

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/103/2026

Mr. Manish

....Complainant(s)

Vs

M/s Sri Anuanand Construction Pvt. Ltd.
PROJECT- Sai Enclave, Block -G

....Respondent

For the complainant:

Mr.Pulkit Thakur (Adv.)

For the respondent :

None

28.08.2026

O R D E R

Hearing is taken up. Shri Pulkit Thakur, Learned counsel on behalf of complainant is present, but none appears on behalf of respondent.

2. Learned counsel for complainant submits that in the light of an advertisement given by the respondent company, M/s Sri Anuanand Construction Pvt. Ltd, the complainant intended to purchase Flat no. 903 (3BHK) on 9th floor, measuring super built up area of 1330 Sq. Ft along with a car parking space in Block-G of the project, Sai Enclave, situated at Mauza – Mustafapur, Sub-Division – Danapur, Town & District –Patna. Learned counsel further submits that there was a registered agreement for sale vide deed no. 1177 dated 29.01.2019 executed by respondent promoter in favour of the complainant with respect to the said flat no. 903 and car parking space for a consideration amount of Rs. 35, 00,000/- and the complainant agreed to pay the said consideration amount to the promoter in the manner as mentioned in schedule of payment.

3. Learned counsel further submits that the complainant paid Rs. 29,06,000/- to the respondent promoter against the consideration amount of Rs. 35,00,000/- as per demand of the respondent company. Thereafter, the complainant approached the respondent promoter to know the current status of the project, but correct information with regard to the project in question was never given to the complainant. The complainant time and again visited the office of the respondent company for handing over the peaceful possession of the said flat, but the respondent promoter made a lame excuse on one pretext or another. Learned counsel further refers to the terms and condition of agreement for sale whereby the respondent company was duty bound to hand over the possession of said flat

within one and half years with a grace period of six month from the date of booking of the flat. Learned counsel also submits that the complainant made all payments through cheques on different dates. In support of his averments, he has filed photo copies of money receipts issued by respondent company(Annexure -2). Learned counsel submits that on account of deliberate and wilful default on the part of the respondent promoter, the complainant has suffered pecuniary loss and harassment. Hence, the complainant has prayed for direction to the respondent promoter to hand over the possession of flat no. 903 (3BHK) along with the car parking space of the said project. He has also prayed for compensation and litigation cost.

4. There is no representation on behalf of the respondent company. Neither the respondent nor his learned counsel has ever appeared on his behalf in the defense. Since none is appearing on behalf of respondent inspite of notice and reminder notices to him, hence in circumstances the case cannot be kept pending for indefinite period. The bench having no option but to hear ex-parte to the learned lawyer for the complainant and accordingly pass order in the case on basis of material available on the record..

5. Considering the averments made on behalf of complainant as well as material available on record, the Bench observes that as per the registered agreement for sale executed between both the parties, the complainant initially paid a sum of Rs13, 51,000/- to the respondent through cheque as a booking amount of the said flat with an undertaking that he would pay the remaining consideration of Rs. 35, 00,000/- as per schedule of payment(Annexure-1). Further, it is evidently clear from the money receipts as well as bank statement that the complainant has paid a total sum of Rs. 29, 06,000/- to the respondent till date (Annexure-2) and he is ready to pay the remaining consideration. Hence the Bench holds that the complainant and respondent company, both are responsible for causing delay in completion of the project.

6. On the basis of aforesaid analysis and discussion, the Bench/Authority directs the respondent company through its Director Mr. Bimal Kumar to hand over the physical possession of flat No.903 and car parking space on receiving the remaining consideration along with the applicable GST and thereafter to execute sale deed with respect to Flat no. 903 (3BHK) on 9th floor, measuring super built up area of 1330 Sq. Ft with a car parking space in Block-G of the project, Sai Enclave in favour of the complainant within 60 days of the order.

7. So far as compensation is concerned, the complainant shall be at liberty to seek such relief(s), if any, which is in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

With these observations/directions, this complaint case stands disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer
RERA, Bihar