REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
RERA/CC/91/2023

Mrs. Prem Lata Sinha .....Complainant

Vs.

M/s Shri Lok Nath Baba Homes Pvt. Ltd. ..... Respondent

Project: Sarvayoni City.

O R D E R

10.01.2024: This matter was last heard on 03.11.2023.

The case of the complainant is that she had booked Flat No.310 in Block-'D' of the project Sarvayoni City and had made payment of Rs.12 Lakh in the year 2017 against the total consideration amount of Rs.16 Lakh. She has alleged that, without any request from her, the respondent, on their own , refunded Rs.2.50 Lakh to the complainant in the year 2021-22. She protested against the unilateral refund and requested for handing over possession of the flat.

She has filed this matter to issue directions to the respondent to execute the Deed of Execution and hand over possession of flat either before any information or flats in this project. She has submitted copies of KYC, money receipts, cheques and brochure issued by the respondent company and the statement of bank account.

The respondent has filed reply stating that the construction work has not been started in Block-D due to share disputes with the land owners . The registration certificate mentions Block- A, B and C of the project. The respondent company has also stated that they were penalized by the Hon'ble Authority in the SM Case No. RERA/NC/177/2018 dated 27.11.2018. They had to pay penalty for taking booking without registration and therefore, they have refunded Rs.2.50 Lakh as the complainant is willing to pay the remaining amount.

The complainant has reiterated that she has filed matter for possession of flat and she is ready to pay the balance amount against the consideration amount.

On the last date of hearing the respondent was requested to clarify whether they could provide any alternative flat to the complainant . However, no response has been submitted by the respondent.

The Authority observes that the penalty has been imposed upon the promoter for violation of Section 3 of the RERA Act in so far as booking of flat in Block-D is concerned. However, imposition of penalty cannot justify the unilateral refund of deposit to the complainant.

Perused the QPR (Quarterly Progress Report) uploaded by the promoter from time to time. The latest QPR shows that 59 flats have been booked against total of 90 flats. The respondent ought to have mentioned this when they were given opportunity to clarify whether the flats are available on that project.

The Authority therefore, directs the respondent company and its Directors to allot one of the available flats in the project and to accept e the remaining amount of consideration amount along with the amount refunded i.e. Rs.2.50 Lakh.

The complainant is directed to pay the amount of Rs 2.50 lakh immediately and pay the remaining consideration amount accordance with the schedule mentioned in the Agreement to sale.

The respondent is directed to execute the deed of conveyance and hand over possession within sixty days of receiving the remaining consideration amount in accordance with the schedule mentioned in the Agreement to sale.

With these directions and observations, the matter is disposed of.

Sd/-
(Naveen Verma)
Chairman

SPS