

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of**

**Hon'ble Member Mr. S.D. Jha, RERA, Bihar,**

RERA/CC/82/2024

RERA/AO/12/2024

Pradeep Kumar Keshwa ..... Complainant

Vs.

M/s Balprada Built Pvt. Ltd. .... Respondent

For the complainant: In person

For the Respondent: Mr. Jitendra Verma, Advocate

**Project:- HARI NAGAR**

**ORDER**

**07.10.2024** Hearing taken up. The complainant appears in person. Mr. Jitendra Verma, Advocate, is present.

2. The complainant submits that he entered into a Development Agreement on 22.02.2016 with the respondent to develop multistoried building on his land with term and condition that the respondent would give him two flats of 2 BHK with two covered parking space within three and half years of the Agreement, failing which, as per clause -25 of the Agreement, the promoter will have to pay the landowner (the complainant) the cost of two flats @ Rs.19,00,000/- each along with compoundable interest @ 18 percent payable quarterly from the date of the Agreement till the date of payment. He further submits that the respondent constructed three Towers each of 17 storied and allotted Flat nos.41 & 422 in Bhupati Tower but work of the said Tower has not yet been started. Hence, he sent mail to the respondent to refund money along with compoundable interest as per the Development Agreement as he does not want to take possession of the flats, which was not replied. Consequently, he filed this complaint for refund of money along with interest as per the Agreement.

3. Learned counsel for the respondent by filing counter reply today submits that as per paragraph -10 of the Agreement dated 22.02.2016 the mandatory period of development and construction of the building shall start after passing and sanction of the plan by the competent Authority, to which the complainant

submits that paragraph 25 of the Agreement categorically specifies that in case of failure in handing over possession of both the flats within the specified period of 3 years & 6 months, the respondent would be liable to pay Rs.19 lacs per flat along with interest. He further submits that as per paragraph -11 of the Agreement in case of natural calamity or epidemic the period shall not be added in mandatory period.

4. Perused the record including the Development Agreement dated 22.02.2016. The Authority observes that in paragraph -25 of the Agreement, it has categorically been stated that in case of not handing over possession of both the flats within the specified period of 3 years & 6 months, the respondent would be liable to pay Rs.19 lacs per flat and in this case admittedly the respondent has failed in handing over flats within the specified time. The Authority also observes that the Agreement was executed in the month of February, 2016 and even after lapse of more than eight years the respondent has not got the plan sanctioned, which, prima facie, shows that still the respondent - promoter has totally failed in honouring the commitment made in the Agreement in spite of knowing the fact that in paragraph -25 of the Agreement he has already committed to the complainant that in case of failure of handing over possession of the flats within the specified period of 3 years & 6 months, he would be liable to pay Rs.19 lacs per flat.

5. Taking into consideration the aforesaid facts and the observations made above, the Authority directs the respondent – company and its Director Mr. Suman Kumar Singh to make payment of Rs.38 lacs of both the flats (Rs.19 lacs each flat) along with compoundable interest @ 18 percent payable quarterly from the date of the Agreement till the date of payment in terms of the Development Agreement dated 22.02.2016 within two months from the date of issue of this order.

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

**Sd/-  
S.D. Jha,  
Member**