready to discharge their obligations and complete the flat.

A number of petitions have been filed by both the parties which have been taken on record. The complainants have also filed a supplementary affidavit bringing on record the expenditures incurred by the complainant in constructing flats falling in their share namely- Flat no. 101, 102, 103 and 104.

On the last date of hearing, the MD of the respondent company Mr. Jagmohan Gautam had assured that the remaining work would be completed in 6 months.

The Bench was informed that the respondent company had earlier given an assurance that the entire project would be completed in all aspect by the end of November, 2021.

The complainants have stated that they have completed some work the flat at their own cost and now want reimbursement of the expenses incurred. The respondent company had stated that they would first

complete the project and then settle the issue of reimbursement of expenditure.

The respondent company is directed to settle the issue of reimbursement of expenses incurred on items of work as per the agreed specifications. The complainants would share the details of the work undertaken by them along with the invoices with the respondent company which would then verify these on the basis of their estimates and expected expenditure and making the necessary payments to the complainants who are landowner-allotees.

Both parties would comply with these directions within sixty days of passing of this order.

The Bench directs the respondent company to complete the project and deliver possession with full amenities by 31st August, 2022. If they fail to do so, a fine of Rs. 10,000/- for each day of delay would be imposed.

The complainants are at liberty to press their claim for compensation before the Adjudicating Officer.

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

Sd/-
Naveen Verma
Chairman