

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR

RERA/CC/385/2023

Prabha Pandey **....Complainant**

Vs

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

Project: GHAR LAXMI “MILESTONE”

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

16.03.2026

ORDER

Heard Mr. Mukesh Kumar, learned counsel appearing on behalf of the complainant. None appears on behalf of the respondent today.

2. It appears that despite several notices and adjournments, the respondent did not appear and thus the record proceeded *ex parte*.

3. This case has been filed to direct the respondent to complete the project and provide physical possession of the flat with all amenities and to execute an agreement. It is also for compensation for Rs.50,000/- for inconvenience, harassment and mental torture and also for litigation cost of Rs.25,000/-.

4. The case of the complainant, in brief, is that the project “Ghar Laxmi Milestone” is a developing project at House No.5, L.F. 1 Colony S.K. Puri, P.S. S.K. Puri, District-Patna. On repeated requests, the respondent did not execute any agreement. The land owner proposed the offer to the respondent-promoter, namely, Ghar Lakshmi Buildcon Private Limited for construction of multi-storied commercial building. After execution of the Agreement, the promoter has been developing the aforesaid project according to the sanction layout plan. The complainant booked an allotment of a Flat in the project. The

complainant is to follow the payment schedule as mentioned under Part-II Page-29 of the Agreement for Sale. The total consideration of the allotted Flat in the project is Rs.20 lakh against which the complainant has paid a sum of Rs.7 lakh on various occasions. After receiving Rs.7 Lakh and after a lapse of more than four years, the promoter/respondent has neither given physical possession of the Flat nor communicated the expected time to hand over the physical possession of the allotted Flat in favour of the complainant till date.

4(i) According to Clause 8.1, it is agreed by the respondent after getting the full consideration amount, the respondent shall hand over the physical possession to the complainant. The project finishing work is still left as per sanction layout. The complainant has timely reminded the respondent for delivery of possession but the same has not been answered by the respondent. After losing hope, the complainant has opted for approaching the Authority.

5. Heard learned counsel for the complainant and perused the record. After perusal of the record it appears that the complainant has neither filed Agreement for Sale nor has specifically stated that when it was executed and the clause mentioned in the petition is also not brought on the record. The complainant herself admitted in her complaint that the respondent did not execute the Agreement. The receipts which have been filed do not show the purpose of transaction. Even on asking where is the Agreement for Sale, learned counsel for the complainant admitted that no Agreement for Sale has been executed between the parties. As such, it may be said that there is no Agreement for Sale and this case is filed without any evidence.

6. In such a situation, this case of the complainant has no merit and it is hereby dismissed.

Sd/-
(Vinod Kumar Tiwari)
Special Presiding Officer,
RERA, Bihar