

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Hearing Before the Bench of Hon'ble Chairman, Mr. Naveen Verma, Member, Mr. R.B. Sinha & Member, Mrs. Nupur Banerjee, RERA , Bihar

Case No. :- RERA/CC/758/2019

Pankaj Kumar Jha.....Complainant

Vs

M/s Agrani Homes Pvt. LtdRespondent

Project: AGRANI SHIVA

28/10/2021

Order

This matter was last heard at length on 30/09/2021.

The case of the complainant is that he booked Flat No-102 in the project and paid at the time of booking Rs 7,94,308 and various amounts subsequently . Thereafter the Agreement to Sale was registered bearing Deed Number 11985 in favour of the Complainant on 30/12/2014. The complainant has stated in his petition that a payment of Rs. 26,61,406 (Rupees Twenty Six Lakh Sixty One Thousand Four Hundred Six only) has been made against total consideration amount of Rs. 31,34,142 (Rupees Thirty One Lakh Thirty Four Thousand One Hundred Forty Two only) . The Respondent committed to provide the Physical possession of the aforesaid flat by June, 2016, but has not delivered the flat till date. Hence the complainant wants physical possession of the Flat of aforesaid Project.

The Learned Counsel of the Complainant submitted that RERA/AO/187/2019 has been transferred from the Learned Adjudicating Officer, RERA to the Authority for further action on 19.02.2021. Learned Counsel of the Complainant also submitted that the Respondent has not provided the status of the project to the allottees including the Complainant even after repeated requests.

During the last date of hearing Director of the Respondent Company has submitted that the most of the work is complete and that possession can be handed over if the complainant makes payment for the remaining amount.

Perused the records. No written reply has been submitted by the respondent. It is mentioned in the complaint petition that the balance amount of Rs 4,72,736/-

would be paid at the time of possession. However there is no such mention in the agreement to sale. The Third Schedule to the Agreement suggests that Rs 4,67,970/- is payable at the time of finishing.

The respondent is directed to complete the finishing works as per the specifications mentioned in the 4th schedule of the agreement to sale. The complainant is directed to make the payment of the remaining amount of R.,4,73,736/- as soon as the finishing work is completed. Thereafter, the respondent Director of the respondent company would execute the Deed of Conveyance and hand the possession of the apartment to the complainant.

With these directions the matter is disposed of.

Nupur Banerjee
Member

R.B. Sinha
Member

Naveen Verma
Chairman