



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

RERA/CC/414/2025

Radha Kumari **Complainant(s)**

Vs

M/s Anuanand Construction Pvt. Ltd..... **Respondent**

PROJECT: SAI ENCLAVE

For the Complainant: Mr. Ravi Shankar (Husband)

For the Respondent: Mr. Mukul Kumar Singh(Advocate)

07.09.2026

ORDER

Mr. Ravi Shankar, husband of the complainant, and Shri Mukul Kumar Singh, learned counsel on behalf of the respondent, are present.

2. The present complaint case has been filed by the complainant against the respondent for delivery of possession of the flat No.304 in Block J of the project Sai Enclave .

3. The Husband of the complainant submits that the complainant intended to purchase a flat and after negotiation, a registered agreement for sale dated 10.08.2018 was executed between the respondent promoter through its Director Mr. Bimal Kumar for purchase of a two-bedroom flat bearing No. 304 on 3rd floor having super built-up area of 1100 sq ft, along with one car parking space in Block-J of the project -Sai Enclave Situated at Mauza-Mustafapur, PS. Khagaul, District and Town –Patna on total consideration of Rs 19,70,000/- ,out of which the complainant paid Rs 16,00,000/- to the respondent Annexure-1&2). However the respondent has never offered for the delivery the possession of the flat in question.



4. Learned counsel for respondent submits that respondent is ready to deliver possession of Flat No. 304 on third floor having super built-up area 1100 sq ft in Block- J of the project -Sai Enclave on payment of remaining consideration along with accrued interest and GST.

5. The Bench/Authority observes that the complainant has agreed with the respondent to purchase 2 BHK flat No.304 on 3rd floor having super built up area 1100 Sq.Ft along with one car parking space on ground floor in Block J of the project Sai Enclave on consideration of Rs.19,70,000/- and an agreement for sale was executed between the parties. The Bench further notes that the complainant has paid Rs.2, 00,000/- at the time of agreement for sale, which find mentioned in the said deed (Ann-1). Later on, the complainant has further paid Rs.14,00,000/-on 23.07.2019 through Home loan from SBI, which was sanctioned on 11.07.2019 (Annexure -2 series).

6. On the basis of material available on record as well as submissions of the parties, it appears that the project Sai Enclave is registered with the Authority and later on registration of the Block –J was revoked due to latches on part of the promoter, but presently the registration of the project was extended, However the respondent has not been active in completion of the building during the validity period of registration. On completion of the project- Sai Enclave Block –J, the respondent is in position to deliver possession of flat No.304 and car parking space to the complainant on receiving the remaining consideration along with the interest and GST. In light of above circumstances as well as subject to the directions of Hon'nlr High Court the case may be disposed of .

7. Hence, on the basis of above facts, respondent company through its Director Mr. Bimal Kumar is directed to deliver possession of 2 BHK Flat No. 304 on third floor, having super built-up area 1100 sq ft in block J of the project Sai Enclave to the complainant on payment of remaining consideration along



with interest and applicable GST. The interest shall be paid on remaining consideration since the due date till delivery of possession of flat at the rate of 2% above the MCLR of SBI applicable for 3 years . The whole exercise must be completed at earliest in light of order of Hon'ble High Court.

8. The complainant, if advised, may file a separate complaint case before the adjudicating officer for compensation.

In the light of aforesaid observations and directions, the present complaint case is disposed of.

Sd/-

(**Ved Prakash**)
Special Presiding Officer
07.09.2026