

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman &

Mrs Nupur Banerjee, Member

Case No. RERA/CC/169/2018

Savitri Devi.....Complainant

Vs

M/s Agrani Homes Pvt. Ltd.Respondent

Project: IOB Nagar Block-J.

ORDER

28/07/2022

The matter was last heard before the Double Bench along with batch cases on 27.01.2022 and posted for order on 03.03.2022. However, the order could not be passed due to pre-occupation of the Bench in other matters and therefore the order is being passed on this date.

The case of the complainant is that she booked a flat in the project bearing flat no. 202, the total consideration of which was Rs. 26,90,750/-. An agreement for sale was executed between the complainant and the respondent company on 25.04.2014 and as per the terms of the agreement, the possession of the flat was to be handed over by December 2015 with grace period of 6 months. The complainant has stated that a sum of Rs. 20,22,377/- in total has been paid by her. It has been alleged that roof of 6th floor is yet to be casted and a lot of work is pending to be completed in the project. The complainant has alleged that she is suffering from financial hardship as he has to pay monthly rent to the landlord. Therefore, the complaint has been filed praying for issuing directions to the respondent company for payment of rent amount to the complainant since January 2016 till handing over of possession, interest @18% on the deposited amount since March 2013, completion of the project in time bound manner.

Reply has been filed by the respondent company. In its reply, the respondent company has stated that the last floor of Block J is yet to be casted and brick work up to the third floor has been completed. The respondent company has admitted the delay caused in the development of the project and has cited various reasons for such delay. The respondent company has stated that the delay was caused due to the factors beyond the control of the respondent company and therefore the complainant is not entitled to receive any compensation from the respondent company. The respondent company has prayed for dismissal of the complaint with a direction to the complainant to pay the installments with interest as per the agreement for sale.

The Bench has perused the reply filed by the respondent company wherein they have averred that the delay in the project was caused due to number of factors one of them being the orders passed by the Authority. The Authority notes that such orders were passed to protect the interests of allottees and prevent diversion of funds, considering the conduct of the respondent company in taking the deposits from the complainant and other allottees with no intention of completing the project. The intention of the respondent company is evident from their previous conduct and also the submissions of various complainant allottees before the Bench. Such acts necessitated the passing of orders by the Authority

During the course of hearing, the Bench was informed that 39 allottees out of 40 allottees have formed an association and after discussion with the MD of the respondent company, wanted the promoter to complete the construction of the Block.

On 27.01.2022, the learned counsel representing the association of allottees submitted before the Bench that the allottees including the complainant are ready to co-operate with the company in completing the project and therefore prayed for issuing direction to the respondent company to expedite the work in the project. On the other hand, Mr. Alok Kumar, MD of the respondent company submitted that only 30% of work is remaining in the project and further requested for

issuance of direction to the allottees to clear their dues. The respondent company also sought leave of the Bench to cancel the allotment if the allottees do not make the payment in the light of section 11(5) of the Act, 2016.

The Authority recalls that it had given directions in a number of complaint cases pertaining to IOB Nagar, J Block that the respondent would hand over the possession of the flats with all amenities as promised in the prospectus/ agreement for sale by 31/07/2022 failing which the respondent would be liable to pay a fine of Rs. 10,000/- per day of the delay. This would be applicable for those cases where the allottee has paid the entire consideration amount as per the agreement to sale.

The Bench takes note of the submission of the complainant that the work is going on but the promoter is not investing their money in the project. The Bench also notes that the complainant has already paid a sum of Rs. 20,22,377/-.

Hence the complainant is directed to intimate whether the remaining dues to the respondent company as per the payment schedule provided in the agreement for sale has been paid and whether she has fulfilled his obligations as per section 19(6) of the Real Estate (Regulation & Development) Act, 2016.

The respondent company is directed to intimate the status of handing over the possession of the flat with all amenities as promised in the prospectus/ agreement for sale.

Sd/-
Nupur Banerjee
Member

Sd/-
Naveen Verma
Chairman