REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA,

RERA/CC/611/2019

RERA/AO/154/2019

Girja Devi …. Complainant

Vs.

M/s Technoculture Building Centre Pvt. Ltd. ….Respondent

PROJECT: VASTUNANO MOHAMADPUR

For the complainant: Mr. Sharad Shekhar, Advocate

For the respondent : Mr. Hemant Kumar, Advocate

24.09.2025 **O R D E R**

Learned counsel Shri Sharad Shekhar on behalf of the complainant and learned counsel Mr. Hemant Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant booked two nano flats (Flat nos. 401 & 402) of 640 sq. ft. built area and super built-up area of 800 sq. ft. each on 4th floor in the project "Vastu Nano Mohamadpur" situated at Mauza – Naharpura, P.S. – Phulwari Sharif, Patna, along with car parking and scooter parking space vide Agreement For Sale dated 21.11.2013 on consideration amount of Rs.10,80,000/-,out of which Rs.4,10,000/- was paid as booking amount which finds mention in the Agreement and thereafter rest amount of Rs.6,90,703/- was paid through cheques, against which receipts were issued by the respondent. He further submits that the respondent had assured to deliver possession of flats within the specified time but when the complainant approached the respondent to know about latest development of her flats, the respondent did not give satisfactory reply and thereafter the complainant made several requests to the respondent for delivery of possession of her flats but he did not pay

heed to her request. Hence, the complainant filed this complaint for a direction to the respondent to deliver two nano flats (Flat nos. 401 & 402) to the complainants.

3. Learned counsel for the respondent during the proceeding dated 30.07.2025 submitted that the respondent is willing to deliver possession of flats to the complainant.

4. Perused the record. The Bench observes that vide Agreement For Sale dated 21.11.2013 two nano flats (Flat nos. 401 & 402) of 640 sq. ft. built area and super built-up area of 800 sq. ft. each on 4th floor in the project "Vastu Nano Mohamadpur" on consideration amount of Rs.10,80,000/-were booked by the complainant, but delivery of possession of flats has not yet been made to the complainant in spite of requests and approached made by her to the respondent. However, the respondent, as submitted by his counsel while proceeding dated 30.07.2025, is willing to deliver possession of flats in favour of the complainant.

5. In view of the aforesaid facts and the material available on record, the Authority directs the respondent - company and its Developer Mr. Ritesh Kumar Upadhyay to deliver possession of two nano flats (Flat nos. 401 & 402) of 640 sq. ft. built –up area and super built-up area of 800 sq. ft. each on 4th floor in the project "Vastu Nano Mohamadpur" along with car parking and scooter parking if available on extra price with all amenities as per the Agreement dated 21.11.2013 and execute registered sale deed in favour of the complainant after completing all legal formalities within sixty days of this order.

With the aforesaid observations and direction, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.