REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

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

RERA/CC/576/2022

Mrs. Sumitra Devi and Sanjay Kumar …… Complainants

Vs.

M/s Maa Vindyavasani Developers …….. Respondent

For the complainant: Ms. Kriti Suman, Advocate

For the Respondent: Mr. Amit Singh, Advocate

Project: – RAINBOW RESIDENCY

PROCEEDING

05.09.2023 Hearing taken up. Ms. Kriti Suman, Advocate, appears for the complainants. Mr. Amit Singh, Advocate, appears for the respondent.

Learned counsel for the complainant submits that the complainants booked Flat no.306 in the project on 4.10.2020 and out of the total consideration amount they paid Rs.10,00,000/- through two cheques but one of the cheques of Rs.5,00,000/- got bounced and when they tried to contact the respondent to pay the remaining amount including the amount of bounced cheque the respondent did not give positive response and thereafter they sent legal notice to the respondent on 1.8.2022 but no reply was received. She further submits that the respondent vide letter dated 21.3.2023 has terminated/cancelled the Agreement For Sale dated 4.10.2020 which is contrary to Clause 8.3 (ii) of the Agreement, which states that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination but in this case Agreement was terminated without any intimation. She also refers Section 11(5) of the RERA Act, 2016 and submits that the respondent may cancel the allotment only in terms of the agreement but in this case the respondent has cancelled the allotment unilaterally and

without assigning sufficient cause. She further submits that the complainant wants possession of the flat after making necessary payment as per the Agreement For Sale dated 4.10.2020.

Learned counsel for the respondent submits that the complainants had deposited Rs.10,00,000/- through two cheques of Rs.5,00,000/- each. Out of them one cheque of Rs.5,00,000/- was bounced and the remaining amount of Rs.5,00,000/- was returned to the complainants without any deduction. He further submits that before cancellation of the agreement the respondent sent several notices to the complainants to make payment but they failed, which causes termination of the Agreement vide letter dated 21.3.2023.

Learned counsel for the respondent is directed to file counter reply on affidavit to the submission made above as well as the supplementary petition dated 25.7.2023 filed on behalf of the complainant within two weeks with a copy to the complainants' counsel, who will file rejoinder, if any, within a week thereafter.

Put up for hearing on 06.10.2023.

Sd/-
S.D. Jha,
Member