

# 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/723/ 2019.

**Smt. Seema Kumari** .....**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 a registered agreement of sale was executed in May 2015 for Flat no.502 after paying a booking amount of Rs 4,85,167/- with the assurance that it would be handed over to her by December 2016. She has requested for delivery of possession of the apartment. The total consideration amount is Rs 32,34,449/- She has been paying 5% of the consideration amount as every installment as per mutual agreement although the agreement to sale mentions that the construction linked installment would be paid at the rate of 10% of the consideration amount.

However, she was served with a legal notice dated 24/10/2019 regarding paying the balance amount of Rs 19,28,345 along with suitable bank interest. She has filed a copy of the legal notice and the reply dated 9/11/2019 sent by her wherein she has requested for payment of interest on the amount deposited and other compensation for house rent etc and, inter alia, challenged the payment schedule mentioned in the agreement to sale as being unfair and not in accordance with the Real Estate (Regulation and Development) Act, 2016. She has filed copy of the registered agreement to sale, legal notice and receipts.

In her complaint petition she has also stated that the promoter may not demand further installment payment after due date of

delivery of possession except at the time of execution of sale deed and delivery of possession.

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 submission that the agreement is not fair cannot be raised at this stage because it was signed by both the parties in 2015 before the enactment of this legislation.

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)