

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr. Naveen Verma, Chairman
RERA/CC/1067/2021

Shankar Prasad

.....Complainant

Vs

Mundeshwari Multicon Pvt.Ltd.

.....Respondent

Project: Mundeshwari Jamalpur Tower Complex.

ORDER

20.09.2022

22.09.2022

In this matter interim order was passed on 24.06.2022 in which certain issues were raised. The matter was last heard on 25.08.2022.

A supplementary reply was filed on behalf of the complainant on that date. The matter was heard thereafter. It has been submitted that the project has not been completed and that fixtures have not been provided as per the agreement. He has submitted photographs showing some of the incomplete works. The complainant has also contested the assertions of the respondent that the project was completed in 2020 and that he has not been given copy of the completion certificate.

The respondent has filed a copy of the completion certificate submitted on 24.08.2020 to the Nagar Parishad Danapur Nizamat. He has also filed copy of the deed of the sale executed by Shri Abhaya Ranjan Kumar wherein it has been mentioned that the construction and finishing work has been completed.

During hearing, the learned counsel for the complainant submitted that the project has not been completed as per para 24 of the Development Agreement. However, the learned counsel for the respondent submitted that the building has been completed in the month of August, 2020 itself, although as per development agreement signed in September, 2017, they were given three years and six months to complete the project.

Learned counsel for the respondent submitted that the complainant has refused to pay GST and one time maintenance charges and hence the agreement of sale was not executed with him, whereas in the case of other allottees who have paid the GST and maintenance charges, the deeds were executed.

This was, however, denied by the learned counsel for the complainant. He reiterated that the flats falling within his share as per the agreement has not been completed, as fixtures, Iron grill, painting etc are still pending.

During the course of hearing, learned counsel for the respondents offered to hand over the flat within 72 hours, after GST is paid by the complainant. He further stated that they will not insist upon payment of one time maintenance charge.

The Authority recalls that the issues have already been discussed at length in the interim order wherein it has been stated that the complainant is willing to pay the GST.

The Authority takes note that the respondent is willing to hand over the flat if GST is paid by the complainant.

The Authority, therefore, directs the complainant to pay the GST due to the promoter. In the meanwhile the promoter shall complete the finishing work so that they would be able to fulfill the commitment to hand over the flat within 72 hours after payment of GST by the complainant. The promoter shall also complete the fixtures, painting etc in accordance with those terms and conditions as mentioned in the agreement. If the promoter does not hand over the flat within the stipulated period after receipt of GST, a penalty of Rs 5000/- (Five Thousand) would be imposed for each day of delay.

The complainant is at liberty to press his demand for compensation before the Adjudicating Officer.

With these directions and observations, the matter is disposed of.

Sd/-
(Naveen Verma)
Chairman