

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No. CC/305/2021

Anshu Kumar.....Complainant

Vs

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

Project: P.G. Town

12/05/2022

ORDER

The matter was last heard on 12.04.2022 in Double Bench and posted for orders on 5.5.2022. However orders could not be pronounced on that date.

The case of the complainant is that he booked a flat no. 106 admeasuring 1214 Sq.ft in Power grid/ IOB Nagar, Block C2 for a total consideration of Rs. 16,00,000/- against which he paid Rs. 14,00,000/-. A M.O.U. dated 28-05-2019 was executed between the parties. The complainant has filed this case praying for possession of the flat with occupancy certificate and completion certificate.

The complainant has placed on record a copy memorandum of understanding dated 28-05-2019 and Aadhar card .

On several occasions, the learned counsel for the complainant reiterated that the complainant is ready for offer of alternate flat, if the respondent offers on affidavit. The Bench directed the respondent to file on oath the alternate offer proposed to the complainant with specific time period.

Perused the record. The respondent has filed affidavit on 21-04-2022, stating that he will hand over a flat in project Agrani PG 1 at Sarai, Danapur, Patna at the same terms and conditions of the earlier

booking within 36 months from the date of agreement for sale and he will execute the same as per RERA Act.

The counsel for the complainant has filed a petition dated 04-05-2022, stating therein that the complainant accepts the proposal offered by the respondent.

The Bench observes that despite the Project “PG Town” not being registered with the Authority, the promoter went ahead with new bookings and have violated Section 3 of RERA Act, 2016 for which Suo Motu proceeding may be initiated against the respondent.

The Authority observes that both parties have arrived at an amicable settlement. After considering the documents filed and submission made by both the parties the Bench hereby directs the respondent to handover the possession of the flat within 36 month from the date of agreement for sale. The Bench further directs the respondent to execute a fresh agreement for sale with the same terms and conditions of the previous bookings within a month and, to that extent, the ban on registration is withdrawn.

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

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)