

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/160/2023**

Ravi Kumar.... Complainant

Vs.

M/s Kanishka Buidcom Pvt. Ltd. ....Respondent

**PROJECT:** VIDYANAND MAHESHWARI COMPLEX, BLOCK D,

For the Complainant: Mr. Dhananjay Kumar Singh, Advocate

For the Respondent: Mr. Sumit Kumar, Advocate

**18.06.2025**

**ORDER**

Learned counsel Mr. Dhananjay Kumar Singh on behalf of the complainant and learned counsel Mr. Sumit Kumar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that the complainant by making payment of Rs.7,14,750/- on 10.06.2013 booked Flat no.101 of 1495 sq. ft. on 1st floor in Block –D along with car parking space in the project “Vidyanand Maheshwari Complex” situated at Mohalla – Judges Colony, Mauza – Saguna, P.S. Danapur, Patna, on consideration amount of Rs.47,65,000/- and after booking on 12.06.2013 an Agreement For Sale was executed between the complainant and the respondent. Thereafter, the complainant in compliance of the terms and condition of the Agreement made payment of Rs.2,50,000/- on 13.08.2013, Rs.36,00,000/- on 14.08.2013, Rs.20,000/- on 16.01.2014 and Rs.80,000/- on 18.01.2014 and after these payments of Rs.47,65,000/-, the complainant paid Rs.4,18,700/- to the respondent on 11.04.2017 through cheque for execution of Registered Sale Deed, which was accepted by the respondent – promoter but assigning some reasons he did not execute the Sale Deed and assured the complainant to get the same executed very soon. He further submits that when the complainant asked the respondent for execution of Sale Deed and delivery of possession of the flat, the respondent delivered possession of the flat on 1<sup>st</sup> May, 2017 but did not execute Sale Deed. Hence, the present complaint by

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the complainant for a direction to the respondent to execute the Registered Sale Deed in favour of the complainant without any further delay and to pay penalty and interest as well as compensation for breach of terms and condition as enshrined in Clause 1 Schedule B of the Agreement. Lastly, he submits that several amenities as per Agreement have still not been provided in the Apartment and, therefore, the said project may be treated as an ongoing project.

3. Learned counsel for the respondent by filing reply dated 02.05.2025 submits that as per term no. 11 of the Agreement, the respondent had completed the project in question within grace period in July, 2015. The complainant has already been delivered possession of the flat and he has been residing therein. He further submits that the respondent is not liable to pay penalty, interest and compensation as the complainant himself defaulted in payment of GST which resulted in non-execution of Sale Deed in favour of the complainant so far. However, the respondent is ready to execute Registered Sale Deed in favour of the complainant subject to the condition that he makes payment of applicable GST amount.

4. Having heard learned counsels for the parties, going through the record and considering the fact that the respondent is willing to execute Registered Sale Deed in favour of the complainant subject to the payment of GST amount, the Bench directs the respondent – company and its Chairman-cum-Managing Director Sri Praveen Kumar to execute the Registered Deed in favour of the complainant within two months from the date of this order on making payment of applicable GST amount by the complainant.

5. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

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

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.