REAL ESTATEREGULATORY AUTHORITY, BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No. RERA /CC/960/2020
RERA/AO/274/2020

Dr. Amrendra Kumar Singh ……...Complainant

Vs

M/s Rukmani Buildtech Pvt. Ltd. …….Respondent

Project: Chhatrapati Shivaji Greens

17/08/2023
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O R D E R

This matter was last heard on 30.05.2023 when the complainant's Advocate was present and the respondent was absent. The matter was fixed for orders on 31.07.2023, however, due to preoccupation of the Bench in other matters, the order could not be pronounced on the date fixed.

2. The learned counsel for the complainant stated that the complainant approached the respondent and booked a 2 BHK flat No. 303 in Block B in the project of the respondent with the name "Chhatrapati Shivaji Greens" vide agreement of sale dated 14.05.2013 wherein by Clause-11 it was agreed by the respondents that construction will be completed by May 2016 with a grace period of six months for reasons beyond the control of builder. The total consideration of the said flat was Rs. 25,42,600/- which is inclusive of parking and other extra charges and the complainant has over the period paid an amount of Rs. 21,84, 320/- towards the purchase of flat which accounts for 86% of the total consideration. Despite payment of more than 80% the construction of flat was not complete and was far away from its completion within time limit as mentioned in agreement.

3. The complainant declared that the respondents have committed breach of the agreement for sale by not handing over the possession even after lapsing of many years. The complainant is not alone who is suffering but many other buyers are facing same situation. The complainant along with other buyers had requested the respondents on several occasions for completion of the project, however, the respondent has only offered false assurance but did nothing towards the completion of the said project.

4. It is submitted that the respondent has failed to adhere to the agreement entered between the parties and failed to handover the flat in stipulated time. The respondent i.e. Rukmani Buildtech is a real Estate developer. The respondent stated that his company name is Rukmani Buildtech Ltd. which is the real estate developer and is run by Mr. Ajeet Azad, son of Shri N. Thakur, who is also the Managing Director of the respondent company. The Respondent M/s Rukmani Buildtech Pvt. Ltd. has got its projects registered from Bihar Real Estate Authority and the project was to be completed by 31.12.2019. The period of completion granted by the Real Estate Regulatory

Authority has expired and the builder has already submitted application for extension of further time.

5. As a matter of fact, the building was ready with the plan to complete the remaining project and the builder has already sent a request letter to the buyers to clear their dues so that remaining work should be completed within the stipulated time.

6. He stated in writing that 60% work of Flat No. 303, B Block which was booked by the complainant, had already been completed and the remaining work was going to be completed very soon but the real impediment in completion of the work was the remaining payment that had to be paid by the complainant but still the complainant has not paid the remaining amount. In spite of their various requests, the complainant did not pay any heed to their request. He requested that there should be no hindrance in completion of the work of the B- Block, flat No. 303 and possession could be transferred to the complainant well within the time limit. The work exercised was going on at full swing and once the complainant will clear the dues, he will be given possession as soon as possible.

7. In the hearing held at 28.02.2023, the complainant submitted that the flat has been completed. The complainant wants possession of the flat. The complainant also prays for interest amount for the delayed period and compensation. In the hearing dated 30.05.2023 the complainant stated that he has taken possession also. He was only praying for interest on delayed possession.

8. The Bench takes note of submission of both the parties and perused the record. The complainant booked the 2BHK flat No. 303 in Block B in the project of the respondent with the name 'Chhatrapati Shivaji Greens' vide agreement of sale dated 14.05.2013, wherein by Clause II it was agreed by the respondents that construction will be completed by May 2016 with a grace period of six months.

9. The Authority decides that RERA was not in force at the time of agreement, executed between the complainant and the respondent. So, for any breach of the agreement committed by the respondents at that time, has to be dealt by the civil court and the complainant is at liberty to go to the competent court for getting justice, regarding this matter.

10. The Authority observes that the respondent has taken RERA registration, later on, and as per the registration, the completion date of the project was 31/12/2019. In the hearing held on 28.02.2023, the complainant submitted that the flat has been completed by the respondent and in the hearing dated 30.05.2023, the complainant stated that he has taken possession of the flat in question.

11. The Authority is of the view that the total delayed time for completing the project will be from December, 2019, which is the completion date as mentioned in RERA registration. Now, the complainant wants interest to be paid for the delayed period. It has been observed that the complainant has filed

a chart in the rejoinder affidavit regarding payment, which shows that Dr. Amarendra Singh has paid 86% of the total consideration amount, but no evidence is submitted by the complainant which shows that he has paid the remaining 14% as the amount due. So side by side of the respondent, the complainant is also a defaulter in making his remaining payment of the consideration amount. The respondent promoter has fulfilled his obligation in completing the project, though delayed, but the complainant till now has not fulfilled his part of the obligation of paying the dues amount.

12. In the light of above observation, the Bench hereby directs the complainant to clear his due payment first by paying the remaining 14% of the consideration amount to the respondent, then the respondent promoter will pay the interest of delayed possession of the flat from December, 2019 till date of possession, at the prescribed rate, within 60 days of the issue of this order.

13. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA.

14. With the aforesaid observations and directions, this case is disposed of.

Sd/-

(Nupur Banerjee)
Member