

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
RERA/CC/423/2022

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Mr Arnav

.....Complainant

Vs.

M/s Shri Lok Nath Baba Homes Pvt. Ltd. Respondent

Project: Sarvayoni City.

ORDER

12.01.2024:

This matter was heard on 28.11.2023 after the Interim Order of 12.10.2023.

The learned counsel for both the parties had reiterated the facts and issues mentioned in their submission.

The Authority notes that the matter was filed for possession and compensation whereas in the complaint petition it has been stated that the booking was cancelled by the respondent.

The Authority observes that the complainant ought to have filed the matter seeking relief under Section 11(5) of the RERA Act, 2016. The question of possession would arise only after the letter of cancellation is set aside.

The submission of the respondent that agreement to sale was not executed or allotment letter was not issued cannot be accepted as after the RERA Act and Bihar RERA Rules, 2017 came into force the allottee is entitled to all the rights conferred upon him by the beneficial legislation retroactively, as held by the Hon'ble Supreme Court in the Newtech case. The terms of agreement to sale, even if executed before this statute came into effect, would be deemed to be overwritten by the model Agreement to Sale.

The respondent ought to have executed the agreement to sale, and issued notice to the complainant before cancelling the booking.

The Authority, therefore holds that the letter of cancellation is not justified and is set aside.

The Authority notes from the records that the complainant had paid Rs 13,73,500/- against the consideration amount of Rs 15.50 Lakhs and had admittedly not executed the agreement to sale. The Authority observes that the promoter has apparently violated of Section 13 of the RERA Act and directs that suo motu proceedings be initiated against the respondent company.

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Perused the QPR (Quarterly Progress Report) uploaded by the promoter from time to time. The latest QPR shows that 59 flats have been booked against total of 90 flats.

The Authority therefore, directs the respondent company and its Directors to allot one of the available flats in the project, as they have stated that the flat allotted has been sold.

The Authority observes that, at this stage, it cannot intervene in the price to be paid for the additional area and directs the complainant and the respondent to come to a mutual agreement on this and execute the Agreement to Sale. The complainant would, thereafter pay the remaining consideration amount as mentioned in the Agreement to sale.

With these directions and observations, the matter is disposed of.


(Naveen Verma)
Chairman