

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

Case No: RERA/CC/1180/2020

Anil Kumar Singh

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Milky

23.08.2022

ORDER

This matter was last heard on 29.06.2022

The case of the allottee is that he had booked a flat bearing no: 203 in the project Agrani Milky for a total consideration of Rs.19,50,100/- on 02.02.2013. An Agreement for Sale was executed wherein it was mentioned that the said flat would be completed up to January 2014. He has paid Rs.16,34,335 /- . However, the promoter did not hand over possession of the flat. Hence, the complaint has been filed for possession of the flat.

The allottee has placed on record copy of agreement for sale dated 02.02.2013.

The promoter has filed their reply stating therein that they are willing to give physical possession to the complainant of Block B and Block C within 30 days and Block A of the aforesaid project is almost 90% completed. The promoter has stated that they will hand over the physical possession on the condition that the Allottees pay their remaining due amount.

On the last date of hearing, the complainant reiterated his request for possession of the flat. The respondent was directed to complete the work within month i.e. 30.07.2022 failing which a penalty of Rs.1,000/- will be imposed for each day of delay.

Perused the records. No written submission has been filed by any of the parties.

The Bench notes that in complaint case no 1114/2020 the complainant has filed reply against the same respondent and for the same project stating therein status of the project.

The Bench observes that it is the duty of the respondent to provide all the amenities and facilities as per the agreement for sale and brochure.

The Bench observes that the project is still incomplete. The promoter will pay a penalty for every day of default beyond 31.7.2022. If the promoter delays the project further, then a penalty of Rs.2,000/- would be imposed for each day of delay after 31.08.2022 under section 63 of the RERA Act, 2016.

The Bench further directs the promoter to pay the penalty within a fortnight failing which the same shall be recoverable as per section 40 (2) of the Real Estate (Regulation and Development) Act, 2016, read with Order 21 Rule 30 of the Code of Civil Procedure, 1908.

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

Sd/-
Naveen Verma
(Chairman)