

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Naveen Verma, Chairman

Case No. RERA/CC/927/2021

Manoj Kumar Singh

.....Complainant

Vs

M/s Sarvodaya Marketing Ltd. & Anr.

.....Respondent

Project : Sarvodaya City

ORDER

4.7.2022: This matter was last heard on 14.2.2022 and was posted for orders on 25.3.2022. However, due to pre-occupation of the Bench in other matter order could not be pronounced.

The case of the complainant is that he entered into agreement with the respondent on 28.2.2013 for purchase of flat number A 401 in Block-B of Sarvodaya City Phase-I for a total consideration of Rs. 37,32,700/- against which he has paid Rs. 17.50 lakh till 31.7.2013. The complainant has alleged that the respondent has not handed over possession of flat whereas he has made more than 50% payment and filed this matter for possession of flat along with compensation. He has also requested for stay of construction and ban on registration of any other flat in the said property.

The complainant has filed copy of the MOU and receipts of the payment of Rs.13 lakh on 31.7.2013, Rs. 2.50 lakh on 29.7.2013, Rs. 2.01 lakh on 05.09.2011.

Reply has been filed by the respondent stating that the complainant ought to have included M/s Cocicon Construction Pvt. Ltd. as a respondent as this project has been transferred to another promoter with the permission of RERA. It has been further submitted that the project has been delayed due to problems in purchase of land, delay in getting sanction of map and non-availability of sand and stoppage of work by the National Green Tribunal and due to COVID-19. He has submitted that the complainant has not paid the remaining amount as per schedule mentioned in the agreement to sale and that the building will be completed by March, 2025 as the certificate is valid till that period.

During hearing notice was issued to the new promoter.

Perused the records. Clause 4 of the MOU lays down schedule of payment and date of construction. Section 19 of the Reals Estate (Regulation and Development) Act, 2016 mentions the obligation of allottees including payment of installments as per schedule mentioned in the Agreement to Sale. The complainant has not refuted the reply of the

respondent and given evidence that he has made payment as per agreement to sale.

The Authority observes that while admittedly, completion work of project has been delayed the allottee was also required to fulfill his obligation and pay instalment as per the construction. The Authority takes note of the submission of the respondent to hand over the flat.

The Authority directs the complainant that if he wishes to take possession of the flat he needs to make payment of the remaining installments according to schedule and wait till the project is completed. His request for possession of the flat without paying the entire consideration amount as agreed in the construction plan is not tenable. Since the project has been transferred to another promoter the request for staying further construction or ban of registration of the flat cannot be accepted. The respondent along with the new promoter would ensure that the Quarterly Progress Report is uploaded on the website of the Authority failing which they would be liable for penalty.

The complainant is at liberty to press his claim for interest and delay in possession after the flat is handed over. In so far as the other claims which are in the nature of

compensation the complainant may raise this before the Adjudicating Officer as per the provisions of the Act.

With this direction/observation the matter is disposed of.

**Sd/-
Naveen Verma
Chairman**