

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mr. Ved Prakash,**  
**Special Presiding Officer**

**Case No: RERA/SM/223/2018**

**Authorised Representative of RERA** **...Complainant**

**Versus**

**M/s. Shree Vasi Homes Pvt. Ltd.** **...Respondent**

**Project: Shree Ram Bhajankunj**

**Present: For Authority : Shri. Ankit Kumar, Advocate.**

**For Respondent: Shri Yashvardhan Singh, Advocate.**

**26.12.2024**

**ORDER**

1. The Real Estate Regulatory Authority, Bihar, issued a suo motu show-cause notice on 24.09.2018 to the Director of the respondent company for contravening Section 3 of the Real Estate (Regulation & Development) Act, 2016, by advertising, the project Shree Ram Bhajankunj on website without registering the project with RERA, Bihar.. The promoter was directed to show cause as to why proceedings under Section 59 of the Real Estate (Regulation & Development) Act, 2016, should not be initiated against them.
2. The records were perused, and the promoter submitted a reply dated 03.10.2024, stating that the project in question received the approval of the building plan and permission to erect the building on 26.11.2011, vide Plan Case No: 23102/25/R-G+4-70/26.11.2011/PMC. Upon receiving the approval, the respondent commenced construction and successfully completed the project on 14.12.2015, well before 1st May 2017, which is prior to the enforcement of the RERA Act, 2016.
3. The promoter further stated that, as per Clause 5, Clause 22, and other relevant clauses of the Registered Deed of Development Agreement dated 26.05.2012, and after the distribution of shares, the respondent/promoter received a total of 12 flats out of 24 flats, along with 50% of the parking area in the multistory building named Shree Ram Bhajan Rai Kunj. The respondent also stated that after receiving the shares, they sold 11 flats from their share by

07.02.2017, and the allottees were given peaceful possession well before the enforcement of the RERA Act.

4. The respondent further submitted that one remaining flat, for which an agreement for sale was entered into on 02.03.2016, and for which Rs. 11,000 was received as earnest money, was sold through the execution of a sale deed on 04.05.2017, three days after the enforcement of the RERA Act, due to a financial crunch on the part of the allottee.
5. Additionally, the respondent submitted copies of the Deed of Absolute Sale, which indicate that the flats were handed over before the enforcement of the RERA Act, as evidenced by the following deeds: Deed No. 1591 dated 30.01.2016, Deed No. 2401 dated 17.02.2016, Deed No. 4917 dated 30.05.2016, Deed No. 9496 dated 31.08.2016, Deed No. 9756 dated 08.09.2016, Deed No. 10716 dated 06.10.2016, Deed No. 10970 dated 18.10.2016, Deed No. 12122 dated 26.11.2016, Deed No. 30 dated 06.01.2017, Deed No. 767 dated 07.02.2017, Deed No. 10044 dated 16.11.2015, and Deed No. 4136 dated 05.05.2017.
6. Furthermore, the respondent submitted an affidavit signed by the allottees of the project, in which they stated that they had received peaceful possession of the flats before the enforcement of the RERA Act, 2016.
7. The respondent also submitted that they were not involved in any advertisement of the project and had not authorized LOSTbrick to advertise the project.
8. Upon going through the records and considering the facts and circumstances, the Authority agrees with the respondent company's contention that no violation of Section 3 of the RERA Act, 2016, has been established against them. Hence, the present case is dropped.

With these observations, the matter is disposed of.

**Sd/-**

**Ved Prakash  
Special Presiding Officer**