

**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/487/2019**

Sanjeev Kumar.....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, pay the interest amount and also write off the parking area charge of Rs. 1.50 lakhs.

The case of the complainant is that he entered into an agreement with the respondent company on 03.01.2014 for the purpose of purchase of flat bearing no. 203. The total consideration of the flat as per the agreement was Rs. 39,00,000/-, against which the complainant has paid approximately Rs. 36.5 lakhs to the respondent company. While at the time of the booking of the flat, the complainant was assured that the flat would be handed over by June 2015 but the respondent company has not completed the flat and handed over the possession to him. The complainant has further alleged that the complainant has paid Rs. 30,000/- to the respondent company against the registration at RERA.

The complainant has placed on record agreement for sale dated 03-01-2019, copy of statement of account of the complainant and Aadhar card.

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.

The learned counsel for 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 learned 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.

The Bench observes that the amount of Rs 30,000/- taken by the allottee in the name of registration with RERA is highly unethical. The promoter is mandated to get an ongoing project registered with the Authority after the commencement of the Real Estate (Regulation and Development) Act, 2016. The Act does not envisage that the promoter would take contributions from allottees to pay the registration fees. The promoter is directed to clarify why money was taken from the allottee under this head as alleged by the complainant, and if they have indeed

taken the amount, the same may be refunded with interest within a week.

A copy of this order may be sent to the Registration wing so that they can check their records and apprise the Authority.

Having heard the submissions of both the parties, the Bench gave certain directions to the promoter on the last date of hearing.

The Bench reiterates its direction 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 by 28 February 2022. The promoter would obtain Completion Certificate/ Occupancy Certificate from the competent authority and share these with the allottees. The complainant would to pay their dues, if any, to the respondent company in terms of their obligations under section 19(6) of the Act.

If the respondent company fails to complete the remaining pending work by 28 February, 2022, a fine of Rs 10,000/- for every day of default would be imposed.

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