

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

RERA/CC/375/2025

Mr. Rahul Raj

....Complainant

Vs

M/s Aarthik Housing Pvt. Ltd.

.... Respondent

PROJECT- Shri Sai Village

For the complainant:

Mr. Sumit Kumar (Adv.)

For the respondent:

Mr. Jai Shankar Pandey (Representative)

08.07.2026

ORDER

Hearing is taken up. Shri Sumit Kumar, learned counsel on behalf of complainant and Shri Jai Shankar Pandey, the authorized representative of the respondent are present.

2. Learned counsel for complainant submits that this complaint case has been filed against the respondent company for setting aside the cancellation letter dated 26.06.2025 (Annexure-3) issued by respondent promoter and to direct the respondent to complete the booked flat No.4C of the project –Sri Sai Village and handing over the physical possession and also to execute the absolute sale deed with respect to the said flat in favour of the complainant.

3. Learned counsel for complainant further submits that the complainant had booked a Flat bearing no. 4 C in the proposed project, namely, Shri Sai Village, having built-up area of 958 sqft, carpet area 718 situated in Khata No.135 & 120, Plot-No.246 & 247, Thana No.49, Tauzi No.5293, Maua-Badi Khagaul, Chak, District –Patna on a consideration of Rs. 30,50,000/-. It is further submitted that after paying the booking amount to the respondent, a registered Agreement for Sale dated 21.10.2022 bearing deed no. 18016 (Annexure -1) was executed with respect to booked Flat no. 4 C in the ongoing said project. Learned counsel further submits that the complainant has already paid a sum of Rs. 27,45,000/- till date (Annexure-2), out of total consideration amount of Rs. 30,50,000/-. Learned

counsel alleges that the respondent promoter even after receiving 90 % of the total consideration amount has unilaterally cancelled the allotment of said flat of the complainant in an arbitrary manner as well as on false and frivolous grounds. This action on the part of the promoter is totally against the provisions of RERA Act 2016 as per which the allotment can only be cancelled in terms of Agreement for sale. He further submits that the respondent promoter has not served any prior notice for cancellation so as to pinpoint the default on the part of the complainant. On the contrary, the complainant has made all payments as per the payment schedule. On receiving the cancellation letter, the complainant has also sent a legal notice dated 30.06.2025 to the respondent promoter requesting him to recall the cancellation letter and restore the allotment of said Flat of the complainant, but the respondent paid no heed to the legal notice (Annexure -4). However, the complainant is ready to pay the remaining 10% consideration amount as per the payment schedule.

4. Learned counsel further alleges that as per the Agreement for Sale, the promoter has to handover the possession of flat by 31.03.2025, but the project in question is still not complete and approximately 70 % of the project has been completed.

5. On the other hand, Shri Jai Shankar Pandey, an authorized representative of the respondent company appears and files an affidavit dated 01.04.2026 duly sworn by Notary, Government of Bihar.

6. The learned counsel for the respondent submits that the complainant is an allottee of Flat no 4C in the proposed residential multi-storied project for which a registered Agreement for Sale dated 21.10.2022 was executed on condition that information regarding this deal would not be made public. He further submits that after construction of 4th floor, the complainant was pressurizing the promoter to make some partial modification in the building which was against the approved map of the building, but the complainant threatened the workers engaged in the construction work. The respondent promoter through mail and telephonic communication requested the complainant to refrain from such activities. However, the complainant continued to spread rumors against the project. He was also found

provoking other allottees to create nuisance over the construction works of the project in question. The respondent promoter also sent legal notice dated 22.07.2025 to the complainant to abide by the terms and conditions of Agreement for Sale regarding his conduct due to which the company suffered financial loss. He was asked to furnish his explanation within 15 days of the receipt of the notice, but instead of furnishing explanation, he continued to misguide other allottees to withdraw from the project and consequently, the respondent company cancelled the allotment of Flat no. 4 C of the complainant vide letter dated 26.06.2025. In reply to that, the complainant informed the promoter through mail that he was always ready to pay the remaining amount, but due to cancellation, he was not in a position to pay remaining amount on account of pendency of his case in RERA. Even after issue of cancellation letter dated 26.06.2025, the respondent company/promoter sent two payment demand letters, one dated 18.09.2025 and other dated 25.10.2025 through which the promoter has informed the complainant that they have completed the agreed construction work of their project, Sri Sai Village till 5th floor roof casting and they are trying to complete their work on time. It is also mentioned in the letter that they have completed the brickwork of the flat of the complainant. He further submits that in order to carry on the further work of the project, the respondent promoter requested the complainant to pay Rs. 1,52,500/- immediately against the Unit no. 4 C of the said project.

7. Heard and perused the record.

8. After having heard learned counsels appearing on behalf of both the parties as well as on going through the record, it appears that initially the total price of the Unit 4 C was fixed as Rs. 26,50,000/- excluding the amenities charges. Later on, the consideration amount was increased to that of Rs 30,50,000/- with mutual consent through rectification deed 10.11.2022, out of which the complainant paid a total sum of Rs. 27,45,000/- to the respondent promoter, which was approximately 90% of the total consideration. It also appears that the respondent promoter was not happy with the conduct of the complainant and due to misunderstanding between the complainant and respondent promoter, the

allotment of Flat no. 4 C of the complainant was cancelled unilaterally, but the respondent promoter keeping a lenient view towards the complainant sent demand letter to pay Rs. 1,52,000/- immediately so as to carry on the further work of the unit of the complainant.

9. In view of the foregoing discussions, the Bench/Authority notes that the dispute between both the parties was not relating the payment of consideration amount of the said Unit 4C allotted to the complainant. It was only due to some misunderstanding, the matter became disputed and the complainant had filed this complaint petition. During the course of hearing, the Bench further notes that the respondent promoter was inclined to withdraw the cancellation letter issued in respect of Unit 4 C of the said project provided the complainant pays the remaining consideration money. Hence, the cancellation letter dated 26.06.2025 is rejected. The instant complaint case may be disposed of by issuing necessary directions to the respondent promoter as well as complainant.

10. Accordingly, the respondent promoter through its Directors Mr. Rahul Rahi and Mr. Rajesh Kumar Sharma is directed to complete the Unit 4 C and project in all respect and handover the possession of the said flat to the complainant on receiving the remaining consideration along with interest at rate of 2% above the MCLR of S.B.I on said amount as well as on payment of applicable GST and thereafter to execute sale deed with respect to Flat no. 4 C of the project, Sri Sai Village in favour of the complainant. The whole exercise must be completed within 60 days from the date of issue of the order.

With these directions / observations, the instant complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
08.07.2026