

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

**Case Nos. RERA/CC/330/2019**

**Babita Banka**

**...Complainant**

**Vs.**

**M/s Sarvodaya Grih Nirman Pvt. Ltd.**

**...Respondent**

**Project: - Silver Coast**

**18-08-2022**

**ORDER**

The complainant booked Flat No 7 in the project named “Silver Coast” situated at Nasriganj, Digha, Patna and had entered into Agreement for Sale with the respondent no 1 on 14/05/2009 for total consideration amount of Rs 17,92,500/-. The complainant further submits that she got the allotment letter for flat for consideration amount of Rs 19,46,500/- out of which she had already paid a sum of Rs 13,10,607/- to the respondents. The respondents had to give the possession on or before 2017 April as per the agreement to the complainant. It is alleged that the project is still incomplete.

The respondents have submitted that due to unavoidable situation, the delay in construction occurred as the land on which the project had to be constructed was handed over to the respondents after delay on behalf of the landowners. As far as the issue of the payments done by the complainant exists, the respondents highlighted that she had only paid a sum of Rs 12,95,104/- out of Rs 17,92,500/-. She had to pay the remaining amount according to the work schedule of the project which she failed to do. Further delay was due to COVID 19 and government has given relaxation due to Force Majeure.

The complainant has placed on record copy of agreement for Sale dated 14-05-2009, allotment letter dated 30/07/2010, money receipts for Rs. 13,10,607.

On the last date of hearing, the learned counsel for the complainant submitted that the structure of the building is ready but progress of the finishing work is not satisfactory.

The learned counsel for the respondent had submitted that the complainant was an investor and that there is no agreement to sale.

Perused the records. The Bench notes that agreement for sale was , indeed, executed between the parties as is evident from the documents . The complainant has filed the agreement for sale dated 14-05-2009.

The Authority notes that the allottee has not established that she has made the payment as per the agreed schedule. The promoter has not provided requisite documents to establish that the consideration amount is due. The Authority directs the promoter to send a demand letter to the complainant and the allottee to make the payment of the remaining consideration amount, if due.

The Authority directs the respondent company to complete the project with all the amenities as mentioned in the agreement for sale and brochure of the project by 31/10/2022. If the respondent fails to complete the project by 31/10/2022, then a penalty of Rs.1,000/- for each day of delay would be imposed.

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

Sd/-  
**Naveen Verma**  
**(Chairman)**