

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Double Bench of Mr. Naveen Verma, Chairman &**

**Mrs. Nupur Banerjee, Member**

**Case No. CC/808/2021**

**Siddharth Kumar**

**...Complainant**

**Vs.**

**Titanium Homes Pvt. Ltd.**

**... Respondent**

**Project: Girija Society**

**Present: For Complainant: Mr. Rakesh Roshan, Adv**

**For Respondent: Mr. U K Chaudhary, Director**

**ORDER**

**04.02.2022**

This matter was last heard along with batch of cases before the Double Bench on 20.01.2022.

The case of the complainant is that he had booked duplex bungalow of 2BHK having Super Built Area of 1860sq.ft. constructed of the project Girija Society by making total payment of Rs.33,00,000 (Thirty Three Lakh) out of total consideration amount of the duplex bungalow Rs.33,48,000. An agreement for sale dated 29.09.2020 was entered into between the complainant and the respondent company. The respondent assured to complete the construction and hand over the peaceful possession within 3 months from the date of agreement. Since there was no development of the project, complainant has prayed for possession of the duplex bungalow and compensation for mental and physical harassment.

The complainant has filed a copy of agreement for sale dated: 29.09.2020.

The respondent has not filed any written submission. However, the Director of the respondent company was present on the last date of hearing and submitted that only 10% work in the duplex is pending but that is due to additional work being undertaken on the request of the complainant. He further submitted that Rs.2,50,000 is still remaining to be paid by the complainant although registration has been done in favor of the complainant

On the last date of hearing the learned counsel of the complainant submitted that complainant has paid Rs.33,00,000 out of Rs.33,48,000. He further submitted that respondent has not been given possession to complainant and 20%-30% work of main building is incomplete and 70% of work in common area is still pending.

The respondent assured that work in the common area would be completed by end of February, 2022.

The Bench observes that its direction to both the complainant and respondent to file affidavit along with evidence regarding how much money has been paid and how much still to be paid within a week have not been complied by either of the parties.

Under these circumstances the Bench cannot give any direction for making the balance payment of the consideration amount, if any, to the promoter.

The Bench directs the promoter to complete the remaining work, as per the agreement to sale, by 28 February, 2022, failing which they would be liable to pay Rs.10,000/- for each day of default.

The complainant is at liberty to approach the Adjudicating Officer under relevant sections of the Act for their claims, which are in the nature of compensation from the respondent company.

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

**Sd/-**  
**Nupur Banerjee**  
(Member)

**Sd/-**  
**Naveen Verma**  
(Chairman)