

**REAL ESTATE REGULATORY AUTHORITY, BIHAR
Telephone Bhavan, Patel Nagar, Patna-800023.**

Before the Bench of Mrs. Nupur Banerjee, Member

Complaint Case No. RERA/CC/731/2021

Kumod Ranjan.....Complainant

Vs

M/s Maa Tara Construction Pvt Ltd... ..Respondent

Project: Paras Nath Complex

Present: For Complainant: Mr. Ishteyaque Hussain, Advocate

For Respondent: Mr. Umesh Singh, Advocate

08/04/2022

ORDER

The complainant Kumod Ranjan, a resident of Vill. & P.O.- Kapri, P.S.- Keyal, District- Arwal, has filed complaint petition on 13-07-2021 against the respondent company M/s Maa Tara Construction Pvt. Ltd. for completion of the work of the project on priority basis and to pay the rent till completion.

The complainant in his petition dated 13-07-2021 has submitted that he booked a flat bearing flat no. 203, admeasuring 1355 sq.ft. with car parking on 08-03-2017 in the ongoing project named "Parasnath Complex" situated at Mauza Jalapur, Patna on a consideration amount of Rs.37,50,000/- which includes the applicable taxes and entered into an agreement for sale on 20-06-2018 but in spite of paying 85% of the consideration amount i.e.

Rs.27,75,000/-, the project is not yet complete. He further states that project which was to be completed by December 2019, since not completed, the complainant has to live on a monthly rental of Rs 16,000/- which is a great financial loss to the complainant. The complainant has prayed for direction to the respondent company to complete the building within six months for which the development agreement was signed about 10 years ago and payment of Rs. 15,000/- as monthly rent till the handing over of the flat.

The complainant has placed on record loan status issued by LIC Housing Finance Ltd., mentioning therein that the total amount disbursed to respondent is Rs.24 lakh, statement of account for period between 01-01-2017 to 30-04-2017 clearly showing additional payment of Rs. 3,75,000/- made to respondent, totaling to Rs.27.75 lakh. Further, the complainant has also placed on record Agreement for Sale dated 20-06-2018.

On 06-12-2021, respondent has filed petition stating therein that cost of the complainant flat is Rs.37,50,000/- and the complainant had paid Rs.27,75,000/- only and GST amount of Rs.1,87,500/- is also due. He further submitted that total amount due is Rs11,62,500/- and prayed to direct the

complainant to pay the due amount so that the sale deed could be executed in favor of the complainant.

On 09-01-2022, complainant has filed supplementary affidavit denying the averments made by the respondent company in their reply that the complainant has to pay entire consideration amount of Rs.39,37,000/- along with GST in place of correct amount of Rs.37,50,000/-. The complainant has further stated that the above fact is evident from Schedule C of Agreement for sale dated 20-06-2018 entered into between both the parties. He further submitted that at the time of booking itself, the complainant was informed that the total cost of the flat was Rs. 37,50,00/- which included GST and nowhere the fact of payment of GST is mentioned in the Agreement for Sale. He further submitted that balance amount to be paid by complainant is Rs.8.50 lakh in accordance to schedule C of the Agreement for sale which complainant is ready to pay. He further submitted that complainant has written letter to respondent asking about the completion of work in the apartment and also submitted that as per the direction of this Hon'ble bench, the respondent has not submitted the progress report and deliver the possession of flat.

During the last hearing on 31-01-2022, learned counsel appearing for the complainant had submitted that on 06-12-2021 hearing, the respondent company

was directed to file status report of the project but copy of their report has not been served on the complainant. He further stated that out of the consideration amount of Rs.37.50 lakh, the complainant has paid Rs.29 lakh and no further demand has ever been made by the respondent. He further stated that the respondent has prevented them from visiting and entering into the premises of the project and in turn is demanding more money. He further submitted that he has filed supplementary reply and prays for compensation.

No one has appeared on the behalf of the respondent company during the last hearing.

After considering the submissions made by both the parties and perusal of records, the Bench is of opinion, that the total price of the flat includes all types of taxes, by whatever name called. The Bench notes that the Real Estate (Regulation & Development) Act, 2016 does not empower the Authority to take up the issue of GST as the same is to be dealt with by the court of competent jurisdiction.

So far as the relief of the complainant with respect to completion of the project and handing over of possession is concerned, it is stated that duty is casted upon the allottee i.e., the complainant u/s 19(6) and the promoter i.e., the respondent company u/s 11

of the Act and any violation of the same would attract penalty.

Therefore, taking into consideration the relief claimed, submissions advanced and documentary evidences filed, the complainant is directed to pay the remaining amount as per agreement for sale dated 20-06-2018 to respondent company. The respondent company is directed to handover the possession of completed flat with full facilities and amenities to the complainant and also issue possession letter immediately to complainant upon receipt of the remaining amount. The respondent company is further directed to execute the deed of conveyance in favour of complainant.

The above directions are to be complied by both the parties within a period of 60 days from the date of issue of the order failing which penalty of Rs.1000/- per day will be levied upon the respondent.

So far the issue of compensation is concerned; the complainant is at liberty to press the same before the court of A.O.

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

Sd/-

Nupur Banerjee
Member