

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Full Bench of Mr. Naveen Verma, Chairman, Mr.
R.B. Sinha, Member and Mrs. Nupur Banerjee, Member

Case No.CC/209/ 2019.

Smt Chhaya Rani.....Complainant

Vs.

Agrani Homes Pvt. Ltd..... Respondent

Project: IOB Nagar, Sarari (J- Block)

16.9.2021

ORDER

The batch cases of the project of IOB Nagar related to Block J have been taken up on a number of occasions, the last being on 2.9.2021. The MD of the respondent company and the association of allottees had agreed to complete the remaining construction in J Block which has been recorded in the order sheet.

The case of the complainant is that she has booked apartment in April, 2013 for Flat no.401 with the assurance that it would be handed over to her by 2015. Apart from possession of the flat she has requested for payment of rant and interest as compensation. She has paid Rs.13 Lacs against the total cost of Rs.28,14,257/-. She has sent application dated 16.1.2019 where it has been stated that she would like to continue with the registered agreement by making payment of dues if any, to the builder instruction of the Authority. She has requested for monthly house rent; interest paid by her and a time bound Action Plan for

completion of the Block be given to the promoter. She has filed copy of the registered agreement to sale and receipts.

She has also filed a copy of the legal notice dated 31.3.2017 for payment of outstanding amount of Rs 13,16, 985/- and copy of her reply dated 10.4.2017 wherein it has been stated that payment of further installments has been stopped because the promoter had failed to honor the time schedule of the agreement to sale and there was no clarity when the apartment would be handed over.

No rejoinder has been filed by the respondent. The legal notice sent to the complainant and the reply thereto as well as the submission of the complainant was perused.

The Authority observes that the Real Estate (Regulation and Development) Act, 2016 casts obligation both upon the promoter and the allottee. The allottee is required to pay the installment as per the agreement to sale as per Section 19 of the Act.

The Authority takes note of the joint submissions made before it by both the parties regarding the efforts being made to complete the construction of the project by the association of allottees and the promoter which was mentioned on the last date of hearing.

The allottee is directed to arrange financial resources for the payment of installments so that construction of the project does not suffer. In so far as the claims for reimbursement of interest paid to banks and rent paid for the house they were forced to take on rent during the period of delay, that would come under the category of compensation

for which the complainant may move before the Adjudicating Officer.

The Authority observes that a separate Bank account for J-Block would be opened and operated jointly by the association of allottees and the promoter. The complainant is directed to immediately pay the installments linked with construction as agreement to sale to the respondent company at the earliest and make further payments in the new bank account as and when demand is raised by the association of allottees.

With these directions the matter is disposed of.

Sd/-
Naveen Verma
(Chairman)

Sd/-
R B Sinha
(Member)

Sd/-
Nupur Banerjee
(Member)