

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/ 498/2023

Kundan Kashyap Complainant

Vs.

M/s Shubh Sourya Developers L.L.P & Ors. Respondents

PROJECT: SUBH'S RADHIKA KUNJ -2 OR

NIRMALA MANSION.

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondents: None

26.05.2026

ORDER

Learned counsel Mr. Punit Kumar on behalf of the complainant is present but the respondents are absent.

2. Learned counsel for the complainant submits that the complainant had entered into an unregistered Agreement For Sale with the respondent – promoter Nitin Kumar on 27.06.2018 to purchase a flat bearing Flat no.202 on 2nd floor, having super built-up area of 1559, along with one reserved car parking on the ground floor in the project “Shubh’s Radhika Kunj – 2 or Nirmala Mansion” situated at Mauja – Balbhadrapur, Ward no.43, P.S. – Laherisarai, District – Darbhanga, on consideration amount of Rs.51,44,700/-, out of which he made payment of Rs.43,81,880/- in the manner Rs.20,57,880/- at the time of the Agreement, and remaining amount on different dates which is supported by the payment receipts brought on the record as annexures. He also submits that the respondents had assured to complete the project and hand over physical possession of the flat within the specified period of two years with six months grace period from the date of passing of the map, but the respondents failed in honouring their commitment, rather vide letter dated 15.04.2023 the respondents cancelled his booking without highlighting any default on his part. Consequently, the complainant sent a legal notice dated 08.09.2023 to the respondents, which was refused and returned back by the respondents and then the said notice was sent to the respondents through email but till today that has not been responded. Hence, the complainant has filed this complaint for a direction to the respondents to complete the project and deliver possession of the

flat. Lastly, he submits that the complainant is ready to pay the remaining consideration amount to the respondents.

3. It is evident from the previous proceedings of the case that the respondents never appeared in the proceedings held before the Conciliation Forum, RERA, and thereafter when the matter came to be listed before the Bench/ Authority for hearing on most of the dates except on 03.09.2025, 05.11.2025 and 11.03.2026 the respondents remained absent without any plausible explanation. However, in course of the proceeding dated 05.11.2025 the respondents' counsel had submitted that the work in the building is about to complete and in support of the submission he showed video to prove that the work is still going on and further in course of the proceeding dated 11.03.2026 the respondents' counsel had also submitted that the matter is likely to be settled between the parties and then he prayed for time to file reply, which was allowed and the matter was put up on 06.05.2026, but on 06.05.2026 neither the respondents filed any reply nor remained present, nor sent any intimation in writing about their absence, which constrains the Bench to pass the order on the basis of material available on record as the matter cannot be allowed to remain pending for an indefinite period.

4. Having heard learned counsel for the complainant and perused the record including the previous proceedings recorded in this case, the Bench observes that an unregistered Agreement For Sale dated 27.06.2018 was executed between the parties against Flat no.202 on 2nd floor, having total super built-up area of 1559 sq. ft., along with one reserved car parking on ground floor in the project "Shubh's Radhika Kunj – 2 or Nirmala Mansion" on consideration amount of Rs.53,07,662/- and out of total consideration money, the complainant made payment of Rs.43,81,880/- which finds supports with the documents available on the record and is also not disputed on behalf of the respondents. The Bench also observes that the respondents have failed in bringing any document on record to show that the complainant was defaulter in making payment as per the time schedule and for which he sent any demand letter before sending cancellation of booking of the complainant and, therefore, the Bench

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holds that the cancellation of booking/allotment of the flat is unfounded and the same is, accordingly, rejected. The Bench also observes that in a case, where major portion of the consideration amount of the flat is paid, it is necessary for the end of justice to at least issue a demand letter before taking any major action, like, cancellation of booking/allotment by the respondents. The Bench also observes that the respondents did not follow the provisions of the RERA Act, 2016, where it is mandatory to execute the registered Agreement For Sale before getting more than 10% of the consideration amount as in this case the complainant made payment of Rs.43,81,880/- out of the consideration amount of Rs.53,07,662/-. The Bench also observes that it would be in the interest of justice to balance the convenience that the complainant should pay the remaining consideration amount along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India from the date that amount became due till delivery of possession of the flat to the respondents.

5. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors/partners, namely, Mr. Nitin Kumar, Mr. Mohammad Zeyaulah, Mr. Kumar Gaurav and Mr. Bhawana Sinha to complete the project and deliver possession of Flat no.202 on 2nd floor, having super built-up area of 1559, along with amenities and one reserved car parking on the ground floor in the project "Shubh's Radhika Kunj – 2 or Nirmala Mansion" 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 long 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