

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member
Case No. RERA /CC/624/2022

Balaji HomesComplainant

Vs

Mr. Ashish KumarRespondent

Project: Balaji Heritage

23/07/2024

O R D E R

This matter was last heard on 14.03.2024 when both the complainant and the respondent were absent. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. Learned counsel for the complainant submits that a registered sale deed for agreement was executed on 17.03.2020 between the complainant and the respondent for sale of flat no. 203 at 2nd floor with covered car parking at Balaji Heritage Apartment project in a total consideration of Rs. 25.30 lakh. The project Balaji Heritage is a registered project of RERA, Bihar. At the time of execution of sale agreement, the respondent has paid Rs. One lakh out of total consideration amount of Rs. 25.30 lakh. Rs. 6.64 lakh of the amount due, as per schedule of payment, which was demanded by the complainant. The complainant has sent demand notice several times but the respondent has avoided to make any payment due to which construction work is being affected. Even after receiving the letter/ notice, the respondent is not bothered even to reply of that particular aspect of the notice. The copy of the payment receipt against the booking of flat no. 203 has been submitted by the complainant. The respondent is deliberately avoiding making confide payments amounting to Rs. 6.64 lakh which is outstanding dues / installments, against his name. Due to this non-payment, the building construction work is being affected and the complainant is in very mental harassment for the hindrance of work in the said project. The reliefs sought by the complainant are as follows: -

- (i) Direction to the respondent to pay the amount due towards the flat as early as possible along with interest for delay in payment as per RERA Act, 2016.
- (ii) If the respondent is unable to pay the amount due, then the Authority may direct the complainant to cancel the allotment of respondents as per the RERA Act, 2016.
- (iii) Direction to pay litigation cost plus loss suffered to delay in payment/ hindrance in construction work plus mental harassment to the complainant of Rs. 50,000/-.

3. The respondent submits that he is ready to take delivery of possession of flat and make payment to remaining consideration money. He further submits that the building construction is not in proportion to the payment. The

respondent has paid Rs. One lakh, out of total consideration Rs. 25.30 lakh for purchase of flat but the complainant has neither completed the flat nor delivered the possession nor refunded the principal amount.

4. On the other hand, learned counsel for the complainant submits that the building is constructed up to 4th floor. The complainant is ready to refund the principal amount to the respondent. The complainant has reminded the respondent to invoke page no. 14 of the agreement dated 17th March, 2020. The agreement relates to condition for charging interest on due amount and cancellation of allotment. The complainant company has allotted the respective flat no. 202 and flat no. 203. Flat No. 202 has been allotted in the name of Mrs. Purnima Jaiswal. Flat No. 203 has been allotted to Mr. Ashish Kumar. The deficit amount has to be paid by the respondent, otherwise the complainant company will refund the amount which their firm has received after deducting the interest on the amount. The complainant company has made this complaint petition to direct the respondent either to pay money or to cancel allotment.

5. The Bench takes the notes of submission of both the parties and peruses the record. The Authority observes that a registered sale deed for agreement was executed on 17.03.2020 between the complainant and the respondent for sale of flat no. 203 at 2nd floor with covered car parking at Balaji Heritage Apartment project in a total consideration of Rs. 25.30 lakh. The project Balaji Heritage is a registered project of RERA, Bihar. At the time of execution of sale agreement, the respondent has paid Rs. One lakh out of total consideration amount of Rs. 25.30 lakh. Rs. 6.64 lakh of the amount due as per schedule of payment, which was demanded by the complainant. The complainant has sent demand notice several times but the respondent has avoided to make any payment due to which construction work is being affected. The copy of the payment receipt against the booking of flat no. 203 has been submitted by the complainant. The structural work of the building is constructed up to 4th floor, photograph has been submitted by the complainant Builder. The agreement relates to condition for charging interest on due amount and cancellation of allotment. The deficit amount has to be paid by the respondent, otherwise the complainant company will refund the amount, which their firm has received, after deducting the interest on the amount.

6. In the light of above observation and also taking into consideration of the submission made on behalf of the parties and going through the materials available on record including the absolute sale deed dated 17.03.2020, as well as the discussion made above, the Bench hereby directs the respondent allottee to pay an amount of Rs. 6.64 lakh due, as per schedule of payment, along with interest for delay in payment, to the complainant builder, within sixty days of issue of this Order.

7. If the payment is not made by the respondent within sixty days, then as per the agreement, the complainant may cancel allotment of flat no. 203, along with covered parking, at Balaji Heritage Apartment project and refund the principal amount of Rs. One lakh paid by the respondent, deducting the interest on the amount.

8. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA.
9. With the aforesaid observations and directions, this case is disposed of.

Sd/-
Nupur Banerjee
Member