

REAL ESTATE REGULATORY AUTHORITY, BIHAR
2nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10,
Patna -800023

Before the Single Bench of Mrs. Nupur Banerjee, Member

Complaint Case No.: CC/186/2018

Jayant Singh.....Complainant

Vs.

M/s Nesh India Infrastructure Pvt. Ltd.....Respondent

Project: Tiruvanantpuram City

ORDER

24-01-2022

The matter was last heard before the double bench on 23.11.2021 and was transfer for orders before the bench of Mrs. Nupur Banerjee, Member.

The case of the complainant is that he had entered into a registered agreement for sale on 17.11.2016 with the respondent company for purchasing Flat No.EX-C-415, measuring 1560sq.ft. along with parking space and other amenities in Tiruvanantpuram CityProject. He further submitted that he had paid total consideration amount of flat of Rs.38.82 lakh in 5 installments between period 03-10-2014 to 26-09-2017 but till now, the possession of the flat is not handed over and requested to direct the respondent to hand over the possession of flat and execute the sale deed. He had also pray for compensation for delay in handing over the possession of flat.

The Complainant has placed agreement for sale dt.17-11-2016 on record wherein at page 11 of the agreement, it is mention that the whole consideration amount has been received by the respondent.

Mr. Shashi Bhushan Sinha, director of the respondent company has filed supplementary affidavit on 05-08-2019, stating therein that the flat of complainant will be handed over by December, 2020.

On 16-08-2021, the respondent had filed another reply stating therein that on a perusal of para 12 of the agreement for sale dt.18-11-2016, the date of completion of building was July, 2018 with a grace period of 6 months. It has been further submitted that the complainant insisted that he will take possession after completion only even if it is delayed but he wants the registry of his flat at the earliest for showing it to the authorities under the bank and as such, the flat was registered in favour of the complainant by the respondent through an absolute sale deed dt.26-09-2017. It is also submitted further by the respondent that the complainant himself violated the clauses of the agreement for sale and got the flat registered in his name before due date as mentioned in para 12 of the agreement therefore no fault is attributable in the part of respondent and respondent in reply filed on 05-08-2019, has already submitted that the possession of flat will be handed over to complainant by December, 2020.

During the last hearing on 23-11-2021,the learned counsel of the complainant submitted that,during the last hearing, the respondent company had stated that they would hand over the flat to thecomplainant. The learned counsel further submitted that work in the project is stillincomplete such as no windows/doors and no pipe work.

The learned counsel for the respondent company submitted that the flat is complete and flooring is at the final stage. He further submitted that the conveyance deed was executed in the year 2017 and the possession was to be handed over by 2021. The learned counsel for the respondent company submitted that the respondent company is ready to handover the possession but the complainant is not ready.

The authority on the last hearing had directed the respondent company to file an affidavit within 2 days clearly stating therein that the possession letter would be given within 15 days and also serve a copy of the affidavit with possession letter to the complainant. If the possession letter is not handed over to the complainant on 7-12-2021 and also filed before the Authority, penalty of Rs.1,000/- per day shall be imposed upon the respondent company till the handing over of the possession letter.

In compliance to last hearing direction, the respondent had filed, supplementary counter affidavit on 25-11-2021, stating therein in para-11 of the same, that the flat of the respondent is complete in all respect except window panelling and cleaning work and as such, the possession of flat will be handed over to complainant very soon, pursuant to which by an email and a letter dt.25-11-2021, the covering letter along with the letter of possession was sent to the complainant.

Complainant has informed through mail on 31-12-2021 that the possession of the flat has handed over to him on 10-12-2021, but the parking space is not allotted to him as yet and he had requested for the same to the respondent.

The bench notes the submissions of both the parties and in view that, since the possession of the flat is handed over to complainant but parking space and other amenities work is still pending to be completed, Hence, directs the respondent to allot the parking space and complete all the remaining work and provide all the amenities as per the sale agreement dt.17-11-2016 within 60 days from the issuance of this Order.

Sd/-
Nupur Banerjee
Member