**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA,

**RERA/CC/382/2024**

Alok Suman .... Complainant

Vs.

M/s Soumyvinayak Construction Pvt. Ltd. ....Respondent

**PROJECT**: BHAGWAN SRI RAM COMPLEX

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**08.10.2025** **O R D E R**

Learned counsel Shri Sharad Shekhar 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 03.06.2022 on making payment of Rs.1,00,000/- the complainant booked 2 BHK Flat no.303 having super built-up area of 850 sq. ft. on 3rd floor in the project known as "Bhagwan Sri Ram Complex" along with covered parking no.G-303 situated at Mauza – Shekhpura, P.S. and Sub – registry – Phulwari Sharif, District – Patna on consideration amount of Rs.28,51,000/- + GST extra which was paid by the complainant to the respondent – promoter within stipulated period of time and in support of the same the complainant has brought on record photo copy home loan sanction papers issued by SBI as well as money receipts issued by the respondent. He further submits that the respondent had assured to complete the project and handover possession of flat within the specified time but till date neither the project has been completed nor delivery of possession of flat has been made to the complainant. He also submits that the registration of the project has lapsed on 15.04.2022 but the respondent has not made application for extension of registration of the project. Hence, the complainant has filed this complaint for a direction to the respondent to complete the construction work of flat/apartment and handover delivery of possession of his flat.

3. Learned counsel for the respondent during the proceeding dated 01.08.2025 submitted that the respondent is ready to deliver possession of flat and execute sale deed in favour of the complainant. He did not dispute the Agreement For Sale dated 03.06.2022 executed between the parties against booking of 2 BHK Flat no.303 in the above project and the payment of total consideration amount made by the complainant.

4. Perused the record. The Bench observes that an Agreement For Sale dated 03.06.2022 was executed between the parties against booking of 2 BHK Flat no.303 in the above project and the complainant made payment of total consideration to the respondent which is not disputed by the respondent's counsel. The Bench further observes that the respondent did not honour the commitment made in the Agreement to deliver possession of flat within the specified time. However, the respondent - promoter is willing to deliver possession of flat and execute sale deed in favour of the complainant, as submitted by his learned counsel during course of proceeding dated 01.08.2025.

5. In view of the aforesaid facts and the material available on record, the Authority directs the respondent - company and its Managing Directors Mr. Pappu Kumar and Sri Gopal Panday to deliver possession of Flat no.303 of 850 sq. ft. on 3rd floor in the building known as "Bhagwan Sri Ram Complex" along with covered parking no.G-303 along with all amenities as per the Agreement dated 03.06.2022 and execute registered sale deed in favour of the complainant after completing all legal formalities within sixty days of this order. The cost of registry shall be borne by the complainant.

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

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.