

**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/490/2021

Alka.....Complainant

Vs

M/s Sri Anuanand Construction Pvt Ltd.....Respondent

Project: Sai Enclave

ORDER

07-02-2022 The matter was last heard on 21-01-2022.

The complainant booked a flat bearing no. G5 in H Block in May 2015 having floor area 1100 sq. ft. The agreement for sale was executed on 18.05.2018 and the total consideration of the flat was Rs. 17.50 lakhs. The complainant has stated that as per the agreement, the flat was to be completed in 2.5 years with grace period of 6 months from date of agreement. It was also agreed that in case of delay in handing over of the flat, the respondent company would be liable to pay rent as compensation from June 2018 onwards. The complainant has alleged that after repeated follow ups, the respondent company agreed to pay the rent of Rs 6000/- per month till handover as compensation for delay in handover but the company has stopped paying rent from September 2020. The complainant has alleged that the respondent company has neither handed over the possession of the flat nor has paid the rent as compensation and, hence the complaint has been filed praying for handing over of the possession of the flat and payment of rent @ Rs 10,000/- per month as compensation.

The complainant has placed on record agreement for sale dated 18.05.2015, money receipt dated 16.05.2015 for Rs. 12 lakhs, money

receipts dated 27.06.2015 bearing no. 1415 and 1416 for Rs. 2 lakhseach, money receipt dated 10.12.2015 for Rs. 1.50 lakhs, copy of mail communications between the complainant and the respondent company.

Reply has been filed by the respondent company wherein the respondent company has admitted in paragraph 2 of the reply that the entire consideration amount has been paid by the complainant. The respondent company has also admitted that the complainant is entitled to rent @Rs. 6000/- per month which has already been paid till September 2020 and the remaining arrears of rent will be paid as early as possible. The respondent company has further stated that the delay caused in completion of the project within the stipulated timeframe was due to inevitable circumstances which they have elaborated in paragraph 4 of the reply.

During the course of hearing, the learned counsel for the respondent company submitted that the flat could not be handed over by October 2021 due to circumstances following an order was passed by the Bench on 18-10-2020 in one of the cases. However, after the said order was later set aside by the Hon'ble Appellate Tribunal work has resumed and the learned counsel for the respondent assured that by March, 2022 possession would be handed over to the complainant along with the arrears of rent.

The Bench observes that the promoter had applied for extension of registration which has been duly granted by the Authority till 21.03.2022.

Having heard the submissions of both the parties, the respondent company is directed to complete the pending work in the project and as assured handover the possession to the complainant by March 2022. If the respondent company fails to hand over the possession by the stipulated date, penalty of Rs 10,000/- would be imposed on the respondent company for each day of delay, which

shall be recoverable as arrears of land revenue as provided under the Real Estate (Regulation & Development) Act, 2016.

So far as the payment of rent is concerned, the Bench observes that this is in nature of compensation and notes the submission of the respondent company. The complainant is at liberty to approach the court of Adjudicating Officer to press her claim for compensation.

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

Sd/-
Naveen Verma
Chairman