

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer

**RERA/CC/ 464/2023**

Mr. Amit Kumar .... Complainant

Vs.

M/s R.R.Builders & Develpoers Pvt. Ltd. .... Respondent

**PROJECT: SANCHAR NAGAR**

For the Complainant: In person

For the Respondent: Mr. Rahul Kumar, Advocate

**11.02.2026**

**ORDER**

The complainant and learned counsel Mr. Rahul Kumar on behalf of the respondent are present.

2(i). The complainant submits that initially he made payment of Rs.16,27,000/- including GST on 30.10.2016, 05.12.2016, 29.07.2019, 28.12.2019 & 02.01.2020 to the respondent to purchase a 3BHK flat in the project "Sanchar Nagar" in Phase –II but on account of inability shown by the respondent to start the said Phase, he shifted to Phase –I of the project "Sanchar Nagar" situated at Mauza – Lakhnibigha, District - Patna, and had entered into an Agreement For Sale with the respondent on 06/09.03.2020, wherein, he was allotted Flat no.506 on 5<sup>th</sup> floor in Block -7 having super built up area of 1633 sq. ft. along with covered car parking on ground floor on consideration amount of Rs.39,42,600/- excluding GST. He made total payment of Rs.45,79,038 against the agreed amount of Rs.41,39,730/- including GST through different cheques of SBI from 30.10.2016 to 03.01.2023, the details of which are given in Annexure – B to the complaint which are supported by the money receipts issued by the respondent as well as Account Statements of the SBI Bank, kept on record.

(ii) He further submits that the respondent has floated a plan of penalty of late payment in order to usurp the excess amount of Rs.4,39,308/- paid by him, which was non-existent. He also submits that the plea of late payment by the respondent is false and concocted as Clause -4 of the Agreement does not speak about timely payment of all amounts and on the contrary Clause 1.2 (iii) of the Agreement says that the developer shall periodically intimate in writing to the allottee for making payment but the respondent never sent any demand notice in writing and, thus, the claim of penalty

raised by the respondent is contrary to the Agreement and he is entitled to get his

/2/

excess amount refunded by the respondent. He also submits that since he has already made payment of total consideration amount, the respondent may be directed to deliver possession of the flat and execute registered sale deed in his favour.

3. Learned counsel for the respondent submits that an Agreement For Sale dated 06/09.03.2020 was executed between the parties to purchase Flat no.506 on 5<sup>th</sup> floor in Block -7 in the project "Sanchar Nagar, Phase - I located at Mauza – Nosha, P.S. Phulwari Sharif, District – Patna, and an amount of Rs.39,42,600/-, as consideration money, was supposed to be paid by the complainant. He also submits that Clause -4 of the Agreement clearly states that the buyer shall make timely payments of all amounts whether demanded or not by the developer. It was further stated therein that in default of payment of any amount the buyer shall be obliged to pay interest @ 18% per annum to the developer. He also submits that Clause -4 of the Agreement is in consonance with Sections 19(6) & 19(7) of the Real Estate (Regulation & Development) Act, 2016. The Section 19(7) clearly states that the allottee shall be liable to pay interest for any delay in payment towards any amount or charges. He also submits that the complainant was sent many reminders demanding installment amounts due on him but they were never replied. So, the respondent by invoking Clause of the Agreement may impose interest upon the complainant @ 18% per annum.

4. Having heard the complainant and learned counsel for the respondent and on perusal of the record, the Bench observes that there no dispute on execution of Agreement For Sale dated 06/09.03.2020 between the parties to purchase Flat no.506 on 5<sup>th</sup> floor in Block -7 having super built up area of 1633 sq. ft. along with covered car parking on ground floor on consideration amount of Rs.39,42,600/- excluding GST and payment of Rs.45,79,038/- by the complainant to the respondent through different cheques of SBI from 30.10.2016 to 03.01.2023, the details of which are given in Annexure – B to the complaint and are supported by the money receipts issued by the respondent and Account Statements of the SBI Bank, kept on record.

5. The Bench further observes that the issues, which emerge to be decided in this case, are as follows;

/3/

(1) The respondent's claim for payment of interest by the complainant @ 18% on account of delayed payment of installments of consideration amount.

(2) The respondent's claim for payment of requisite amount of GST by the complainant on consideration amount.

(3) The complainant's claim for delivery of possession and execution of Sale Deed by the respondent because he has already paid consideration amount.

(4) The complainant's claim for refund of excess amount of Rs.4,39,308/- by the respondent to the complainant.

6 (i) So far Issue -1 is concerned, the Bench observes that even though Clause -4 of the Agreement is not very clear about making payment of interest @ 18 % on account of delayed payment of installments by the complainant, as claimed by the respondent, but Section 19 (7) of the Real Estate (Regulation & Development) Act, 2016 categorically states that the allottee shall be liable to pay interest towards any amount or charges to be paid under sub-section (6). Hence, the Bench holds that the complainant cannot take plea of not making payment of interest towards delayed payment of installments by him. However, the interest payable by the allottee shall be as per Rule 17 of Bihar Real Estate (Regulation & Development) Rules, 2017. So, the plea of the complainant of not making payment of interest on delayed payment stands rejected.

(ii) So far Issue-2 is concerned, Sub Clause (ii) of Explanation of Clause 2.1 of the Agreement very clearly states that total price (Rs.39,42,600/-) excludes taxes (consisting of tax paid or payable by the allottee by way of GST, Services Tax, and Cess or any other similar taxes) which may be levied, in connection with construction of the project payable by the allottee. Hence, the Bench holds that the complainant is liable to pay the applicable taxes including GST.

(iii) So far Issue -3 is concerned, the Bench holds that the respondent is liable to deliver possession of flat and execution of registered sale deed as the complainant has already made payment

of Rs.45,79,038/- to the respondent against Flat no.506 on 5<sup>th</sup> floor in Block -7 having super built up area of 1633 sq. ft. along with covered car parking on ground floor in the project “Sanchar Nagar” and the

/4/

payment of aforesaid amount is supported by the documentary evidences, kept on the record.

(iv) So far Issue-4 is concerned, the Bench holds that since the payment of excess amount of Rs.4,39,308/- by the complainant is not contradicted by the respondent by filing any document, the said amount would be adjusted against payable interest over delayed payment of installments and GST amount.

6. Taking into consideration the aforesaid fact and the observations made above, the Bench directs the respondent - company and its Directors to deliver possession of Flat no.506 on 5<sup>th</sup> floor in Block -7 having super built up area of 1633 sq. ft. along with covered car parking on ground floor in the project “Sanchar Nagar” and execute the registered Sale Deed in favour of the complainant after completing all legal formalities and, similarly, the complainant is also directed to make payment of interest at 2% above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount became due to be paid by the complainant as well as applicable GST amount at the relevant time after adjusting his excess amount of Rs.4,39,308/- within two months from the date of this order.

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

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.