

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

**RERA/CC/ 508/2023**

M/s Vibhas Buildtech India Pvt. Ltd. .... Complainant

Vs.

Uma Shankar Prasad Singh .... Respondent

**PROJECT: RAM BRAHMA ENCLAVE**

For the Complainant: Mr. Arun Kumar, Advocate

For the Respondent: Mr. Dinkar Kumar, Advocate

**30.01.2026**

**ORDER**

Learned counsel Mr. Arun Kumar on behalf of the complainant and learned counsel Mr. Dinkar Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the respondent booked Flat no.102 in Block –A having super built up area of 1486.31 sq. ft. along with car parking space on ground floor in the project Ram Brahma Enclave located at Mauza – Manoharpur Kachhuara, P.S. Bairiya, District – Patna on 21.11.2022 and on 28.11.2022 the respondent made payment of Rs.1,00,000/- as booking amount and further paid Rs.4,00,000/- through cheque on 12.12.2022 , out of total consideration amount of Rs.43,49,500/-. He further submits that the complainant – company executed registered agreement for sale in favour of the respondent on 30.01.2023 after receiving an amount of Rs.476,190/- and GST amount of Rs.23,810/- and thereafter an allotment letter dated 30.01.2023 was issued to the respondent mentioning therein the payment schedule and the terms and conditions. It was also specified therein that in case of non-payment of installments in time, the complainant reserves right to cancel the booking. He also submits that the building was to be completed in June, 2024 but due Covid pandemic construction work of the building got effected. He further submits that in spite of demand letters issued on 01.02.2023 upto 5<sup>th</sup> installment of Rs.33,81,929/- to the respondent, the respondent did not make payment and after eight months of demand letter the respondent made payment of Rs.12,00,000/-

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(Rs.9,70,000/- on 9.10.2023 & Rs.2,30,000/- on 13.11.2023) and thereafter the respondent did not make payment of balance consideration amount. As a result, the complainant issued another demand letter dated 05.01.2024 but after five months of said demand letter the respondent made payment of Rs.14,82,325/- on 13.05.2024 and Rs.3,30,220/- and then again on 24.05.2025 a demand letter was sent to the respondent but the respondent did not make payment of further installments. Lastly, he submits that the complainant is willing to handover delivery of possession of flat and execution of sale deed in favour of the respondent, if the respondent makes payment of due consideration amount along with interest, otherwise a request has been made to cancel the booking of Flat no.102 in Block – A and direct the complainant to return the received consideration amount within ninety days to the respondent.

3. Learned counsel for the respondent submits that the respondent is ready to make payment of remaining balance amount of consideration money against the flat in question as per stipulated rules and is not liable to make payment of 18% interest against the dues amount, as claimed, because inordinate delay has taken place in completion of the project on account of laches on the part of the complainant. He also submits that the respondent has already made payment of Rs.37,00,000/- against consideration amount of Rs.43,49,500/- and remaining consideration amount to be paid is Rs.6,49,500/-.

4. Having heard learned counsels for the parties and perused the record, the Bench observes that the respondent booked Flat no.102 in Block –A having super built up area of 1486.31 sq. ft. along with car parking space on the ground floor in the above project on 21.11.2022 and till date made total payment of Rs.37,00,000/- excluding GST out of total consideration amount of Rs.43,49,500/- . The Bench further observes that the complainant is still ready to handover possession of flat and execution of sale deed in favour of the respondent provided he deposits total remaining consideration amount along with interest, other charges and GST on each instalment.

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5. The Bench further observes that since the agreement for sale between both the parties is executed after 01.04.2019, the respondent has to pay GST as payable on each instalment. Hence, the complainant will have to adjust the payment of each instalment in consideration only after deduction of G.S.T. The complainant shall on demand show the payment of GST to the respondent.

6. Taking into consideration the facts and circumstances of the case and the observations made above, the Bench directs the respondent to make payment of remaining due consideration amount along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India to the complainant from the date of it became due till the date of payment within two months of this order as provided under the provisions of Rules 17 of Bihar Real Estate (Regulation & Development) Rules, 2017, and as soon as the remaining consideration amount along with interest is paid the complainant thereafter will handover delivery of possession of Flat no.102 in Block A having super built up area 1486.31 sq. ft. along with car parking space on ground floor in the above project and will also execute sale deed in favour of the respondent.

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

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.