

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

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

**Case no. RERA/CC/1162/2021**

**Satyendra Nath Singh .....Complainant**

**Vs**

**M/s Technoculture Building Centre Pvt. Ltd.....Respondent**

**Project: Ashopur Phase-IV**

**Order**

**29.06.2022**

The matter was last heard on 25.05.2022

The case of the complainant is that his wife purchased a plot having Khata No. 178, Thana No. 3, Tauzi No. 5456, Survey Plot No. 2536, vide Sale Deed No. 3947 and executed "Assignment Agreement" dated 28.09.2016 for construction of duplex on the aforesaid plot. The duplex was supposed to be handed over within 24 months from the date of agreement. The complainant has alleged that even after payment of 80% of the consideration the respondent has not handed over the possession till date. A legal Notice dated 02.08.2020 was sent to the respondent for handing over the possession but instead of giving possession, the respondent offered another duplex. The complainant has filed the present case seeking relief for possession of duplex and payment of rent (Rs.16,000/-) from March 2018 till handing over of the possession.

The complainant has placed on record copy of Assignment agreement dated 28.09.2016 and money receipt against the payment of Rs.10,00,000/-.

Perused the record. During the course of hearing Mr. Harish Kumar, learned counsel for the complainant reiterated his prayer. He submitted that out of the total consideration of Rs. 36,00,000/- the complainant has paid Rs. 29,60,000/- till April, 2018 and only Rs. 6.4 Lakh has to be paid. He further submitted that the respondent has intentionally delayed the construction of duplex and also restructured the plan to avoid giving him the corner plot which is in violation of development agreement. He further submitted that the complainant is ready to pay the remaining consideration after the respondent completes the construction of the Duplex on the plot for which development agreement was executed.

Mr. D.K. Roy, Learned Counsel for the respondent refuted the submission of the learned counsel of the complainant and submitted that the complainant has to pay the remaining consideration of Rs. 10,57,940/- + G.S.T. He submitted that as per section 19 of RERA, Act it is the duty of the complainant to make payment as per the payment schedule.

However the complainant submits that the respondent has himself submitted that he had paid Rs. 29,46,000/- against the total consideration amount of Rs.36,00,000.

He further submitted that in 2018 a new agreement was executed between both the parties. But no supporting document has been filed.

The respondent further submitted that building is complete and only outside painting is pending and that are ready to hand over the completed building if the complainant pays the outstanding consideration.

The Authority takes note that the promoter is willing to hand over the constructed building after the balance consideration amount is paid.

Having heard the submissions made by both the parties, the Authority hereby directs the complainant to pay the outstanding consideration as per the assignment agreement and thereafter respondent is directed to hand-over the possession after finishing the duplex within sixty days of issue of this order.

The complainant is at liberty to press his claim for rent, which is in the nature of compensation, before the Adjudicating Officer.

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

Sd/-

**Naveen Verma**  
**(Chairman)**