

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/163/2025

Mrs. Nirmala Kumari and Mr. Jeevanch Kumar Singh Complainant(s)
Vs.

Soho Infrastructure Pvt. Ltd. Respondent

PROJECT- SOHO BADRINARAYAN ENCLAVE

For the Complainant: Mr. Sumit Kumar, Advocate

For the Respondent : None

For the Insolvency Professional : Mr. Rahul Srivastava, Advocate

17.07.2026

ORDER

Learned counsel Mr. Sumit Kumar on behalf of complainants, learned counsel Mr. Rahul Srivastava on behalf of Insolvency Professional is present but respondent promoter / his representative is absent.

2. Learned counsel for complainants submits that Respondent Company through its Director, Awdhesh Kumar Singh entered into a development agreement dated 08.11.2012 bearing deed No. 28709 with Land Owners Badri Narayan Prasad Chaudhary and others for construction of the multi storied building namely Soho Badrinarayan Enclave on the land bearing Khata No. 3, Plot No. 5 situated at Muaza -Sadikpur Yogi, P.S. Patrakar Nagar, District – Patna, Bihar. He further submits that the complainants have booked a flat bearing No. 207 in Block – A on 2nd floor having super built-up area 1000 square feet along with one reserve car parking space on ground floor in the said project on consideration of Rs. 32, 00,000/- and accordingly an Agreement for Sale was executed between both the parties on 23.01.2016 through registered deed No. 763 after receiving principal amount Rs. 7,25,000/- (Photocopy of agreement is annexed as Annexure - 1). He further submits that complainants have paid total sum of Rs.

25,50,000/- till date and they have to pay only Rs. 6,50,000/- to the respondent promoter out of said consideration Rs. 32,00,000/- (in support he filed bank statement for payment as Annexure – 2 and agreement for sale Ann-1).

3. Learned counsel further submits that few months after RERA Registration and construction of structure respondent promoter absconded from Patna by stopping the remaining development work of the project and thereafter allottees of the project have started completing the remaining development work of the project. He further submits that almost the project in question is completed and habitable as all the allottees have constructed the building from their fund. He further submits that it is not out of place to mention that the present complainants and other allottees of the project have already taken physical possession of their respective flat along with utilities services and said fact is well known to all the Directors of respondent company, who have no objection regarding the possession and use of utilities. He further submits that complainants have also taken electricity connection bearing Account No. 102340712 dated 06.06.2020 for the above mentioned flat No. 207 in Block – A and residing peacefully in the said flat. Hence, order for execution of unilateral sale deed with respect to the flat No. 207 in Block – A of the Project may be passed in favour of the complainants as the Respondent No. 1 and 2 are absconding.

4. The Respondent No. 1 and 2 in spite of notice and reminder notice neither has taken pain to appear before the Bench / Authority nor filed any reply on the complaint of the complainants. Hence, order has to be passed even in absence of respondent No. 1 and 2 as the case can be keep pending for indefinite period.

5. Likewise, Respondent No. 3 the Municipal Commissioner, Municipal Corporation, Patna, Bihar has also not appeared in spite of notice. Hence, order is also passed even in absence of Ld. Municipal Commissioner as he could not appear.

6. The Insolvency Professional has filed a petition on 14.01.2026 through learned counsel Mr. Rahul Srivastava and Ms. Snigdha to act on behalf of Soho Infrastructure Pvt. Ltd. which is kept on the record. Learned counsel

for the Insolvency Professional submits that he has no objection in execution of sale deed with respect to flat No. 207 in Block – A of the project in favour of the complainants if the remaining consideration amount is deposited in the account, of the society, so that the same may be verified by the Insolvency Professional as and when required and to be placed before the Competent Authority.

7. Learned counsel for the complainants has filed Agreement for Sale dated 23.01.2016 executed by Mr. Vijay Kumar Singh Director of the respondent company in favour of the complainants Mrs. Nirmala Kumari and Mr. Jeevach Kumar Singh through deed No. 763 wherein the respondent has agreed to sell Flat No. 207 in Block – A of the project Soho Badrinarayan Enclave on the 2nd Floor having super built-up area 1000 square feet (approximate) with one reserve car parking space on the ground floor along with undivided proportionate share in the land, common assets and common area including all amenities situated at Vijay Nagar, P.S. Patrakar Nagar, Town and District – Patna, Bihar on consideration of Rs. 32,00,000/- and the complainant has paid Rs. 7,25,000/- to the respondent, which find place in the Agreement for Sale Annexure – 1. The complainants have claimed that they have paid total consideration Rs. 25,50,000/- till date of filing of the complainant, which find support from the bank statement. In this way, it is established that complainants have paid principal amount Rs. 25,50,000/- out of total consideration Rs. 32,00,000/- and they have to pay remaining consideration Rs. 6,50,000/-.

8. Learned counsel for complainants by filing a petition submits that Soho Badrinarayan Enclave Flat Owners Maintenance Society is registered association and in support of his submissions, he filed registration No. BR/01/01/01/OTH/003/2024 dated 27.12.2024 and account number of the project is disclosed through the petition cum affidavit as 002034004100022. Learned counsel has further filed resolution dated 26.04.2026 taken by Association of Allottees for authorising the construction work etc. by the association on contribution of allottees. On basis of such facts and circumstances, Bench / Authority observes that Association of Allottees is active for the further development of the works of

the project and on deposit of remaining consideration from the complainants and other allottees, it will not be misused by anyone as there will be supervision of a legal body which is a registered one. The Insolvency Professional has also no objection in deposit of remaining consideration in the project account to be operated by the Association of Allottees.

9. On basis of materials discussed above, Bench / Authority observes that Respondent Promoter No. 1 and 2 are in process of declaring themselves bankrupt in Indian Bankruptcy Code and also absconding, hence they are not in position to execute sale deed in favour of complainants and other allottees of the Project Soho Badrinarayan Enclave. Hence, the complainants are entitled for registration of unilateral sale deed as the Respondent Promoter No. 1 and 2 are absconding and there is none to take care of remaining development works to be carried out under the provisions of Section 8 RERA Act. As such, the order for execution of unilateral sale deed under Section 21 Bihar Apartment Ownership Act, 2006 may be passed in favour of the complainants in absence of Respondent Promoter No. 1 and 2 and order for unilateral sale deed has to be passed by Respondent No. 3, the Municipal Commissioner, Patna Municipal Corporation, Patna, Bihar / Executive Officer, PMC, Patna, Bihar.

10. Hence, the complaint case of the complainants is allowed ex-parte against the Respondent No. 1 and 2 and Respondent No. 3 the Municipal Commissioner, Patna Municipal Corporation, Patna, Bihar / Executive Officer, PMC, Patna is directed that on presentation of application by complainants on being satisfied pass an order under Section 21 of Apartment Ownership Act, 2006 for unilateral sale deed in favour of the complainant with respect to the Flat No. 207 in Block – A on 2nd Floor having super built-up area 1000 square feet along with one reserve car parking space on ground floor in the project Soho Badrinarayan Enclave on payment of remaining consideration Rs. 6,50,000/- in the account of Soho Badrinarayan Flat Owners Maintenance Society, out of total consideration Rs. 32,00,000/- as per Agreement for Sale discussed above.

11. The Sub Registrar, Patna is also directed to register unilateral sale deed on presentation by the complainants along with order of Municipal

Commissioner / Executive Officer, PMC, Patna on verification with respect to the above Flat No. 207 along with Car Parking Space in Block – A in the project Soho Badrinarayan Enclave on satisfaction of payment of remaining consideration Rs. 6, 50,000/- out of total consideration Rs. 32, 00,000/- and applicable GST.

12. The complainant, if so advised may file a separate case for other reliefs in form of compensation before the Adjudicating Officer, RERA, Bihar.

With above observations and directions, the complaint case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer

RERA, Bihar