

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/ 469/2023

Rita Devi Complainant

Vs.

M/s Akash Nav Nirman Pvt. Ltd. Respondent

PROJECT: A.N.N. TOWER

For the Complainant: Mr. Vijay Kumar, Advocate

For the Respondent: None

28.04.2026

ORDER

Learned counsel Mr. Vijay Kumar on behalf of the complainant is present but the respondent is absent.

2. Learned counsel for the complainant submits that the complainant had entered into a registered Agreement For Sale with the respondent on 28.05.2019 to purchase a 3 BHK flat bearing no.201 on 2nd floor, having super built-up area of 1652 and built up area of 1322 sq. ft. along with one reserved car parking on the ground floor in the project “A.N.N.Tower” situated at Mohalla – Khanjarpur, Police Station – Barari, District – Bhagalpur, on consideration amount of Rs.53,07,662/-, out of which she made payment of Rs.13,10,000/- on different dates i.e., 15.05.2018, 25.07.2018, 30.05.2019 & 21.11.2021 which finds support with the money receipts issued by the respondent and those are kept on the record of the case and Rs.35,00,000/- through SBI loan from Bhagalpur Branch and, thus, she made total payment of Rs.48,10,000/-. He further submits that the Bank did not pay the rest amount of Rs.4,97,662/- to the respondent on account of not making available the possession letter by the respondent – company to the Bank. He further submits that now the complainant is not liable to pay the remaining amount because of the fact that the super built-up area of the flat has been reduced from 1652 sq. ft. to 1392 sq. ft. He also submits that the respondent had assured to hand over physical possession of the flat within the specified period of time but till date in spite of repeated requests the respondent has not handed over physical possession of the flat, possession letter, completion certificate and occupancy letter. Hence, the complainant has filed this complaint for a direction to the respondent to deliver possession of the flat and handover possession letter, completion certificate and occupancy letter to the complainant.

3(I) It is evident from the previous proceedings of the case that on 07.02.2024, the Director of the respondent company had

appeared before the Conciliation Forum and stated that he got the allotment of the flat cancelled due to default in making payment of consideration amount by the complainant. He had also stated that he would not deliver possession of the flat to the complainant. Thereafter, on 10.06.2024 learned counsel Mr. Manoj Kumar Singh on behalf of the respondent had appeared and reiterated that due to default in making payment by the complainant, allotment of the flat has already been cancelled but the complainant is not ready to take refund of the principal amount, rather he would prefer to take delivery of possession of the flat. Hence, the Conciliation Forum referred the matter to the Authority. On 28.03.2025 the matter came up before the Authority but no one on behalf of the respondent appeared and the case was posted to 30.05.2025.

(II) On 30.05.2025 the matter was listed before the Bench/Authority but no one on behalf of the respondent turned up and the Bench posted the matter on to 11.07.2025. On 11.07.2025 learned counsel Mr. Manoj Kumar Singh on behalf of the respondent appeared and sought time to file reply and the matter was posted to 29.08.2025. On 29.08.2025 again the respondent's counsel sought time to file reply and the matter was posted to 08.10.2025. On 08.10.2025 the respondent remained absent and the matter was posted to 28.11.2025. On 28.11.2025 again the respondent remained absent and the matter was posted to 31.12.2025. On 31.12.2025 the respondent also remained absent and the matter was posted to 27.02.2026. Again on 27.02.2026 the respondent remained absent and the matter was posted to 08.04.2026 but today (08.04.2026) also no one on behalf of the respondent has turned up, which constrains the Bench to pass the order on the basis of material available on record.

4. Having heard learned counsel for the complainant and perused the record including the previous proceedings recorded in this case, the Bench observes that an Agreement For Sale dated 28.05.2019 between the parties against a 3 BHK Flat no.201 on 2nd floor, having total super built-up area of 1652 and built up area of 1322 sq. ft., along with one reserved car parking on ground floor in the project "A.N.N. Tower" on consideration amount of Rs.53,07,662/- was executed and out of total consideration money, the complainant made payment of Rs.48,10,000/- which finds supports with the documents available on the record and that is also not disputed by the respondent. The Bench also observes that the respondent has not produced any document to show that he sent a demand

letter and a cancellation letter to the complainant before cancelling her allotment of the flat and as such the Bench holds that the plea for cancellation of allotment by the respondent on account of non-payment of remaining consideration amount does not have leg to stand and, accordingly, the said plea stands rejected. The Bench also observes that in a case, where major portion of the consideration amount of the flat is paid, it is necessary for the respondent to at least issue a demand letter and on its non-response issue a cancellation letter to the complainant before cancelling the allotment but in this case the respondent has failed in taking such steps. The Bench further observes that the complainant has not produced any document in support of her claim that the area of her flat has been reduced from 1652 sq. ft. to 1392 sq. ft., and, therefore, the Bench holds that the said claim of the complainant cannot be entertained and, accordingly, the same stands rejected. Thus, the Bench holds that the complainant is liable to pay the remaining consideration amount along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India from the date that amount became due till delivery of possession of the flat to the respondent.

6. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Director Mr. Amar Nath Prasad to deliver possession of 3 BHK Flat no.201 on 2nd floor, having total super built-up area of 1652 and built up area of 1322 sq. ft., along with one reserved car parking on ground floor in the project “A.N.N. Tower” and execute the registered Sale Deed in favour of the complainant after completing all legal formalities and also handover possession letter, completion certificate and occupancy letter to the complainant within two months after completing all the legal formalities. The complainant is also directed to make payment of remaining consideration amount long with interest, as observed above, and GST as applicable after delivery of possession of the flat and before execution of the Sale Deed.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.