

# REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Single Bench of Mr. S.K. Sinha, Member

**Case No. CC/612/2019**

Mr. Pankaj Kumar Singh ..... Complainant

Vs

M/s Anu Anand Construction Pvt. Ltd... ..... Respondent

Present: For Complainant: In person  
For Respondent: Mr. Rakesh Roshan Singh, Advocate

**23/12/2020**

## **ORDER**

Hearing taken up through video conferencing. Complainant is present in person. Mr. Rakesh Roshan Singh, learned counsel of the respondent is also present. Learned counsel of the respondent prayed for final order and complainant also requested for order.

After perusal of the record and having gone through the rival submissions it has found that the complainant has filed this complaint dated 01/10/2019 for registration of flat and compensation. But from the plain reading of the complaint petition facts of the case are not understandable and what actually complainant wants to state was also not clear.

However, the Authority had sent a notice dated 16/10/2019 to the respondent company along with copy of complaint petition for filing reply by 04/11/2019. Thereafter, on 09/12/2019, the respondent company had filed their written reply stating that the complainant booked a flat in "Sai Enclave" project in the year 2012 and agreement for sale registered on 07/04/2012, but absolute sale deed remains pending due to outstanding amount on the complainant. As per the construction link plan given in the agreement for sale complainants were supposed to complete the entire payment within a period of 6 months. That even till date their payment remains pending, which is a sum of Rs.3,89,678/-. The respondent also stated about compound interest for the period of 7 years as per contractual terms. The respondent also claimed electricity, rent and maintenance cost from the complainant as they are incurring regular maintenance cost of Rs. 4000/- per flat as the complainant staying in the booked flat in Sai Enclave Apartment for more than 2 years.

Both the litigating parties have been given around 6 hearings. The respondent counsel argued that complaint is completely vague and case is based on untrue facts. He further stated that the complainant is an illegal occupant in the said apartment and no relief shall be granted to him as he has violated the Section 11 of Bihar Apartment Ownership Act, 2006 and Section 19 clause (6) & (7) of Real Estate (Regulation and Development) Act, 2016. On the other hand, complainant had denied the allegation but he admitted that he was living in the said apartment

since April 2018 with the permission of promoter only.

Having gone through the records of the case and heard the rival argument, it has been found that the complainant has not paid the remaining consideration amount i.e. Rs 389678/- to the respondent company as per the terms of agreement for sale dated 07/04/2012 and also caused financial loss to the respondent company for not providing maintenance charges of Rs4000/- P/M, monthly electricity bills and rents for living in the said apartment without full and final payment since 01/04/2018.

As per earlier oral order also, the Bench directed the complainant to pay the due amount along with interest to the respondent and complete the registry process of flat no.401, Block A (2BHK) 4<sup>th</sup> floor in the said apartment, the complainant has failed to comply with the earlier order of amicable settlement. So, it is therefore directed that the complainant shall pay the remaining amount of Rs.389678/- along with compound interest @ 8% P/A from 10/7/2015 (i.e. the month of last payment by the complainant) till final payment and get the sale deed executed in his favor. However, the Complainant and the Respondent may amicably negotiate for lowering the rate of interest on the balance amount as per Section 19(8) of the Act, 2016

It is further directed to the complainant to pay Rs. 4000/- P/M maintenance charges of the said apartment and also to pay electricity bills since 01/04/2018 on actual to the respondent and settle the account.

It is also directed to the respondent company to complete the remaining work of the project and apartment such as repairing of damp area, parking area, common area, lift area etc as per promises made under agreement for sale with the complainant and execute the sale deed accordingly. All the above directions shall be complied within 60 days of this order.

With above direction the case stands disposed of.

**Sd/-**  
**S.K. Sinha**  
**Member**