

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Telephone Bhavan, Patel Nagar, Patna-800013.
Before the Single Bench of Mr Naveen Verma, Hon'ble Chairman

Case No. RERA/CC/449/2019

Saurabh KumarComplainant

Vs

M/s Imperial Foundation Construction Pvt Ltd.....Respondent

Project:ANURAG PLAZA

ORDER

7-2-2022

The matter was last heard on 21-1-2022.

The case of the complainant is that he booked a flat and agreement for sale was executed on 24-06-2016. Against the total consideration of the flat of Rs. 49,75,000/- the complainant has paid Rs. 43 lakhs to the respondent company. The complainant has alleged that the flat was to be handed over by December 2019 but the respondent company has neither completed the flat and handed over the possession to the complainant nor has the company obtained registration from the RERA. Therefore, the complaint has been filed praying for handing over of the possession.

The complainant has placed on record Deed of agreement for sale dated 24-06-2016, money receipt dated 24-7-2016 for Rs. 25 lakhs, money receipt dated 9-8-2017 for Rs. 5 lakhs, money receipt dated 10-7-2017 for Rs 1,00,000/-, money receipt dated 26-12-2017 for Rs. 2 lakhs, money receipt dated 29-7-2018 for Rs. 50,000/-, another money receipt dated 29-7-2018 for Rs. 50,000/-, money receipt dated 17-01-2018 for Rs. 5 lakhs, letter dated 03.06.2016 issued by the respondent company and photographs of the site.

Reply has been filed by the respondent company wherein the respondent company has admitted that there was delay in completion of the project as registration to be granted u/s 5 of the Real Estate (Regulation & Development) Act, 2016 was pending before the Authority. The respondent company has further stated that the respondent company is doing its work sincerely and is willing to deliver the project to the allottees including the complainant.

During the course of hearing, the complainant apprised the Bench of various issues in the project such as - the security issues; fire safety system issue, non-installation of lift, and non-finalisation of the parking area. The complainant has further informed the Bench that a number of work is pending in the project. The complainant further reiterated that the project has not been registered with the Authority.

The learned counsel for the respondent company submitted that no flat has been registered to the allottees as their application for registration is still pending with the Authority. However, upon verifying the records with the Registration Wing, the Bench learnt that the registration for the project in question has already been granted in January 2021. The respondent company further orally submitted all the flats have been completed and handed over to the allottees and the dispute with the land owner has also been resolved. So far as the issue of parking space is concerned the learned counsel for the respondent company has assured that the same would be resolved in the presence of all the allottees. Assurance has also been given by the respondent company that all the remaining work would be completed by February 2022.

Having heard the submissions of both the parties, the Bench gave certain directions to the promoter on the last date of hearing.

The Bench reiterates its direction to the respondent company to execute the conveyance deed, hand over possession of the flats to the allottees after providing all the amenities as specified in their brochure by

28 February 2022. The promoter would obtain Completion Certificate/ Occupancy Certificate from the competent authority and share these with the allottees. The complainant would to pay their dues, if any, to the respondent company in terms of their obligations under section 19(6) of the Act.

If the respondent company fails to complete the remaining pending work by 28 February, 2022, a fine of Rs 10,000/- for every day of default would be imposed.

Sd/-
Naveen Verma
Chairman