

**IN THE COURT OF ADJUDICATING OFFICER,
REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR, PATNA**

**RERA/CC/581/2019
RERA/AO/147/2019**

Smt. Urmila Kumari, w/o Sri Awadesh
Kumar, r/o Ward No.5, Congress Maidan,
Barh, District-Patna, PIN-803213.

... Complainant

Versus

1. M/s Technoculture Building Centre
Pvt. Ltd.,
2. Ritesh Kumar Upadhyay, Developer,
M/s Technoculture Building Centre
Pvt. Ltd 2nd Floor, BISCOAUN
Tower, Gandhi Maidan, District-
Patna.

... Respondents

Present:

**Sri Ved Prakash
Adjudicating Officer**

Appearance:

For Complainant

: Mr. Awadesh Kumar,
Authorised Signatory.

For Respondents

: Mr. Dheeraj Kumar Roy, Advocate

ORDER

17-01-2020

The complainant, Smt. Urmila Kumari has filed this case against the Respondents No.1, M/s Technoculture Building Centre Pvt. Ltd., through its Authorised Signatory, Respondent No.2, Sri Ritesh Kumar Upadhyay u/s 31 read with Section 71 of Real Estate (Regulation and Development), Act, 2016

(hereinafter referred as the “Act, 2016”) for delivery of possession of the flat allotted to her along with payment of penalty or to adjust the demanded amount Rs.23,544/- in registration fee.

2. During argument both the parties have agreed to settle the disputes between them. After talk, the disputed matter was amicably settled between both the parties and a joint compromise petition is filed on the record, wherein Sri Awadesh Kumar, authorised signatory on behalf of the complainant, Smt. Urmila Kumari on one side and Sri Deepak Kumar Singh, authorised signatory and learned lawyer Sri Dheeraj Kumar Roy on behalf of the Respondents on other side have put their signatures. It is settled between the parties that the Respondents shall hand over the said flat preferably within a period of 4 (four) months to the complainant. Apart from this, it is also agreed that whatever the dues against the complainant with respect to the said flat is remaining, shall be adjusted/relinquished by the Respondents. Hence, the Respondents shall hand over the flat without taking any further payment from the complainant. It is also agreed that some extra work mentioned at foot of the compromise petition shall be done by the Respondents. Now, after settlement, there is no dispute/demand/claim of any kind whatsoever remaining against the Respondents and both of them will be strictly bound with this settlement. They have also agreed that this Agreement

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is signed voluntarily and with their free will without any pressure, coercion or threat or undue influence. They have also agreed that they have read and understood the terms and conditions and thereafter put their signatures and in light of the joint compromise petition, the case may be disposed of.

3. It appears from the above discussion that both the parties have settled the case amicably and now there is no dispute remaining between them and this joint compromise petition is executed and filed without any pressure, coercion, threat or undue influence. Hence, there is no need to continue the proceedings of this case, as it is desired by both the parties that the case may be disposed of in terms of the joint compromise petition.
4. Therefore, this case is disposed of in light of the joint compromise petition filed today on behalf of both the parties and this joint compromise petition will be part of the order.

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Sd/-
(Ved Prakash)
Adjudicating Officer
17-01-2020