

# **REAL ESTATE REGULATORY AUTHORITY, BIHAR**

2 nd Floor, BSNL Telephone Exchange, North Patel Nagar, Road No. 10, Patna -800023

**Hearing before the Double Bench of Hon'ble Chairman, Mr. Naveen Verma, &  
Hon'ble Member, Mrs. Nupur Banerjee**

**Case No.:-RERA/CC/1385/2020**

**Mr. Ravi Kishore and Ors.....Complainants**

**Vs**

**M/s Sheba Welcon Builder Pvt. Ltd.....Respondent**

**Project: Rajeshwar Apartment**

## **INTERIM ORDER**

**25.01.2022**

This matter was last heard before Double Bench along with the batch cases on 13.01.2022.

The case of the complainants is that they booked flat no. 201, in Rajeshwar Apartment bearing plot no. 1007, Khata no. 776, Thana no. 21, MaujaShahjadpur, Danapur, Mohalla Danapur, Sainik Colony, Gola Road, P.S. Rupaspur, Patna. A r development agreement bearing deed no. 26936 was registered on 03.11.2011 and an agreement for sale was entered between the complainant and the respondent. It was mentioned therein that lift, electric generator, parking space, water tanks etc would be provided. The consideration amount was Rs. 30,00,000/- against which Rs. 50,000/- was paid initially; further Rs. 14,50,000/- was paid by the complainant from 9<sup>th</sup> February 2019 and Rs. 3,40,000/- was paid in cash. A legal notice dated 21.02.2020 was sent to the builder, Md. Khalid Rashid when he was not ready to execute the deed for absolute sale. It was also observed

that common area was not developed, and water tank, electricity fittings were not provided. The complainant also came to know that the respondent Director was accused in Kotwali P.S. Case No. 540 of 2018 and has also been arrested and was granted bail by Hon'ble Patna High Court on 20.03.2020.

Hence the complainant has filed the case seeking relief for directing the promoter to complete the construction of the building and the entire work as stated in the agreement to sale as well as the development agreement. The complainant further prays for allowing to make payment of Rs. 14,50,000/- and direct the respondent to execute the deed of registration of the property in favour of the complainant.

The complainant has placed on record copy of development agreement bearing deed no. 26936 dated 14.11.2011, copy of agreement for sale, copy of passbook statement and acceptance of money for Rs. 1,50,000/-, copy of legal notice dated 21.02.2020, copy of allotment letter dated 25.03.2019, copies of pass book of SBI (S.K.Puri Branch), Punjab National Bank (Kankarbagh Branch) and Madhya Bihar Gramin Bank (Kankarbagh Branch) and copy of bail application passed in criminal miscellaneous no. 1659/2020 dated 20.03.2020 passed by Hon'ble Patna High Court.

Perused the records. No rejoinder has been filed by the respondent.

On 09.02.2021, the Bench directed the counsel of the Authority Mr. Jainandra Kumar, to inspect the aforesaid project

and submit the report. The inspection report dated 23.03.2021 submitted by Mr. Jainandra Kumar, Counsel of the Authority stated that no fire fighting, generators were installed, parking and common area were incomplete, no electric panel was installed, no grill was provided in the ladder portion, only outer plaster of the project on 1<sup>st</sup> and 3<sup>rd</sup> floor were made and brick work of 2<sup>nd</sup> floor was incomplete for which the photographs have also been placed on records.

During the course of hearing, the Bench observed that the learned counsel for the respondent kept on lingering the matter by seeking time. He has not complied with any directions given by the Bench despite repeated directions. Consequently, an interim order was passed on 31.03.2021, directing to freeze all the bank accounts of the respondents and further directed the IG registration not to register any apartment/plots of the aforesaid project.

On 31.03.2021 the complainant counsel submitted that complainant Mr. Ravi Kishore approached the respondent for registering flat no.201 for which the builder had taken some amount and agreement of sale dated 05/03/2019 was executed. He further submitted that despite of entering into an agreement of sale, the complainant has received the cancellation amount in their account as well as through cash. He further prayed for refund of the money or the registration of the flat.

The Bench takes note of this submission that the respondent has cancelled the allotment and refunded the amount to the account of the complainant. It is for the complainant to clarify the circumstances of the cancellation and whether the entire amount

has been refunded or not, and the specific relief they are seeking from the Authority.

On 23.08.2021, Bench had directed the respondent to apply for RERA registration within a week, i.e. by 31st August, 2021 otherwise penalty of Rs. 10,000/- per day for every day delay will be levied upon the respondent under section 63 of the Act. The Registration wing would apprise the status of application.

One last opportunity is given to the respondent to explain why it should not be presumed that they have violated Section 3 of RERA Act, 2016 as they were continuously advertising, marketing, booking, selling apartments/plots without registering the real estate project with RERA and as to why action under Section 59 of the Real Estate (Regulation and Development) Act, 2016 not be taken against him..

Let summons be issued to the Directors of the Respondent Company to explain the circumstances of cancellation and to give a firm date for completion of the project at the earliest with the amenities as mentioned in the agreement.

Put up on 15.02.2022.

Sd/-  
**Nupur Banerjee**  
**(Member)**

Sd/-  
**Naveen Verma**  
**(Chairman)**