

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

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

RERA/CC/537/2023

Shilpi Gupta, w/o Ajay Kumar Gupta Complainant

Vs.

M/s R.R. Builders & Developers Pvt. Ltd.Respondent

For the complainant: Mr. Jai Ram Singh, Advocate

For the Respondent: Mr. Parth Gaurav, Advocate

Project:- SANCHAR NAGAR, BLOCK – 03

PROCEEDING

03.06.2024 Hearing taken up. Mr. Jai Ram Singh, Advocate, appears for the complainant. Mr. Parth Gaurav, Advocate, appears for the respondent virtual mode.

Vide proceeding dated 25.04.2024 the respondent was directed to file counter reply within three weeks' but the same has been filed by mail on 3.06.2024, for which the respondent's counsel extends apology and submits that he could not file the same within time due to some personal problem, which is accepted.

Learned counsel for the complainant submits that the complainant made payment of Rs.30,67,772/- through Cheques, NEFT & RTGS to purchase Flat no.105 in the project, details of which are mentioned at page 28 of the complaint. He also submits that the respondent – promoter in his letter dated 7.10.2023 admitted of payment of Rs.25,91,115/- and in cancellation letter dated 13.10.2023 of Rs.2,00,000/- on 08.10.2023. He also submits that the respondent before issuing cancellation letter dated 13.10.2023 did not issue any show cause. However, the cancellation letter was replied by the complainant on 22.11.2023, which was not responded. The cancellation made by the respondent - promoter is, therefore, bad in law and is in violation of Section 11(5) of the RERA Act, 2016. Lastly, he submits that he would file a petition in this case seeking amendment in the prayer of the complaint to extent that the complainant prays for rejection of cancellation letter dated 13.10.2023 and allotment of Flat no.105.

Learned counsel for the respondent submits that the cancellation letter dated 13.10.2023 has been issued due to non-payment of installment as per schedule in the Agreement. He further submits that earlier also due to non-payment of installments in time, a cancellation letter was issued to the complainant on 19.3.2020. On request of the complainant that was withdrawn and again pre-possession letter was given to the complainant on 27.10.2021, but again the complainant became defaulter in making payment. As a result, vide letter dated 13.10.2023 booking of the flat was cancelled and that has been allotted to the another proposed buyer vide Agreement dated 21.10.2023 and now there is no flat available for allocation to the complainant. The respondent is willing to refund the balance amount, if any, as per Agreement and Rules.

He further submits that the complainant made total payment of Rs.23,54,000/- and her total amount of Rs.21,18,600/- after dedication as per Agreement has been refunded. He further submits that he would seek instructions from his client regarding claim of the complainant that she made payment of Rs.30,67,772/- and if any further amount is found that would be refunded by the respondent. On query regarding completion of project, he submits that the project was to be completed in 2022 but due to Corona it could not be completed on time. However, the project has been completed and OC/CC certificates have been obtained from the competent Authority.

The complainant and the respondent both are directed to file their respective written submissions within two weeks.

With the mutual consent, the order is reserved.

Sd/-
S.D. Jha,
Member