

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mrs. Nupur Banerjee

Case No. 913/2021

Anil Nischal.....Complainants

Vs.

M/s Anuanand Construction Pvt. Ltd.....Respondent

Project: Sai Enclave

Present: For Complainant: Mr. Bhola Shankar, Advocate

For Respondent : Mr. Rakesh Roshan, Advocate

13/06/2022

Order

Hearing taken up. Learned counsel for both the parties are present.

Learned counsel for the complainant submits that Agreement for Sale has been executed on 17-04-2015 for 3 BHK flat bearing flat no.G2, Block-J, measuring 1600 sq.ft. along with parking space for the total consideration amount of Rs.34 lakhs. Learned counsel further submits that complainant has paid total consideration amount of Rs.31.50 lakh by obtaining loan and paying interest upon it. Learned counsel further submits that as per Clause 8 of the Agreement for sale, the project has to be completed within 2 ½ years and that is expired on November, 2017 but till date it has not been completed. Therefore, direction may be given to the respondent to handover the possession of the flat within the stipulated time.

Learned counsel for the respondent submits that if she wants cancellation of the flat then we will refund the money back with interest and secondly, whatever delay has occurred that is not intentional but due to force majeure, sand ban and NGT clearance. He further submits that in 6-7 months they will complete the project. On inquiry being made by the Bench about the stage of the construction for which learned counsel for respondent submits work up to construction of 7th floor has been done.

Perused the record of the case. The respondent has filed its reply and had not challenge the contentions of the complainant and has submitted that delay is not intentional but due to force majeure and prays to grant appropriate time and opportunity to fix the damage done to the reasonable extent to the complainant.

The Bench query the learned counsel for complainant that whether they are ready to take the possession of flat within 6 months for which learned counsel for complainant submits that if the respondent will hand over the possession of flat with full completion work within 6 months then complainant is ready to wait. Learned counsel further prays for compensation for delay in

handing over the possession and also imposition of penalty if the possession will not handed over within 6 months.

The Bench takes notes of the assurance of the respondent and the submission of complainant and directs the respondent to complete all the remaining work of flat with all the facilities and amenities mentioned in the prospectus/ brochure of the project as well as in Agreement for Sale within six months and hand over the possession of the flat to complainant. If the respondent fails to handover the possession of flat with all the facilities and amenities within six months then cost of Rs.1000/- per day would be levied on each day of delay upon respondent.

The Bench also observes that complainant will pay balance sale consideration amount due after the issuance of possession letter and accordingly within 10 days of issuance of possession letter, the respondent will execute the Sale Deed in favor of the complainant. The date for registry will be fixed by both the parties mutually.

The complainant is at liberty to press the claim for compensation before the A.O.

With this observations and directions, the matter is disposed off.

Sd/-

Nupur Banerjee
Member