

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

RERA/CC/293/2023

Prakash Gupta

....Complainant(s)

Vs

M/s Dream Aakar Construction Pvt. Ltd.

....Respondent

PROJECT- **Dream Home City, Ashopur**

For the complainant:

Mr. Sharad Shekhar(Adv.)

Mr. Mukesh Kumar (Adv.)

For the respondent:

None

25.08.2026

O R D E R

Hearing is taken up. Learned counsels on behalf of complainant are present, but respondent is absent. Record shows that previously learned counsel Mr. Manoj Kumar Singh was appearing on behalf of the respondent, but since 13.03.2026, he left to attend the proceedings of the case.

2. Learned counsel for complainant submits that the present complaint case has been filed by the complainant against the respondent for delivery of possession of Flat no. 706 (2 BHK) having carpet area of 910 sq. ft and having 50 Sq. ft Balcony area along with one reserved car parking space in the project, Dream Home City, situated at Mauza – Ashopur, Pargana – Phulwarisharif. P.S. Danapur, District Patna. Learned counsel further submits that in reference to the advertisement of the aforesaid project, which is registered one, the complainant has booked the aforesaid unit by paying Rs. 7,50,000/- to the respondent out of the consideration Rs. 28,00,000/- and thereafter, an Agreement for sale vide Deed no. 15708 dated 20.02.2020 was executed between both the parties(Annexure-2). After execution of Agreement for sale, the complainant has to pay the remaining consideration as per the payment schedule as described in the deed. Learned counsel further submits that as per the terms of agreement for sale, the total price of the Apartment includes recovery of price of land as well as construction of the building with all amenities like internal and external

development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment etc. It was also agreed upon between the parties that total price is escalation-free and the same may be hiked with the consent of the allottee. Learned counsel further submits that as per the agreement for sale, it was incumbent upon the respondent to execute a conveyance deed and convey the title of the Apartment together with proportionate individual share in the common area within three months from the date of issuance of the occupancy certificate/completion certificate. The complainant has fulfilled all the formalities as mentioned in the agreement for sale.

3. A supplementary affidavit on behalf of complainant has also been filed on 15.07.2026 through which the complainant sought permission to modify his relief from handing over possession of Flat no. 706 to that of refund of the total principal amount of Rs. 7,50,000/-. The reason given by the complainant is that the respondent has sold the aforesaid flat to stranger buyer and has created 3rd party right over the concerned flat. In view of this, the complainant is left with no option but to get the refund of the total paid amount from the respondent along with refund since 19.07.2018.

4. As discussed above, though Shri Manoj Kumar Singh, learned counsel has been appearing in this case on behalf of respondent without Vakalatnama, but no counter reply has been filed.

5. Considering the submissions made on behalf of complainant as well as on going through the record of the case, the Bench observes that the respondent promoter has not fulfilled the commitments made to the complainant at the time of booking of said flat as well as in terms of agreement for sale. The Bench also observes that the respondent promoter was not willing to hand over the possession of flat to the complainant, which is evident from the fact that he denied disbursement of bank loan(Annexure -1). It also appears that the respondent promoter has sold the flat in question to stranger buyer. Hence, the complainant has modified his relief through his supplementary affidavit from possession to that of refund of his principal amount. Hence, the Bench/Authority is of view that it is a case of

simple refund of the principal of Rs. 7, 50,000/- to the complainant along with interest and the case may be disposed of accordingly.

6. The Bench/Authority hereby directs the respondent company through its Director, Mrs. Pramila Sinha to refund the total principal amount of Rs. 7,50,000/- to the complainant along with interest @ 2 % above the MCLR of State Bank of India, as applicable for three years since the date of payment till the date of refund, within a period of 60 days from the date of issue of this order.

With these observations / directions, the instant complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer