

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/ 334/2023

Kiran Devi Complainant

Vs.

M/s Shree Loknath Baba Homes Pvt. Ltd. Respondents

PROJECT: SARVAYONI CITY

For the Complainant: Mr. Pankaj Kumar, Advocate

For the Respondents: Mr. Sumit Kumar, Advocate

26.05.2026

ORDER

Learned counsel Mr. Pankaj Kumar on behalf of the complainant and learned counsel Mr. Sumit Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant had entered into an unregistered Agreement For Sale with the respondent – promoter on 04.07.2018 to purchase a flat bearing Flat no.403 in Block –A on 4th floor, having super built-up area of 1290 sq. ft., along with one reserved car parking on the ground floor in the project “Savayoni City” situated at Lakhni Bigha, Danapur, District – Patna, on consideration amount of Rs.15,00,000/-, out of which the complainant made payment of Rs.4,01,786/- and GST of Rs.48,214/- vide cheque dated 20.07.2017, which finds mention in the Agreement itself. The rest amount of Rs.8,98,214/- was to be paid within seven days from the date of the Agreement. He further submits that at the time of the Agreement, the complainant had also expressed her willingness to pay the rest amount, on which the respondent had stated that whenever the construction work will be started he will inform her to make payment of the rest amount. He also submits that the construction work was started in June, 2020 and in the month of August, 2020 the complainant approached the respondent and expressed her willingness to pay the rest amount but the respondent declined. Again in the month of October, 2020, the complainant approached the respondent to make payment of rest of the amount, upon which the respondent replied that her booking has been cancelled, which made her surprise as before cancellation of booking neither the respondent gave any notice nor any information.

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Thereafter, the complainant having no option sent legal notice to the respondent on 19.01.2022, which was not responded. Hence, the complainant has filed this complaint for a direction to the respondent to deliver possession of the flat and execute the sale deed. He also submits that the complainant is also ready to pay the remaining consideration amount.

3. Learned counsel for the respondent by filing the counter affidavit dated 09.05.2025 submits that the booking was cancelled due to non-payment of the remaining consideration amount within the time prescribed. He also submits that after cancellation of booking the respondent refunded the amount of Rs.4,50,000/- to the complainant. He further submits that in case of failure on the part of the vendee in payment of the due amount within the time schedule, the MOU stands cancelled forthwith and the developer becomes free to allot the flat to any other prospective buyer.

4. Learned counsel for the complainant by filing rejoinder dated 22.07.2024 submits that besides the payment of Rs.4,50,000/- the complainant had also made payment of Rs.50,000/-. He also submits that after cancellation of the Agreement the respondent has transferred Rs.3,60,000/- to the complainant.

5. Heard learned counsels for the parties and perused the record. The Bench observes that the respondent does not dispute the execution of the Agreement For Sale dated 04.07.2018 to purchase a flat bearing Flat no.403 in Block –A on 4th floor, having super built-up area of 1290 sq. ft., along with one reserved car parking on the ground floor in the project “Savayoni City, on consideration amount of Rs.15,00,000/-, out of which the complainant made payment of Rs.4,01,786/- and GST of Rs.48,214/- vide cheque dated 20.07.2017, which finds mention in the Agreement itself. The Bench also observes that the respondent has failed to bring any document on the record to show that the complainant was defaulter in making payment of remaining consideration amount. The Bench further observes that the respondent has also failed in bringing any document on record to show that before cancellation of booking/Agreement For Sale the respondent issued any cancellation letter. The Bench also observes

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that the respondent did not execute the registered Agreement For Sale even after receiving of more than 10% of the total consideration amount, which is mandatory as per Section 13 of the RERA Act, 2016. Hence, the plea taken by the respondent that the booking was cancelled on account of non-payment of the remaining amount stands rejected and, accordingly, the Bench observes that since the cancellation of booking has been found to be bad in law, the complainant is entitled to get possession of the flat and execution of the sale deed after making payment of remaining consideration amount with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the amount due + GST, as applicable.

5. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Director Mr. Rohit Kumar to complete the project and deliver possession of Flat no.403 in Block –A on 4th floor, having super built-up area of 1290 sq. ft., along with one reserved car parking on the ground floor in the project “Savayoni City” situated at Lakhni Bigha, Danapur, District – Patna, and execute the registered Sale Deed in favour of the complainant after completing all legal formalities within two months of this order. The complainant is also directed to make payment of remaining consideration amount along with interest, as observed above, and GST as applicable after delivery of possession of the flat and before execution of the Sale Deed.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar