

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/243/2024

Smt. Sushma Daruka

....Complainant(s)

Vs

M/s Nesh India Infrastructure Pvt. Ltd.

....Respondent

PROJECT- **Tiruvantpuram City, A.G**

For the complainant:

Mr.Sumit Kumar (Adv.)

For the respondent :

Mr.Sahil Kumar (Adv.)

02.09.2026

O R D E R

Hearing is taken up. Learned counsel on behalf of both the parties are present.

2. Learned counsel for complainant submits that the instant complaint case has been filed against the respondent promoter for getting the physical possession as well as execution of registered sale deed with respect to Flat no. Ex-C-517 admeasuring 1560 sq. ft on 5th floor along with an exclusive car parking space at ground floor in Block –C of the project-**Tiruvantpuram City A.G**, which is a registered project with RERA, Bihar (Ann-1). Learned counsel further submits that initially the booking was made in the name of the complainant's son, Shri Aditya Kumar Daruka by paying a total sum of Rs. 17, 00,000/- (Rs, 10 Lakhs vide cheque no 525670 dated 29.09.2012 and Rs. 7 Lakhs vide cheaue no. 565627 dated 26.11.2012) out of total consideration amount of Rs. 23, 22,000/- and thereafter, the respondent promoter executed an unregistered agreement for sale dated 26.02.2013 (Ann-2). Further case of the complainant is that the respondent promoter had come up with the revised agreement for sale for the Flat no Ex-C-517 due to change in the map plan of the project in question. In the revised agreement for sale, the super built-up earlier shown as 1440 sq. ft. was increased to that of 1560 sq. ft. Owing to this reason, both parties entered into a revised agreement for sale dated 04.11.2016 with new terms and conditions with respect to possession and completion of the said flat (Ann-

3). Learned counsel further alleges that in spite of revised registered agreement for sale, the promoter has failed to handover the possession and has also failed to execute the sale deed of the said flat till date. It is further alleged that in spite of payment of Rs. 17, 00,000/- to the respondent, which is also reflected in the revised agreement for sale, the respondent promoter has not handed over the possession of the said flat and has also not executed registered sale deed with respect to the flat in question.

3. Learned counsel appearing on behalf of respondent files reply dated 16.07.2025 to the complainant case. Learned counsel contends that except the execution of unregistered agreement dated 26.02.2013, the respondent promoter does not dispute the averments made on behalf of the complainant. Learned counsel further contends that the aforesaid project was completed on time as per time frame indicated in the registration certificate issued by the Authority. The payment of booking amount to the tune of Rs. 17,00,000/- in two installments vide cheques to the respondent is also admitted. However, the respondent company informed the complainant to refund the money as paid in the year 2012. Learned counsel further contends that since the flat bearing no. EX-C-517 is not in existence, the respondent company through its Director is willing to hand over another flat of 1560 sq. ft in the said project if the remaining consideration amount is paid to the respondent along with interest over and above it with current maintenance charges, registration charges, GST and other government charges. In support of their stand, learned counsel further contends that as per RERA Act, it is also incumbent upon the allottees to pay interest on delay payment for amount due under the agreement.

4. Considering the arguments advanced on behalf of both the parties as well as on going through the record, the Bench observes that admittedly, the complainant had booked the flat no. EX-C-517 in the project-Tiruvanpuram City A.G of the respondent company by paying Rs. 17,00,000/- in two installments through cheques. This fact is not denied by the respondent company in their reply. The Bench further observes that the respondent promoter is also willing to handover alternate flat of 1560 sq. ft. in the same project if the complainant pays the remaining consideration

along with interest together with maintenance charges, registration charges, GST and other government charges. In such view of the matter, the complaint case may be disposed of by issuing necessary direction to the respondent as well as complainant.

5. In view of the what has been discussed above, the Bench/Authority hereby directs the respondent company through its Managing Director, Shri Shashi Bhushan Sinha to hand over the possession of Flat no. EX-C-517 and car parking space in the ground floor and thereafter to execute registered sale deed with respect to Flat no. EX-C-517 with super built up area of 1560 sq. ft in favour of the complainant on receiving remaining amount along with interest and other charges. If the respondent promoter is not in a position to handover the said flat no. EX-C-517, he shall handover an alternate flat of same super built up area i.e. 1560 sq. ft and reserve car parking space in ground floor and execute registered sale deed with respect to the alternate flat and car parking space in the ground floor. At the same time, the complainant is also directed to pay the remaining consideration along with the interest at the rate of 2% above the MCLR of State Bank of India plus the maintenance charges, registration charges, applicable GST and other government charges, to the respondent since the due date till delivery of possession. The whole exercise must be completed within 60 days of passing of this order.

With these observations / directions, the instant complainant case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
02.09.2026