

**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. RERA/CC/484/2019**

Shashi Ranjan Singh .....Complainant

Vs

M/s Imperial Foundation Construction Pvt Ltd.....Respondent

Project: ANURAG PLAZA

**ORDER**

**7-2-2022** The matter was last heard on 21-1-2022.

The case has been filed for handing over of the possession of the flat with complete work like parking, lift, electricity, drainage, finished water tank as per the agreement. The complainant has also claimed for issuance of instruction to the respondent company to obtain registration from RERA with register the flat failing with the respondent company should be directed to return principal amount with interest with market inflation.

The case of the complainant is that the complainant booked a flat on the 4<sup>th</sup> floor bearing flat no. 403. The agreement for sale was executed between the complainant and the respondent company on 10-12-2015 and the total consideration of the flat as per the agreement was Rs. 40,50,000/-. The complainant has stated that out of the total consideration amount of Rs. 40,50,000/-, the complainant has paid Rs. 37 lakhs to the respondent company. That at the time of the booking of the flat, the complainant paid RS. 10 lacs vide cheque no. 000003 for which money

receipt dated 10-12-2015 was issued, which is also mentioned in the agreement. As alleged, the respondent company has neither completed the flat and handed over the possession to the complainant nor has the company obtained registration from the RERA. The complainant has further alleged that on demand, the complainant paid extra sum of Rs. 25,000/- to one Sanjeev Kumar in account number 20010959534 on 27-9-2018.

The complainant has placed on record Deed of agreement for sale dated 10-12-2015, money receipt dated 10-12-20215 for Rs. 10 lakhs, money receipt dated 5-02-2016 for Rs. 5 lakhs, money receipt dated 22-1-2016 for Rs. 3 lakhs, money receipt dated 22-1-2016 for Rs. 2 lakhs, money receipt dated 24-7-2017 for Rs. 3lakhs, money receipt dated 28-7-2017 for Rs 2 lakhs, money receipt dated 28-12-2017 for Rs. 2 lakhs, two money receipts dated 14-2-2018 for Rs. 1 lakhs each, money receipt dated 04-08-2018 for Rs. 1 lakh, undertaking by respondent company dated 06-06-2018, letter dated 16-09-2018 by complainant, copy of pan card of the complainant.

Reply has been filed by the respondent company wherein the respondent company has admitted that there was delay in completion of the project as registration to be granted u/s 5 of the Real Estate (Regulation & Development) Act, 2016 was pending before the Authority. The respondent company has further stated that the respondent company is doing its work sincerely and is willing to deliver the project to the allottees including the complainant.

During the last date of hearing, the complainant Shashi Ranjan Singh apprised the Bench of various issues in the project such as - the security issues; fire safety system issue and non-finalisation of the parking area. The complainant ahs further informed the Bench that they a society has also been formeed and meeting was held twice but the parking issue could not be decided since there is a dispute between the respondent company and the land owner. The complainant further reiterated that the project has not been registered with the Authority.

On the contrary, the respondent company submitted that no flat has been registered to the allottees as their application for registration is still pending with the Authority, however upon verifying the records with the Registration Wing, the Bench learnt that the registration for the project in question has already been granted in January 2021. The respondent company further orally submitted all the flats have been completed and handed over to the allottees and the dispute with the land owner has also been resolved. So far as the issue of parking space is concerned the learend counsel for the respondent company has assured that the same would be resolved in the presence of all the allottees. Assurance has also been given by the respondent company that all the remaining work would be completed by February 2022.

Have hearing the submissions of both the parties. Although the respondent company has orally submitted that no flats were registered in favor of the allottees as the application for registration was pending before the Authority, the promoter went ahead and took money from the complainant and other allottees after the commencement of the Act. The application for registration was made in September 2018 and the money was collected even prior to such application. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo Moto proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

Further, on the last date of hearing directions were also issued to the respondent company to execute the conveyance deed, hand over possession of the flats to the allottees after providing all the amenities as specified in their brochure, and obtain Completion Certificate/ Occupancy Certificate which is obligatory on the part of the respondent and share these with the allottees. The complainant was also directed to pay their dues to the respondent company so as to prevent violation of section 19(6) of the Act.

The Bench also observed that if the respondent company fails to complete the remaining pending work by 28 February, 2022 penalty of Rs 10,000 for every day of default would be imposed.

Therefore, based on the facts and documentary evidence furnished and submissions advanced by the parties, the Bench reiterates its direction given on the last date of hearing which is also enumerated above and directs the complainant and the respondent company to comply with the directions and observations by 28 February 2022.

The parties are at liberty to approach the Authority after 60 days from the date of issue of the order in case the directions are not complied with by either of the parties.

**Sd/-**  
**Naveen Verma**  
**Chairman**