

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case Nos. RERA/CC/846/2021

Iftekhar AhmadComplainant

v.

Hawk Buildtech Pvt. Ltd.....Respondent

Project: - H.B. Tower

Present: For Complainant: Mr. Rakesh Roshan, Advocate
For Respondent: Mr. Sharad Shekhar, Advocate
Md. Aameem, Managing Director

INTERIM ORDER

30-12-2021

The matter was last heard on 29-11-2021.

The complainant has stated that he had booked a shop no. B-3 in H.B. Tower Residency measuring super built up area of 540 sq. ft. for a total amount of Rs. 22,14,000/- @ Rs. 4,100/- per sq. ft. and that he had paid almost 50% of the payment i.e. Rs 11,00,000/- at the time of booking on 03.08.2013. An agreement for sale was entered into on 11.08.2013 the respondent company had to complete the project within 45 months with three months grace period. It has been alleged that the respondent company sold the part portion of the land upon which the shop was to be constructed to another buyer without the consent of the complainant and other allottees. That the complainant has further stated that when objections were raised with respect to such fraudulent act, the respondent builder started pacifying various allottees or stake holders by offering to pay double-triple of the respective investment of the allottees. The complainant further stated that the complainant tried contacting the respondent company, but no satisfactory response was received from the company. Therefore, the complainant has filed the complaint praying for refund of Rs. 33 lakhs.

The complainant has placed on record the agreement for sale dated 11.08.2013.

Reply was not filed by the respondent company till the last date of hearing however the same was filed after the matter was posted for orders.

In the reply, the respondent company has admitted the receipt of Rs. 11 lacs from the complainant. In its reply, the respondent company has stated that the commercial map could not be passed as the land upon which the project was to be constructed came under the jurisdiction of the PMAA. It has further been stated that the respondent company has not done any allotment or booking after the formation of the PMAA and they are ready and willing to either handover the possession upon receipt of entire dues from the complainant or refund the amount paid by the complainant with interest.

Rejoinder to reply has been filed by the complainant along with a copy of the agreement dated 28.02.2017.

The Bench observes that the reference made by the complainant to an agreement dated 28.02.2017 regarding adjustment of profits of some other project towards the dues of the complainant in respect of the said flat is an internal matter between him and the respondent company. This matter has to be adjudicated in a court of competent jurisdiction and the Bench cannot accept this as payment of the dues if the promoter is not accepting it.

The Bench notes that the respondent company has agreed to either refund the deposit or hand over possession if the remaining amount is paid by the allottee.

The allottee may clarify whether he wants refund with interest or whether he is willing to make the balance payment of the consideration amount to the promoter who would then execute the deed of absolute conveyance of the flat and hand over possession to him. The issue of compensation, implicit in the relief sought by the complainant, has to be raised before the Adjudicating Officer.

Put up on 11.1.2022.

Sd/-
Naveen Verma
Chairman