

**REAL ESTATE REGULATORY AUTHORITY, BIHAR  
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR  
RERA/CC/322/2023**

Kundan Kumar Singh ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE, Block -B

WITH

RERA/CC/320/2023

Vijay Kumar ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE, Block-B

WITH

RERA/CC/319/2023

Kumari Ranjani ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE , Block-B

WITH

RERA/CC/318/2023

Sanjay Kumar Sinha ----- Complainant

v.

M/s Aastika Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE BLOCK-B

WITH

RERA/CC/317/2023

Rakesh Kumar Verma ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE BLOCK-B

WITH

RERA/CC/315/2023

Himanshu Pathak ----- Complainant

v.

M/s Aastika Buildcon Pvt. Ltd. ----- Respondent

PROJECT: SAI AMRITA ENCLAVE , Block-B

WITH

RERA/CC/314/2023  
Shashi kant Niranjana ----- Complainant

v.

M/S Aastik Buildcon Pvt. Ltd. ----- Respondent  
PROJECT : SAI AMRITA ENCLAVE  
WITH

RERA/CC/313/2023  
Sanjay Kumar Sharan ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent  
PROJECT: SAI AMRITA ENCLAVE  
WITH

RERA/CC/312/2023  
Vikas Kumar Tiwari ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent  
PROJECT: SAI AMRITA ENCLAVE  
WITH

RERA/CC/311/2023  
Mahesh Kumar Choudhary ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. ----- Respondent  
PROJECT: SAI AMRITA ENCLAVE BLOCK-B  
WITH

RERA/CC/310/2023  
Manoj Kumar Rauth ----- Complainant

v.

M/s Aastik Buildcon Pvt. Ltd. @ Others ----- Respondent  
PROJECT: SAI AMRITA ENCLAVE BLOCK-B

11/03/2026

**PROCEEDING**

Heard Shri Punit Kumar, learned counsel for the complainants and Shri Rakesh Kumar, learned counsel for the Respondent.

2. Since similar grievances are raised in above the complaint cases, with the consent of the parties, all the matters are being taken together and disposed of by this common order.

3. These complaints cases are filed for a direction/ order to the respondents to give possession of the concerned flats with all amenities as well as compensation, penalty and also for making an association to take the responsibility of the allottees to save their constitutional rights and also for any other relief/reliefs to which the complainants are entitled.

4. The complainants case in brief is that the complainants intended to buy flats booked and entered into agreement for sale dated 13.11.2019 with the company namely Real Estate company named as M/s Aastik Buildcon Pvt. Ltd. against which the complainants paid maximum amount including GST for their concerned flats for concerned block- A and Block- B in respective year 2019-22 to purchase flats in Sai Amrita Enclave project situated at Mouja Jasmaut, Thana Danapur, R.K. Puram, Khagaul, District Patna. After making of total amount in advance, the complainants observed that after taking entire payment developer never offered for the registered agreement and possession of the flat. The respondent assured that the project is delayed so the registered agreement will be done after getting statutory approval from the concerned Authorities, whereas the completion of the project was to be done up to 31.03.2022 as per agreement. The respondent also demanded extra money for personal modification, fitting fixtures and GST for which the complainants paid and was assured by the developer that rest amount will be refunded and adjusted at the time of registry whereas the GST bill is also not provided to the complainants. The said land is embarked for the purpose of building/ any other purpose project, comprising B+G+8 multistoried apartment buildings. After passing of several years, having a liberal view the complainants were always patiently waited for the turn but the respondent neither offered for the registry nor for the possession and the complainants paid the said amount through loan and paying the EMIs. The complainants along with other allottees sent legal notices against which they failed to respond then filed this case. Due to ill and dishonest motive of the respondent delayed the possession of the flat and has diverted the funds given to the respondent and it is prima facie tantamount of a criminal breach of trust.

5. The project was to be completed by 31.03.2022 but it has not been done till date. Even on persuasion made by the complainants to the respondent, they did not construct the same and due to it the complainants are

suffering a lot by not getting possession of the concerned flats and all are suffering mental, physical and economical harassment. The respondent has diverted the amount collected by the complainants to any other project with ill motive intention. Hence, this case is filed.

6. A reply on behalf of the respondent is filed stating therein that the complainants statement is fully vague, unjust, improper, incorrect and malicious statements. He further stated that the complainants have not made their payment timely, as such the builder- respondent has approached the complainants through telephonic calls and also issued several demand notices and requested for the payment of the outstanding amount but the complainants have not responded properly and has contravened the terms and conditions of the said registered agreement for sale and further due to non-payment by complainants the other allottees have also stopped payment which has severely impacted the builder's ability to complete the project. As per agreement for sale it would be evident that that the complainant/ allottees were required to pay 95% of the total amount, however, the complainants failed to do so. It is further stated that two of the Directors of the Builders (Aastik Groups) passed away earlier namely Ajay Kumar and Jitendra Kumar which did not help matter. One of the Directors namely Ajay Kumar, passed away on 26.08.2019 and other director, namely Jitendra Kumar passed away on 12.11.2024. despite these unfortunate events, the present directors are making sincere and constant efforts to complete the project at the earliest. The builder was already grappling with the inherent delays that had crept into the construction schedule on account of the all-pervasive and detrimental ramifications of the COVID-19 pandemic. The construction work in the subject project is almost completed and the finishing work would be completed in all respects before 31.10.2026. Therefore, it does not stand to reason that the subject complaint continues to be maintainable. The builder is not in a position to pay any penalty (compensation, rent etc.) to the complainants because of the Builder's current grim financial situation which has been occasioned by death of its two directors, COVID-19 pandemic disruption and escalation in price of building materials has increased manifold in the last five years. The builder never made any attempt to increase the cost of the flats. Despite the aforesaid setbacks, it is the bonafide intention of the Builder is to complete flats and hand over to the

complainants at the earliest possible. In the subject project, the allottees have refrained from making payment of their deposits and the total outstanding amount comes to Rs. 3-4 crores. It is thus imperative that the allottees also make payment of their respective outstanding amounts so that the Builder is able to complete the work smoothly. If the complainants are still insistent on payment of penalty (compensation, rent etc.) then the Builder may be permitted to sell of the complainants' allotted flat to a third party in order to enable the Builder to make payment of penalty (compensation, rent etc.) to the complainant. Taking cognizance of these issues being faced by the Builder, the instant complaints may be dismissed.

7. After hearing both side and perusal of the record, it appears that agreement of sale between the complainants and the respondents were executed. As per the complainants, the respondent has not complied the terms and conditions of the agreement and has not constructed the concerned building with the concerned flats within the limited period. As per the respondent, the complainants have not paid rest amount, which was to be paid about 95% of the total consideration amount at this stage and due to hardship of money and due to death of two directors of the company and also due to pandemic Covid- 19, the construction work was not completed within time. Such admission itself clears that the construction of the concerned building and flats are not done by the respondent within the time period mentioned in the agreement of sale. The respondent is ready to hand over the concern flats to concern complainants if they pay the rest amount which has not been paid to the respondent.

8. As per complainants, the rest due amount was to be paid by the concern Bank who have given loan and Bank may release due amount only on the basis of work progress of the construction work and as such complainants are not liable to pay individually rather it is to be paid by the concern Bank. The plea of complainants appears to be genuine. Even though if any due is on any complainant which is not due of Bank to release the fund, the complainants are also liable to pay individually as per progress of construction work mentioned in agreement.

9. So far death of other two directors are concerned, it is clear law that other alive directors cannot deny responsibility of the company and as such, the plea of respondent does not help him.

10. So far, reason of pandemic Covid-19 is concerned, it may be considered at the time of compensation by Adjudicating Officer.

11. So far the hike of prices of materials are concerned, does not help the respondent as it is not the fault of complainants.

12. Considering the aforesaid facts and circumstances of the case, the respondent is liable to construct the building and handover concerned flats to the complainants.

13. The respondent is directed to construct the aforesaid building and flats as per agreement within sixty days and respondent may demand rest of the amounts by the Bank which is competent body to pay the rest amount as per the progress of construction work. If rest amount is due on individual complainant, he is directed to pay the rest amount as per agreement. So far the compensation is concerned, the complainants are at liberty to approach the Adjudicatory Officer by filing appropriate application.

14. With the aforesaid observation/ directions, these cases are disposed of.

*Sd/-*

**(Vinod Kumar Tiwari)**

Special Presiding Officer  
RERA, Bihar