

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Double Bench of Mr. Naveen Verma, Chairman,
& Mrs. Nupur Banerjee, Member**

Case No. CC/1251/2020; CC/1269/2020; CC/09/2021; CC/156/2021

**Vijay Krishna Pathak/ Reeta Khare/ Bijendra Prasad/ Raj Kumar
Mandal.....Complainants**

Vs

M/s Agrani Homes Pvt. Ltd.....Respondent

Project: Kailash Enclave

**Present: For Complainants: In Persons
Adv. Gopal Krishna (CC/156/2021)
For Respondent: Adv. Sumit Kumar
Mr. Satwik Singh, Legal Representative**

24/02/2022

ORDER

Hearing taken up. Complainants are present in person. Adv. Gopal Krishna, counsel for CC/156/2021 is present. Adv. Sumit Kumar is appearing on behalf of the respondent along with Mr. Satwik Singh, Legal Representative of the respondent company is also present.

It is submitted by the complainants that the respondent was directed to give a report on the status of the project.

The respondent counsel submits that the reply has been filed and copy of the same has been served to the complainants. The legal representative of the respondent company submits that around 70-75% of work has been completed except some works i.e. installation of lift and generator, internal finishing, fittings and parking are yet to be completed, which will be completed in the period of 6 months. He further submits that a huge amount of Rs. 1.70 Crores is still due to be paid by the allottees and if the said amount is disbursed in favor of the promoter, the project in question will be completed in 6 months.

The respondent counsel submits that in CC/1251/2020 around Rs. 14,00,000/- is due, in CC/1269/2020- Rs. 3,50,000/- is due, in CC/09/2021- Rs. 8,00,000/- is due and in CC/156/2021- Rs. 11,00,000/- is due to be paid by the concerned allottee.

The legal representative of the promoter, Mr. Satwik Singh undertakes that the respondent would complete the project within 6 months and handover the possession but the allottees must pay the remaining amount otherwise their booking will be cancelled.

The complainant in CC/1251/2020 Vijay Krishna Pathak submits that only 50% of the work has been completed. He submits that the project has been delayed for quite some time and hence the allottees are not paying the remaining amount.

The legal representative of the promoter further submits that because of financial difficulties the promoter is seeking additional time of two months. He prays for de-freezing of the bank account of the aforesaid project as the respondent is facing financial crisis which has caused delay in the completion of the project. He further prays for directing RERA Office to remove the aforesaid project from the Defaulter's List as the Banks are not making disbursements against the sanctioned loans in favor of the allottees.

The Bench observes that no such list for defaulter projects has been uploaded on the website. Bench directs the respondent to submit this submission on affidavit.

The Bench takes note that the order to freeze the project account was taken as an interim measure to protect the interest of allottees.

However, in view of the firm commitment given by the promoter to complete the project within six months, the Bench directs that letter may be issued to all concerned to de-freeze the current bank account no. 00000037807359153 of State Bank of India, S.K. Puri Branch (IFSC- SBIN0003114) of the project- Agrani Kailash- M/s Agrani Homes Pvt. Ltd. Let a copy of this order be sent to the concerned bank.

The Bench takes note of the submission on behalf of the promoter and directs the respondent to hand over possession of the completed apartments with all amenities as promised in the prospectus/ agreement to sale by 24.08.2022. The Bench further directs that if the respondent does not handover the possession by the said date, the respondent will be liable to pay a fine of Rs. 1000/- per day per case.

The Bench observes that the allottees are required to pay the due amount as specifically provided in Section 19 of the Real Estate (Regulation and Development) Act, 2016 and notes that the Act and Bihar RERA Rules, 2017 also lays down the

circumstances where the promoter can cancel the allotment for non-payment. The Bench directs the complainants to pay the remaining amount to the respondent in accordance with the schedule of construction so that the work would be completed within 6 months.

In so far as the claim for compensation for delay in construction of the project is concerned, the complainants are at liberty to press their claims before the Adjudicating Officer.

With these observations and directions, these cases are disposed of.

Sd/-

Nupur Banerjee
Member

Sd/-

Naveen Verma
Chairman