

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/182/2025

Sunil Kumar **Complainant**

Vs

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

Project: SARITA KUNJ PHASE-1

Present: **For the Complainant: Mr. Sumit Kumar, Advocate**
 For the Respondent: None

25.05.2026

ORDER

Heard Mr. Sumit Kumar, learned counsel appearing for the complainant. None appears for the respondent.

2. The complainant has filed this case for issuance of directions to the respondent to execute sale deed and hand over the physical possession of the concerned flat along with parking space and to develop the Project in question in accordance with the sanctioned plan with all amenities and/or if the promoter fails to complete the Project, to hand over the Project to the Association of Allottees for completion of the remaining work and also liberty may be given to him to file a complaint before the Adjudicating Officer for compensation and interest for the delayed possession and/or any other relief or reliefs as the Authority may deem fit and proper, in the facts and circumstances of the case.

3. The case of the complainant, in brief, is that he had booked a flat with parking space on the ground floor in the Project for

a consideration amount of Rs.16,00,000/- and for this purpose, the respondent-promoter has executed an MOU dated 06.10.2014. However, the respondent-promoter had altered the allotment of the complainant and executed another MOU dated 28.03.2016 and thereafter again in 2019, the respondent-promoter altered the allotment of the complainant and executed a registered Agreement for Sale dated 28.05.2019 (Annexure 1 series). The complainant has paid a total sum of R.13,01,000/- till date and Rs.2,99,000/- is outstanding out of the total consideration amount of Rs.16,00,000/- (Annexure 2 series). The respondent-Company has only erected a structure which is incomplete till date, which is evident from the QPRs uploaded by the respondent-Company to RERA dedicated portal (Annexure 3 series). The respondent is not constructing the said project any further and repeatedly applied for project extension but even then the respondent has failed to do any progress. Now, the project registration dated 10.04.2019 along with the extension has lapsed on 30.10.2019. Seeing the callous attitude of the respondent-Company, the complainant has not yet paid the due consideration amount of Rs.2,99,000/- to the respondent-Company. In the year 2014, the respondent had promised to give physical possession of the said flat in July, 2018 and after execution of registered Agreement for Sale, the respondent promised to hand over the physical possession of the flat by 30.10.2019, but again the respondent-promoter has failed not only to hand over the physical possession of the said flat, but also to complete the Project itself till date. Hence, this complaint.

4. The respondent has neither appeared on any date nor filed any reply of this complaint petition. Hence, this case proceeded *ex parte*.

5. After hearing learned counsel for the complainant and on perusal of the record, it appears that as per the Agreement for Sale, the respondent was bound to hand over the physical possession of the concerned flat to the complainant, but he has neither delivered the same nor completed the project.

6. Hence, the respondent is directed to complete the Project in question within sixty days and hand over the physical possession of the concerned flat after taking rest of the consideration amount from the complainant.

7. As prayed for, the complainant is also at liberty to file a complaint case for compensation and interest for delayed possession before the Adjudicating Officer, RERA.

8. With the above observations and directions, this case stands disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar

