

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Mr. Naveen Verma, Chairman**

**RERA/CC/1020/2021**

**Avinash Kumar Suman**

**.....Complainant**

**Vs**

**M/s Sri Anu Anand Construction Pvt. Ltd.**

**.....Respondent**

**Project: Sai Enclave**

**23/06/2022**

**Order**

Hearing taken up.

The complainant is present in person. He requests that the respondent may indicate the expected date by which the flat will be handed over to him and if the respondent fails to handover the flat till promised then the respondent should pay him rent for every month of delay. He states that he has paid a sum of Rs.19 Lakh against the total consideration of Rs. 25.50 Lakh.

The Bench observes that the complainant that has to pay the remaining amount as per the payment schedule mentioned in the agreement for sale.

Learned Counsel for the respondent reiterates his submission that the respondent will complete the project within 10 months and if the complainant cannot wait till then, then the respondent is ready to refund the principal amount with interest thereon.

The complainant however, submits that he is not interested in refund and requests for possession of the flat.

Perused the record. The Bench observes that the respondent has filed reply on 20.2.2022 in which he has mentioned the reasons for delay in construction which allegedly was beyond the control and mostly in the nature of force majeure.

Learned counsel for the respondent mentions that in para 4 of the reply it has been mentioned that the project would be completed and will handed over to the allottees within next 10 months.

The Bench recalls that in a number of cases specific date was given after which the promoter is liable to pay a penalty for every day of delay. It is in the interest of the promoter to complete the project within the time frame assured by them.

The complainant in this matter has not objected to the plea for matter seeking time of ten months , that is , within 20<sup>th</sup> December, 2022.

The matter is disposed of with the direction that the promoter would hand over the flat with all amenities as promised in the agreement for sale and brochure by 20<sup>th</sup> December, 2022 . Further in case of delay beyond 20 December 2022 the promoter will pay additional interest to the allottee at the rate of Rs.1,000/- (One thousand ) for every day of delay.

The complainant is at liberty to press the claims for compensation before the Adjudicating Officer.

With these directions and observations the matter is disposed of.

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