

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/439/2023

Navin Prakash Diwakar & Mrs. Kiran Devi Complainants

Vs.

M/s Vineet Homes Pvt. Ltd Respondent

PROJECT: ISHANI ENCLAVE & PLOT

For the Complainants: Mr. Ishtiyaque Hussain, Advocate

For the Respondent: Mr. Kishore Kunal, Advocate

17.02.2026

ORDER

Learned counsel Mr. Ishtiyaque Hussain on behalf of the complainants and learned counsel Mr. Kishore Kunal on behalf of the respondent 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 respondent, which is kept on record as Annexure - 1, for development of multistoried building over their land and it was decided therein that total built up area constructed over their land shall be shared in the ration of 50% - 50%. He also submits that a Share Division Agreement was also executed between the parties on 10.11.2018, which is kept on Page -94, wherein, the total number of flats, sops and car parking spaces floor-wise were allotted among each of the shareholders. 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 the complainant Sri 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 no106 on 1st floor and parking space no.6 and shop no.283 to her 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 only dispute with the respondent is to handover one car parking space as per share and the Development Agreement and one extra parking space, for which the complainants had made payment of Rs.5,00,000/- in the manner Rs.2,00,000/- through cash without any acknowledgement receipt and

Rs.3,00,000/- through cheque no.579804 dated 05.04.2021, but till date the respondent has not handed over extra car parking space. He also submits that car parking space no.23, which came in the share of his mother as mentioned in the approved map, has also not been handed over to the complainant. Lastly, he submits that the respondent may be directed to handover remaining two car parking spaces to the complainant with immediate effect.

3. Learned counsel for the respondent submits that the complainants made a request to the promoter to give them personal loan of Rs.6,66,000/- and in good faith the respondent paid the said amount through cheque no.099708 dated 04.05.2019. Thereafter, on 14.10.2020 the complainants had requested for exchange of Flat no.103 with shop no. G4 and the complainants had assured the respondent to pay the difference amount of Rs.10,00,000/- for the flat and the shop and in the backdrop of the said assurance the respondent sold Flat no.103 and other flats of the same size @ Rs.35,00,000/- each to the prospective buyers and, thus, the difference amount of Rs.10,00,000/- is due to be paid by the complainants. He also submits that as per the Development Agreement and the Share Division Agreement, the complainants have not paid the GST amount of Rs.12,37,500/- against their share of the flats with car parking spaces and 2 shops. He also submits that as per request of the complainants, the respondents had also done extra painting work of Rs.2,00,000/- in the flats of the complainants but that amount has not been paid and, thus, complainants are liable to pay Rs.31,03,500/- but till date the complainants have paid only Rs.3,00,000/- out of Rs.31,03,500/- and rest amount of Rs.28,03,500/- is due to be paid by the complainants.

4. Learned counsel for the complainants submits that the complainants never took loan from the respondent-promoter except some non-refundable amount paid by the complainant for the purpose of obliging them 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 supplementary agreement dated 14.10.2020 was prepared, in which there is no mention about of any extra payment in exchange of the flat and the shop. He also submits that save and except the GST amount against share of the flats and shops, nothing is due to be paid by the complainants.

/3/

5. Having heard learned counsels for both the parties and perusal of the record, the Bench observes that the complainants had entered into a Development Agreement as well as Share Division Agreement, as mentioned above, with the respondent for construction of multistoried building over their land. It was agreed between the parties therein that the total constructed area would be shared in the ratio of 50% -50% and as per the said agreement a Share Division Agreement was also created, wherein, the flats, the shops and car parking spaces were shown against the name of each of the shareholders. The Bench also observes that the claim by the complainants for car parking space no.23, which is shown in the share of mother of complainant Navin Prakash Diwakar and is also mentioned in the approved map, is worth considerable and is allowed to be handed over, but claim for payment of Rs.2,00,000/- for extra parking and handover of extra parking without having cogent documentary proof is not worth considerable and, accordingly, the same is rejected. The Bench further observes that the other points raised by the respondent are not required to be dealt with in this case as the same have already been dealt with in RERA/CC/427/2023 filed by the respondent.

6. Taking into consideration the facts and observations made above, the Bench directs the respondent – company and its Director Mr. Rakesh Chandra Malhotra to deliver physical possession of car parking space no.23 on ground floor, as shown in the approved map in the share of mother of Navin Prakash Diwakar, within a 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.