

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/ 427/2023

M/s Vineet Homes Pvt. Ltd. Complainant

Vs.

M/s Navin Prakash Diwakar & Mrs. Kiran Devi Respondents

PROJECT: ISHANI ENCLAVE

For the Complainant: Mr. Kishore Kunal, Advocate

For the Respondents: Mr. Ishtiyaque Hussain, Advocate

17.02.2026

ORDER

Learned counsel Mr. Kishore Kunal on behalf of the complainant and learned counsel Mr. Ishtiyaque Hussain on behalf of the respondents are present.

2 (i) Learned counsel for the complainant submits that the complainant had entered into a Development Agreement dated 10.11.2018 with the respondents/landowners, which is kept on record as Annexure -1, for development of multistoried building over their land and it was decided therein between the parties that total constructed area made over the land shall be shared in the ration of 50% - 50%. He further submits that a Share Division Agreement was also executed between the parties on 10.11.2018, which is kept on record as Annexure -2, wherein, total number of flats with car parking floor-wise and shops allotted against each of shareholders have been mentioned. As per the said Agreement, Flat nos.106 & 404 on 1st and 4th floor and parking space nos. 06 & 23 were allotted to Smt. Kamleshwari Devi, mother of respondent Mr. Navin Prakash Diwakar, Flat nos.102 & 103 on 1st floor and car parking space nos. 2 & 3 were allotted to Smt. Kiran Devi and Flat nos.202 & 305 and car parking space nos.13 & 17 were allotted to Navin Prakash Diwakar. Smt. Kamleshwari Devi allotted her share of Flat no.106 on 1st floor and parking no.6 and shop no.283 to his second son Sri Madan Prasad Diwakar and Flat no.404 on 4th floor and car parking space no.23 to her first son Sri Navin Prakash Diwakar.

(ii) He further submits that the respondents made a request to the promoter to give them personal loan of Rs.6,66,000/- and in good faith the complainant paid the said amount through cheque no.099708 dated 04.05.2019. Thereafter, on 14.10.2020 the respondents had requested the complainant for exchange of Flat no.

103 with shop no. G4 and the respondents had assured the complainant to pay the difference amount of the flat and the shop and in the backdrop of the said assurance the complainant sold Flat no.103 and other flats of the same size @ Rs.35,00,000/- each. Since the cost of shop was Rs.45,00,000/-, the difference amount of Rs.10,00,000/- is due to be paid by the respondents. He also submits that as per the Development Agreement and the Share Division Agreement the respondents have not paid the GST amount of Rs.12,37,500/- against 4 Flats with 4 car parking space and 2 shops. He also submits that as per request of the respondents, the complainant had also done extra painting work of Rs.2,00,000/- in flats of the respondents but that amount has not been paid and, thus, the respondents are liable to pay Rs.31,03,500/- but till date the respondent has paid only Rs.3,00,000/- out of Rs.31,03,500/-. The rest amount of Rs.28,03,500/- is due to be paid by the respondents.

3. Learned counsel for the respondents submits that the respondents never took loan from the complainant-promoter except some non-refundable amount paid by the complainant for the purpose of obliging the respondents and that amount has been tried to be shown as loan amount. He also submits that Flat no.103 and Shop – G4 was exchanged with mutual consent of both the parties and for the same a separate agreement dated 14.10.2020 was prepared, in which there is no mention about any extra payment for exchange of the flat and the shop. He also submits that save and except the GST amount against the flats and the shops of the respondents nothing is due to be paid by them.

4. Having heard learned counsels for both the parties and perusal of the record, the Bench observes that the complainant had entered into a Development Agreement as well as Share Division Agreement, as mentioned above, with the respondents for construction of multistoried building. It was agreed between the parties that the total constructed area would be shared in the ratio of 50% -50% and in light of the said ratio a Share Division Agreement, as discussed above, was also created, wherein, the flats, the shops and the car parking spaces were shown against the name of each of the shareholders. The Bench also observes that exchange of Flat no.103 with shop no. G4 had taken place between the parties but no documentary evidence is on record to show that there was any agreement to make payment of difference

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amount in exchange and, therefore, claim for making payment of difference amount of Rs.10,00,000/- by the respondents is not tenable and, accordingly, the same stands rejected. The Bench also observes that the complainant had provided personal loan of Rs.6,66,000/- through cheque dated 04.05.2019 which finds support with the voucher annexed with the record as Annexure -3 and out of that amount the respondents made payment of Rs.3,00,000/- and, thus, the Bench holds that the respondents is liable to pay remaining amount of loan of Rs.3,66,000/. The Bench also observes that the respondents are liable to pay applicable GST amount of their share of flats and shops etc., which is also accepted by the respondents. The Bench also observes that the claim of the complainant for making payment of an amount of Rs.2,00,000/- for extra painting work done in the flats of the respondent is also not fit to be entertained because of the fact that the complainant has failed in bringing any document in support of the said fact.

6. Taking into consideration the facts and observations made above, the Bench directs the respondents to make payment of remaining loan amount of Rs.3,66,000/- and the applicable GST amount of their share of flats, shops and car parking spaces to the complainant within the period of two months from the date of this order.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.