

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/530/2023

Shankar Prasad & Anrs. Complainant

Vs.

M/s Bhuswami Buildcon Pvt. Ltd. Respondent

For the complainants: Mr. Vijay Anand, Advocate

For the Respondent: Mr. Amit Singh, Advocate

Project:- SUN CITY RESIDENTIAL COMPLEX

PROCEEDING

23.08.2024 Hearing taken up. Mr. Vijay Anand, Advocate, appears for the complainants. Advocate. Mr. Amit Singh, Advocate, appears for the complainant.

Learned counsel for the complainants reiterates his submission that the complainants want delivery of possession of Flat nos. 201 & 202 and execution of Sale Deed as they booked both the flats through MOU dated 30.07.2020 in the project "Sun City Residential Complex" and made total payment of consideration money. He further submits that the title suit filed by the complainant before the Civil Court, Gaya, is different than the relief sought by them in the instant case. He also submits that the MOU dated 30.07.2020, which is annexed as Annexure -3 to the counter affidavit dated 7.6.2024, is forged document and that has been filed to mislead the court as last portion of the last page is disappearing on comparing with the original MOU, whereby, the respondent – promoter gave in writing the description of both the flats and he took money of Rs.2,00,000/- through two cheques and that money was credited to the account of the respondent.

Learned counsel for the respondent submits that there was no Agreement For Sale between the parties and the MOU dated 30.07.2020 executed between them is not an Agreement For Sale, rather that is money lending document as

that does not contain time limit for delivery of flats, descriptions of flats etc. The said MOU does not fall within the ambit of RERA and that may not be considered by RERA. He further submits that the title suit pending before the Civil Court, Gaya, involves the similar facts as have been agitated in this case. He also submits that the respondent has already returned Rs.92,00,000/- to the complainants, which was taken by way of money lending transactions and details of which are contained in Annexure -4 at page 58 of the counter affidavit, to which the complainants' counsel submits that Annexure -4 is self created document by the respondent. The respondent has not filed any document to show that those amounts were ever received by the complainants.

After making arguments at length, learned counsels of both the parties request to file written arguments in this matter within ten days, which is allowed. They are directed to file the same by 03.09.2024.

With mutual consent of the parties, the order is reserved.

Sd/-
S.D. Jha,
Member