

REAL ESTATE REGULATORY AUTHORITY, BIHAR**Before the Single Bench of Mrs. Nupur Banerjee, Member****Case No. RERA /CC/97/2021****Mr. Chandra PrakashComplainant****Vs****M/s Agrani Homes Pvt. Ltd.Respondent****Project: Agrani IOB Nagar, Block-E****29/05/2024****O R D E R**

The matter was last heard on 05.02.2024, when the complainant was present in person and the respondent was absent. The matter was fixed for order, however, due to pre-occupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The respondent published an advertisement by way of the brochure and other means in the year 2012 and promised to develop Agrani IOB Nagar, Block E and called to customers for booking of flats in the same project. That pursuant thereto the said advertisement, complainant approached the respondent for booking a flat in the project. The complainant demanded a copy of the development agreement and also demanded RERA registration certificate for his satisfaction. Thereafter, the respondent demanded Rs. 5,50,000/- as booking amount. The respondent informed to the complainant that he has already applied for RERA registration and will show the RRC issued by the RERA.

The complainant believed upon the assurance of the respondents and paid total of Rs. 5,30,895/- to Agrani Homes Private Limited. The details of initial payment are as below: -

On 31.10.2012: he paid Rs. 24553/- through Axis Bank Cheque No. 67483.

On 23.03.2013: He paid Rs.150412/- through Axis Bank cheque no. 67485

On 17.05.2013: He paid Rs. 134949/- through Axis Bank cheque no. 387100.

Total he paid Rs. 5,30,895/- as booking amount. In furtherance thereof, a letter of allotment, dated 23rd March 2013, was issued in favour of the complainant whereby it was agreed that possession of the Flat, No. 606, Block-E will be handed by December 2014 and also an agreement for sale dated 13.07.2013 was executed pursuant thereof the payment made by the complainant. Thereafter the complainant applied for Housing Loan in LICHFL (LIC Housing Finance Limited) and the same was approved and accordingly an amount of Rs.21,50,000/- has been sanctioned to the complainant and accordingly Housing Loan Agreement has been executed between LICHFL and the complainant.

LICHFL has disbursed an amount of Rs. 19,30,000/- in favour of Agrani Homes Private Limited, to its A/C No. 3225212888 of State Bank of India in following manners: -

- (a) Rs. 4,00,000/- (Rs. Four lacs only) on 24.08.2013.
- (b) Rs. 2,45,000/- (Rs. Two lacs forty-five thousand only) on 19th Dec. 2013.
- (c) Rs. 4,30,000/- (Rs. Four Lac Thirty Thousand only) on 15th Sep. 2014
- (d) Rs. 4,50,000/- (Rs. Four lac Fifty thousand only) on 28th April 2015.
- (e) Rs. 4,05,000/- (Rs. Four Lac Five thousand only) on 14th Feb. 2017.

The complainant submits that he has given full payment. He has also given Rs. 35,000/- for remaining work to be done, to the respondent company. After that, the E.D. has freeze the account of the respondent. The respondent company is not in a position to complete the building. The complainant wants possession of the flat and wants to complete the remaining work. He also wants interest for the delayed possession. The complainant has taken loan from LICHFL and paying EMI every month, without getting possession of the flat. He prays for handing over the booked and allotted flat No. 606 Block-E, along with all amenities, and compensation for the loss, as mentioned in the petition. The complainant declares that the respondent committed breach of the agreement, as entered between the respondent and the complainant, by way of agreement for sale, bearing Deed No. 20211, dated 13.07.2013 and letter of allotment dated 23.03.2013. Further respondent has not provided the allotted flat no. 606, Block-E, Agrani IOB Nagar within stipulated time period i.e., December, 2014, despite of receiving of Rs. 24,69,795/- against the final amount of Rs. 26,98,974/-.

3. The complainant has paid almost entire agreed amount to Respondents, despite of it, the allotted flat No. 606, Block-E has not been handed over to the complainant, consequently complainant is suffering from a huge loss. The complainant is paying the EMI of Rs. 21,133/- per month to LICHFL for housing loan and he is losing Rs. 15,000/- to his tentative rent of the booked flat. The complainant has visited several times to the respondent office but they never replied any satisfactory answer/ solution regarding handing over of the flat no. 606, Block- E. The complainant is helpless as the respondents are neither providing the allotted flat nor refunding the money and complainant apprehends that respondent will leave the project without completion. The respondents have failed to adhere to the agreement entered between the complainant and respondent by the way of letter of allotment and agreement of Sale.

4. The complainant submits that he is entitled to receive an interest of 18% above the prevalent prime lending rate of State Bank of India. It is submitted that the respondents have engaged in doing real estate business without registration which is not only an essential rather mandatory requirement under the Real Estate (Regulation and Development) Act, 2016 and thus the respondents must be punished.

The relief sought by the complainant is to handover the booked and allotted Flat No. 606, Block-E along with all amenities, facilities, parking and common area as agreed in Agreement of sale, Sale brochure, advertisement and oral representation, or Refund of the amount of Rs. 24,69,795/- (Rupees Twenty-Four Lac Sixty-Nine Thousand Seven Hundred Ninety-Five only) with interest from December, 2014 till the date of payment, to impose penalty upon the respondents for violation of RERA Act, 2016, Rs. 10,00,000/- as compensation for the mental trauma and physical harassment, by paying Rs. 25,000/- as litigation cost, to pay rent of Rs. 15,000/- per month from December, 2014, till date. The company got RERA registration certificate of the project which was valid till 31.08.2019, subject to extension of validity of map from the competent Authority.

5. The Agrani Homes Pvt. Ltd. has sent a demand letter for dues amount of flat no. 606, Block-E in Agrani Homes, IOB Nagar on 14.06.2019, where they have stated that the complainant's instalment is due, though the 6th floor has already been casted. The complainant was told to pay dues amount of a sum of Rs. 4,06,014/-, at the earliest possible before 29.06.2019, enabling him to complete the construction on time.

6. The Bench takes note of submissions of both the parties and peruses the record.

The complainant approached the respondent company for booking of flat no. 606, Block-E, in the project Agrani IOB Nagar, Block-E. The complainant paid total of Rs. 5,30,895/- to Agrani Homes Private Limited as booking amount. In furtherance thereof, a letter of allotment, dated 23rd March 2013, was issued in favour of the complainant whereby it was agreed that possession of the flat will be handed by December 2014 and also an agreement for sale dated 13.07.2013, bearing Deed No. 20211, was executed pursuant thereof the payment made by the complainant. Thereafter, the complainant applied for Housing Loan in LICHFL (LIC Housing Finance Limited) and the same was approved and accordingly an amount of Rs.21,50,000/- has been sanctioned to the complainant and accordingly Housing Loan Agreement has been executed between LICHFL and the complainant. LICHFL has disbursed an amount of Rs. 19,30,000/- in favour of Agrani Homes Private Limited to its A/C No. 3225212888 of State Bank of India. He has also given Rs. 35,000/- for remaining work to be done, to the respondent company. After that, the E.D. has freeze the account of the respondent. The complainant wants possession of the flat No. 606 Block-E, along with all amenities, and compensation for the loss, as mentioned in the petition and wants to complete the remaining work. He also wants interest for the delayed possession. The company got RERA registration certificate of the project which was valid till 31.08.2019, subject to extension of validity of map from the competent Authority.

The Authority was informed that the Managing Director, Mr. Alok Kumar of the company M/s Agrani Homes Pvt. Ltd., is in jail, but there are other Directors of the company who are looking over the incomplete projects.

7. In the light of the above observation and also taking into consideration the submission made, on behalf of the parties and on, going through the materials available on records, as well as discussion made above, the Bench hereby directs the respondent company, to handover the possession of allotted flat No. 606, Block-E, in the project IOB Nagar, along with all amenities, facilities, parking and common area as agreed in Agreement of sale dated 13.07.2013, bearing Deed No. 20211, Sale brochure, advertisement and oral representation, to the complainant, by completing the project in all respect, as adhered to the sanctioned map and complete the registry work and necessary legal formalities for the said Flat, by executing Absolute Sale Deed in his favour within sixty days of issue of this Order.

The Authority also directs the respondent company to pay the interest for the delayed possession, to the complainant.

The Authority further directs the Promoter to apply for revalidation of map to the competent authority and after obtaining that he has to submit application for extension of the project to RERA.

The Authority directs the complainant to pay the due remaining amount, if any, in accordance to the agreement for sale dated 13.07.2013, to the respondent, as soon as possession of the flat is handed over to him.

8. The complainant is at liberty to press other claims which are in the nature of compensation before the Adjudicating Officer as per the provisions of RERA Act, 2016.

9. With the aforesaid observations and directions, this case is disposed of.

Sd/-
(Nupur Banerjee)
Member