

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/556/2024

Birendra Kumar

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Complainant

Vs.

City Buildcon through its proprietor Rajeev Ranjan Respondent

PROJECT: OM SHANTI ENCLAVE

For the Complainants: Mr. Jai Ram Singh, Advocate

For the Respondent: Mr. Rahul Kumar Dubey, Advocate

19.06.2026

ORDER

Learned counsel Mr. Jai Ram Singh on behalf of the complainant and learned counsel Mr. Rahul Kumar Dubey 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 on 1st February, 2023 to purchase Flat no.C-1 on 3rd floor, having built-up area 809 sq. ft., along with Car Parking Space in the project “Om Shanti Enclave” situated at Mauza – Udaini, Survey P.S. Phulwari Sharif, at present P.S. Gopalpur, in the town and District – Patna, on consideration amount of Rs.41,02,800/-, out of which the complainant made payment of Rs.34,00,000/- in the manner Rs.5,00,000/- on 31.01.2023 through cheque no.825107, Rs.22,00,000/- on 16.11.2023 and Rs.7,00,000/- on 18.12.2023 through loan by PNB Punia Chak Branch and these facts are supported by the documents annexed with the record. He further submits that even after the payment of major part of the consideration money and repeated request of the complainants, till date the respondent has neither delivered possession of the flat nor executed the absolute sale deed. As a result, the remaining amount of loan of Rs.5,00,000/- could not be disbursed to the respondent. Hence, this complainant has been filed by the complainant for a direction to the respondent to deliver possession of the flat and execution of registered sale deed. Lastly, he submits that the complainant is ready to pay the remaining consideration amount after delivery of possession of the flat.

3. Learned counsel for the respondent by filing counter affidavit dated 23.06.2025 submits that the said complaint is /2/

not maintainable as it is based on false, misleading assertions because the complainant had entered into an Agreement For Sale dated 27.01.2023 with the respondent for Flat no.C-1 in the project “Om Shanti Enclave Apartment” and paid only booking amount of Rs.5,00,000/- through cheque no.825107 dated 27.01.2023. The complainant made payment of Rs.22,00,000/- against Flat no.C-2 booked vide a separate Agreement For Sale executed between the parties and the respondent has already executed an absolute sale deed on 20.05.2024 against Flat no.C-2, which is annexed as Annexure R/1 to the counter affidavit. He further submits that on 13.04.2024 & 16.09.2024 the respondent issued a legal notice to the complainant to make payment but the complainant did not respond. Thereafter, the respondent issued a formal communication dated 24.02.2024 regarding cancellation of Agreement against Flat no.C-1 and the said information was also communicated to the financing bank vide e-mails dated 19.09.2024 & 25.09.2024. Hence, the complainant is not entitled to get any relief in this case and this complaint is fit to be dismissed.

4. Heard learned counsel for the parties and perused the record. The Bench observes that the respondent - promoter does not dispute the execution of the Agreement For Sale dated 1st February, 2023 to purchase Flat no.C1 on 3rd floor, having built-up area 809 sq. ft., along with Car Parking Space in the project “Om Shanti Enclave” situated at Mauza – Udaini, Survey P.S. Phulwari Sharif, at present P.S. Gopalpur, in the District – Patna, on consideration amount of Rs.41,02,800/- The respondent also does not dispute about making payment of Rs.5,00,000/- at the time of booking by the complainant. The Bench also observes that the only dispute raised by the respondent is that the complainant did not make further payment after making amount of Rs.5,00,000/- at the time of the Agreement, which resulted in cancellation of booking after giving due legal notices to the complainant. The Bench further observes that the respondent has failed to contradict the Bank transaction papers of Rs.29,00,000/- apart from the booking amount of Rs.5,00,000/-, which are annexed with the record. The money transactions papers issued by the Bank, prima facie, show that the total amount of

Rs.34,00,000/- was disbursed to the respondent on 31.01.2023, 16.11.2023 & 18.12.2023. The respondent – promoter has also failed in bringing his Bank accounts details to establish that the aforesaid amount of Rs.29,00,000/- was not received

/3/

by him. Hence, the Bench holds that the complainant had made total payment of Rs.34,00,000/- against booking of Flat no.C-1. Consequently, 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 complainants are 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. In view of the aforesaid facts and the observations made above, the respondent –company and its Director Mr. Rajiv Ranjan is directed to deliver possession of Flat no.C-1 on 3rd floor, having built-up area 809 sq. ft., along with Car Parking Space in the project “Om Shanti Enclave” situated at Mauza – Udaini, Survey P.S. Phulwari Sharif, at present P.S. Gopalpur, in the District – Patna, and execute the registered Sale Deed in favour of the complainant after completing all legal formalities within two months from the date of this order. The complainant is directed to make payment of remaining consideration amount along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India to the respondent from the date the amount became due till the date of payment along with GST amount @ 5% after handing over delivery of possession of the flat and before execution of the Sale Deed by the respondent in favour of the complainant.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.