REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDINGOFFICER, RERA, BIHAR
RERACC/661/2022

Anil Kumar& Ors. ---------- Complainants

Vs

M/s S.N. Infracon Pvt. Ltd. ---------- ----------Respondent

PROJECT – **Sahay Mansion**

26/05/2026 **O R D E R**

The complainants have filed this caseto direct the respondent to complete the rest work of the said project, to direct the respondent to vacate the Car parking area and remove the unauthorized and illegal construction made in the open space and car parking area, to direct the respondent to execute registered sale deed in favour of the complainants, to direct the respondent to pay Rs. 4,00,000/- as compensation for financial loss incurred, mental torture, physical harassment and also to pay the litigation cost and/or any other relief/s as may deem fit and proper in the interest of justice.

2. The complainants' case in brief is that the complainant no. 6 is the landowner, who had executed development agreement dated 11.11.2016 for development of land by construction of a multi-storeyed residential apartment project in the name as 'Sahay Mansion'. The complainants relying upon the information given by the respondent, paid the booking amount and thereafter individually entered into separate agreements with the respondent to purchase the flats through the registered agreement and subsequently after making full payment on various dates deeds of Absolute Sale were also executed by the builder in favour of each of the complainants. As per agreement, the said building was to be completed within two years six months from the date of agreement for sale dated 15.11.2019 and was to be extended in the event of force majeure.It was to be completed on or before 15.11.2021. In the year 2020-21 possessions of the several flat owners have been provided without completion of project in all aspect. Even after payment of entire consideration

money, the builder has failed to complete the work and install lift, electrical wiring, parking area, the staircase, building exterior work, water drainage system, Generator, fire fighting equipment, garden and also illegal and unauthorized constructions have been done oncommon space.Garden was promised on the open space but the same is not developed. As per RERA Act, the builder is under obligation to form Society after handing over of possession but till date the same was not done. On several occasions, the buyers/ complainants requested for formation of society and completion of remaining work and fulfil the terms and conditions of the agreement but that has not been done. Hence, this case is filed.

3. A counter affidavit on behalf of the respondent no. 1 and 2 has been filed stating therein that the complainants have not come with clean hand and have tried to tarnish the reputation and popularity of the company by filing the present complaint petition. As per the agreement, the complainants have to pay the agreed consideration amount as detailed in the payment schedule of the Agreement Deeds, but they have failed to comply the terms of agreement and as such the said agreement cannot constitute any legal right to the complainants and hence, the present complaint petition is highly misconceived, bereft of the truth and hence, fit to be dismissed. Instead of making payment of rest of the consideration amount, the some of the complainants have occupied the flats forcefully and modified the construction as per their wishes and also against the project plan, which was objected by the builder, which was not taken in good taste by the complainants and the present complaint petition has been filed with false and vexatious claim. The installation of lift was neither agreed nor mentioned in the Agreement Deeds but the respondent has provided lift facilities, which is under process. Since, the complainants have not performed their agreement part by paying the rest of the consideration amount and the respondent is facing financial scarcity even that installation of lift is in progress and rest of the claims of the complainants have been completed. The complainants, namely, Anil Kumar and Mukesh Kumar have not paid the total consideration amount. Therefore, sale deed could not be executed in favour of the complainants Anil Kumar and Mukesh Kumar.

4. Heard Shri Kishore Kunal, learned counsel for the complainants and Shri Ashwani Kumar, Builder.Perused the case record. It is admitted fact that the complainants are residing in their respective flats of the concerned project. The complainants have not mentioned how and under what situation, they entered into their concerned flats without completion of the project and as per the respondent they have taken possession forcibly. The respondent has not brought any evidence regarding forceful possession of the complainants. In such a situation it may be presumed that the complainants are residing in the concerned flats with the consent of the respondents. During argument, the respondent admitted the fact that only installation of lift has not been done and other facilities have been provided to the complainants. The respondent has also argued that some of the complainants have not paid the rest of the amount but it has not been denied by the complainants.

5. Considering all the facts and circumstances,the respondents are directed to install the lift, complete the project as per agreement of sale within a period of sixty days after receiving all the remaining consideration amount from the complainants, who have not paid the same.The complainants are at liberty to file complaint case regarding compensation before the Adjudicating Officer.

6. With the aforesaid observation/ direction, the present complaint case stands disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special PresidingOfficer
RERA, Bihar