

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/ 54/2025**

Ajit Kumar Sinha .... Complainant

Vs.

M/s Soho Infrastructure Pvt. Ltd. .... Respondents

**PROJECT: SOHO BADRI NARAYAN**

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondent: None

**09.01.2026**

**ORDER**

Learned counsel Mr. Punit 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 an Agreement For Sale with the respondent on 18.03.2016 to purchase Flat no.202 in Block – B having super built up area of 1200 sq. ft. on 2<sup>nd</sup> floor along with reserved car parking in the project “Soho Badri Narayan Enclave” situated at Vijay Nagar, Hanuman Nagar, Kankarbagh, District – Patna, on consideration amount of Rs.49,20,000/-, out of which the complainant made payment of Rs.37,01,000/- in the manner Rs.11,01,000/- at the time of the Agreement, which finds mention in the Agreement, and Rs.26,00,000/- through housing loan and in support of the same Bank statement has been annexed as Annexure -2 with the complaint. He further submits that the respondent had assured to complete the project and deliver possession of the flat within one year but after some time of execution of the Agreement when the complainant visited the site of the project he did not find satisfactory progress in completion of the project, rather he came to know that the respondent - promoter is absconding in a case for Insolvency before the NCLT, Delhi, and landowners and other allottees are taking possession of their respective incomplete flat. The complainant also took possession of his flat in the year 2021 and get the remaining work

of the flat completed by himself and thereafter he has been residing

/2/

there, but still registered sale deed has not yet been executed by the respondent. Hence, the complainant has filed this complaint for a direction to the respondent to execute sale deed in favour of the complainant and make payment of compensation on account of mental harassment.

3. On perusal of the proceedings of this case it appears that the respondent –promoter never appeared in this case in spite of notices issued and opportunities provided to defend his case, which shows that the respondent does not want to appear and say anything in this case. In such situation, the Bench is left with no option but to dispose of the case on the basis of material available on record.

4. Having heard learned counsel for the complainant and perused the record, the Bench observes that the respondent neither honoured his commitment of completing the project and handing over possession of the flat within one year nor he is interested in getting this case disposed of in spite of opportunities provided to him. The Bench also observes that an Agreement For Sale dated 18/19.03.2016 had taken place between the parties to purchase Flat no.202 in Block –B having super built up area of 1200 sq. ft. on 2<sup>nd</sup> floor along with reserved car parking in the project “Soho Badri Narayan Enclave” situated at Vijay Nagar, Hanuman Nagar, Kankarbagh, District – Patna, on consideration amount of Rs.49,20,000/-, out of which the complainant made payment of Rs.37,01,000/- in the manner Rs.11,01,000/- at the time of the Agreement, which finds mention in the Agreement, and Rs.26,00,000/- through housing loan and in support of the same Bank statement has been annexed as Annexure -2 with the complaint. The Bench also observes that some consideration is still to be paid by the complainant to the respondent. However, the complainant claims to have spent himself amount in completing the flat of habitable condition but

the said fact is not supported by any documentary evidence and, therefore, the Bench cannot go into this issue raised by the  
/3/

complainant. The Bench also observes that the complainant has been in peaceful possession of the flat since the year, 2021.

5. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors Mr. Bijay Pratap Singh, Mr. Dileep Kumar Singh and Mr. Awadhesh Kumar Singh to execute the registered Sale Deed in favour of the complainant and others against Flat no.202 in Block –B having super built up area of 1200 sq. ft. on 2<sup>nd</sup> floor along with reserved car parking in the project “Soho Badri Narayan Enclave” situated at Vijay Nagar, Hanuman Nagar, Kankarbagh, District – Patna, after completing all legal formalities within two months from the date of this order. The complainant is also directed to make payment of remaining consideration amount before execution of the Sale Deed.

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

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/253/2025**

Ram Binod Roy .... Complainant

Vs.

M/s Ghar Lakshmi Buildcon Pvt. Ltd. .... Respondent

**PROJECT: GHAR LAKSHMI MILESTONE**

---

For the complainant: Mr. Punit Kumar, Advocate

For the Respondent: None

**09.01.2026**

**ORDER**

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

2. Learned counsel for the complainant submits that vide Agreement For Sale dated 18.01.2020 executed between the complainant and the respondent, the complainant booked Flat no.704 on 7<sup>th</sup> floor, in Block –D having built up area of 1092 sq.ft. and super built up area of 1316 sq. ft. along with covered car parking space on ground floor in the proposed project “Ghar Lakshmi Milestone” on consideration amount of Rs.11,00,000/-, out of which the complainant made payment of Rs.2,88,700/- to the respondent – promoter through cheques, against which the respondent issued payment receipt which is annexed as Annexure -2 to the complaint. He further submits that the respondent had assured to handover possession of flat by 09.01.2021 but till date possession of flat has not been handed over. He also submits that when the complainant visited the site of the project he did not find any progress in work of the project. So, the complainant sent a cancellation letter dated 28.03.2025 to the respondent with a request to cancel the booking and refund of his money but the respondent did not respond. Hence, the

complainant has filed this complaint for a direction to the respondent to refund his money along with interest.

/2/

3. On perusal of the proceedings of this case it appears that the respondent –promoter never appeared in this case in spite of notices issued and opportunities provided to defend his position in this case.

4. Having heard learned counsel for the complainant and perused the record, the Bench observes that the complainant booked Flat no.704 on 7<sup>th</sup> floor, in Block –D having built up area of 1092 sq.ft. and super built up area of 1316 sq. ft. along with covered car parking space on ground floor in the proposed project “Ghar Lakshmi Milestone” on consideration amount of Rs.11,00,000/-, out of which the complainant made payment of Rs.2,88,700/- to the respondent – promoter through cheques, which is supported by the payment receipt kept on record as Annexure -2 issued by the respondent. The Bench also observes that the respondent has failed in honouring the commitment made to the complainant of completing the project and handing over deliver of possession of flat to the complainant within the specified time. The Bench also observes that the respondent – promoter does not want to say anything in this matter as in spite of opportunities provided to him neither he appeared nor filed any reply in this case. In such situation, the Bench is left with no option but to dispose of the case on the basis of material available on record as this case cannot be allowed to remain pending for an indefinite period of time.

5. In view of the aforesaid facts and the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Rahul Kumar to refund the principal amount of Rs.2,88,700/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the

total amount was paid till the date of refund within sixty days of this order.

/3/

6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

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

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/258/2025**

Ranju Sharma .... Complainant

Vs.

M/s Ghar Lakshmi Buildcon Pvt. Ltd. .... Respondent

**PROJECT: GHAR LAKSHMI MILESTONE**

---

For the complainant: Mr. Punit Kumar, Advocate

For the Respondent: None

**09.01.2026**

**ORDER**

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

2. Learned counsel for the complainant submits that vide Agreement For Sale dated 18.04.2019 executed between the complainant and the respondent, the complainant booked Flat no.405 on 4<sup>th</sup> floor, in Block –C having super built up area of 1300 sq. ft. along with covered car parking space on ground floor in the proposed project “Ghar Lakshmi Milestone” on consideration amount of Rs.11,00,000/-, out of which the complainant made payment of Rs.2,75,000/- to the respondent – promoter through cheques, which finds mention in the Agreement itself. He further submits that the respondent had assured to handover possession of flat within the specified period of time but till date possession of flat has not been handed over. He also submits that when the complainant visited the site of the project he did not find any progress in work of the project. So, the complainant sent a cancellation letter dated 26.03.2025 to the respondent with a request to cancel the booking and refund of his money but the respondent did not respond positively. Hence, the

complainant has filed this complaint for a direction to the respondent to refund his money along with interest.

/2/

3. On perusal of the proceedings of this case it appears that the respondent –promoter never appeared in this case in spite of notices issued and opportunities provided to defend in this case.

4. Having heard learned counsel for the complainant and perused the record, the Bench observes that the complainant booked Flat no.405 on 4<sup>th</sup> floor, in Block –C having super built up area of 1300 sq. ft. along with covered car parking space on ground floor in the proposed project “Ghar Lakshmi Milestone” on consideration amount of Rs.11,00,000/-, out of which the complainant made payment of Rs.2,75,000/- to the respondent – promoter through cheques, which finds mention in the Agreement itself. The Bench also observes that the respondent has failed in honouring the commitment made to the complainant of completing the project and handing over deliver of possession of flat to the complainant within the specified time. The Bench also observes that the respondent – promoter does not want to say anything in this matter as in spite of opportunities provided to him neither he appeared nor filed any reply in this case. In such situation, the Bench is left with no option but to dispose of the case on the basis of material available on record as this case cannot be allowed to remain pending for an indefinite period of time.

5. In view of the aforesaid facts and the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Rahul Kumar to refund the principal amount of Rs.2,75,000/- to the complainant along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid till the date of refund within sixty days of this order.

/3/

6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

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

Sd/-

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.