

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

RERA/CC/50/2024

Narendra Kumar

....Complainant(s)

Vs

M/s Grih Vatika Homes Pvt. Ltd.

....Respondent

PROJECT- Urmila Vatika

For the complainant:

Mr. Arvind Kumar (Adv.)

For the respondent :

Mr. Ankit Kumar (Adv.)

08.05.2026

12.05.2026

O R D E R

Learned counsel on behalf of both the parties are present.

2. The complainant has prayed for issuance of direction to the respondent to execute registered sale deed of flat no. 104 in the project Urmila Vatika in favour of the complainant as well as with further direction to hand over the delivery of possession of aforesaid flat no. 104.

3. The facts leading to filing of the instant complaint case in nutshell is that the complainant entered into an agreement with the respondent promoter, Grih Vatika Pvt. Ltd to purchase a flat bearing no. 104, having area 1175 sq ft at first floor of the project, Urmila Vatika situated at Mauza – Vishnupur Pakari, present Thana Beur no. 31 and for which the complainant paid the amount in different installments on different dates through cheque of ICICI bank. The details of payment as filed on record are as below:-

Cheque/draft no. and date	Amount in Rupees	Receipt no.
Cheque 968635/ 04.02.2013	Rs. 1,00,000/-	404
963686/ 28.02.2013	Rs.1,27,221	407
DD.no. 223718/30.10.2013	Rs, 4,00,000/-	412

Cheque 168AOB/11.06.2014	no.	Rs. 1,00,000/-	497
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The complainant made the total payment of principal amount Rs. 7,27,221/- out of total consideration Rs. 27,75,075/-, which, according to the complainant, is more than the 10% of the total consideration. It is alleged by the complainant that in spite of that, the respondent did not execute the agreement for sale of the said Flat in his favour. The further case is that in the meantime, the complainant assured the respondent promoter times without number to pay the remaining amount at the time when the registered sale deed of the said flat is executed, but all his efforts went in vain, in spite of the fact that KRC executed between the parties on 25.10.2013.

4. Learned counsel for respondent has filed reply on 16.03.2026 on behalf of the respondent to defend his case. The respondent has nowhere disputed the payment of principal amount made by the complainant. The respondent has claimed that the payment was not made as per the KYC payment schedule. The complainant has not paid the remaining amount plus GST plus the registration charges, municipal taxes etc.

(i) Learned counsel for respondent submits that no agreement for sale was executed between the parties and as per KYC, the complainant was obliged to pay the remaining consideration on an one-time-payment scheme as the flat was agreed to be sold to him on below the market price. Learned counsel further submits that since the complainant is a defaulter in payment, hence the respondent is ready to refund the principal amount after deduction of 2% cancellation charges of the paid amount as per terms and conditions as mentioned in KYC. Hence, the complaint petition may be dismissed.

5. Heard and perused the record.

6. The Bench/Authority observes that per section 13 (1), the respondent cannot receive more than 10% of consideration without execution of a registered agreement for sale. It shows that the respondent themselves are

defaulter in construction as well as completion of project. The Bench further observes that any promoter cannot take advantage like an one-time-payment scheme etc without entering into a registered agreement for sale. Hence the claim of the respondent for cancellation of allotment and automatic refund of Rs. 20,000/- is hereby rejected.

7. In the backdrop of the submissions advanced on behalf of both the parties as well as on going through the record, the Bench further observes that the respondent promoter has adopted a dilatory tactics in resolving the grievances of the complainant. There is no fair play on the part of the respondent. In the facts and circumstances of the case, the bench has to do justice equally to both the parties. The complainant cannot be left abandoned to suffer in the hands of the respondent.

6. In view of what has been discussed above, the Bench/Authority hereby directs as under;

(i) The respondent promoter, Shri Ranjeet Kumar Jha shall hand over delivery of possession of flat no. 104, having area 1175 sq. ft on first floor of the project, Urmila Vatika and execute registered sale deed in favour of the complainant;

(ii) The executant shall make payment of remaining consideration along with interest @ 2% above the MCLR of State Bank of India applicable for three years from the due date till delivery of said flat with applicable GST;

(iii) The payment shall be made on demand at the time of delivery of possession of flat no. 104 and before the execution of sale deed.

With the above directions/observations, this complainant case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer