



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

RERA/CC/239/2025

Naresh Kumar Chaudhary

....Complainant

Vs.

M/s Apna Ashiana Buildcon Pvt.Ltd.

....Respondent

PROJECT- RP SINGH DANGI

For the Complainant:

Mr. Santosh Kumar Satyarthi, Advocate

For the Respondent:

None

19.08.2026

ORDER

Learned counsel Mr. Santosh Kumar Satyarthi on behalf of complainant is present, but respondent is absent.

2. Learned counsel submits that in spite of notices and reminder through SSP, Patna the respondent has failed to appear and file reply. Hence, he may be heard and order ex-parte may be passed. Considering the submission as well going through the record it appears that on 09.04.2026 notice through SSP, Patna and thereafter reminders on 08.07.2026, 10.08.2026 were issued against the respondent, through SSP, Patna, but in spite of knowledge, the respondent has not taken pain to appear before the Bench / Authority to file reply and defend the allegations. Hence, the Bench has no option but to pass ex-parte order against the respondent.

3. Learned counsel for complainant submits that in response to the advertisement by the respondent company regarding ongoing multistoried project namely R.P Singh Dangi situated at Mauza Saidpur salempur Chatura P.S-Phulwarisharif Survey Thana Danapur, Thana No.51,Khata No.265,Plot No.1106and 1107 within area of PMAA Registry Office Danapur ,District- Patna the complainant contacted the respondent company through its Directors in the year 2018. Further after registration of the project RP Singh



Dangi on 01.08.2018 in the Authority the respondent entered into an agreement for sale with the complainant on 28.12.2018 for sale of flat No.205 on second floor having carpet area admeasuring 915.67 Square Feet and super built up area 1395 Square Feet along with one car parking space on ground floor and pro rata share in common area on consideration of Rs.43,45,500/-(Ann-1),out of which the complainant till date has paid Rs.45,62,775/- to the respondent.

4. The respondent promoter neither personally appeared nor has filed reply on the record against the allegation of the complaint case of the complainant .The respondent has also failed to controvert the execution of agreement for sale dated 28.12.2018 between both the parties including payment of principal amount Rs.45,62,775/-out of consideration Rs.43,45,500/-.

5. Bench/Authority observes that an agreement for sale dated 28.12.2018 was executed between the complainant and the respondent promoter through its Director Abhay Kumar Sharma for sale of flat No.205 on second floor having carpet area 915.67 Square Feet and built up area 1395 Square Feet along with one car parking space on the ground floor in the the project RP Singh Dangi on consideration of Rs.43,45,5000/-out of which the complainant has paid Rs.21,00,000/-which find mentioned in the agreement for sale(Ann-1 and payment receipt of Rs.11,00,000/- dated 05.09.2018 and receipt Rs.10,00,000/-dated 31.10.2018).The complainant has further paid Rs.10,00,000/- on 13.03.2019, Rs.10,00,000/-on 21.03.2019,Rs.2,00,000/- dated 14.02.2020,Rs.262775/- dated 14.09.2023,which find confirmation from the payment receipts available on the record (Annexure- 2 series).

6. Bench/Authority further notes that the respondent has assured in the agreement for sale that the delivery of possession of the flat shall be handed over in May 2021, but the respondent has failed to honour the commitments made above to the complainant. Inspite of notice by the complainant has not responded on completion of the project and delivery of possession of flat to the complainant. The respondent has still not completed the project RP Sing Dangi and allotted flat No.205, which find support from the report dated



18.12.2025 submitted by RERA Bihar Technical Team. Team has reported that apartment work is lacking some amenities like lift, window frame on stairs and fire fighting equipment. Hence if respondent may effort, he may complete the project and deliver possession of flat No.205 of the project to the complainant and as such the complaint case may be disposed of.

7. On basis of above discussed materials the respondent promoter through its Director Mr. Abhay Kumar Sharma is directed to deliver possession of Flat No. 205 on 2nd floor having carpet area 915.67 sq. ft., super built-up area 1395 sq. ft., Balcony area 140.95 sq. ft. along with one car parking space No. 205 on ground floor and prorata share in the common area in the said Apartment -RP Singh Dangi on payment of remaining consideration if any, along with interest @ 2% above the MCLR of the SBI for three years and payment of applicable GST before the execution of Sale Deed The whole exercise must be completed within 60 days of the order.

8. The complainant, if advised, may file separate case before the Adjudicating Officer for the relief of compensation.

In the above observations and directions, the present case is hereby disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer

19.08.2026