

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

6TH FLOOR, BIHR STATE BUILDING CONSTRUCTION CORPORATION BUILDING HOSPITAL ROAD, SHASTRI NGAR

PTNA-800023

RERA/CC/953/202 RERA/AO/268/2020

Sri Binod Kumar, S/o Late Fakirchand Ram, R/o Madhukunj, Visheshwaraiya Nagar, Bailey Road, Nahar Par, P.O.+P.S-Danapur, Patna-801503.

Complainants

Versus

M/s Nesh India Infrastructure Pvt. Ltd. Through:- Sri Shashi Bhushan Singh, S/o Late Chandrika Prasad, Managing Director, 19-20, Kidwaipuri, Budha Colony, ... Respondents Patna-800001.

Present:

Sri Ved Prakash Adjudicating Officer

Appearance:

For Complainant	: Sri Sharad Shekhar, Advocate
For Respondents	: Sri Binod Kumar Sinha, Advocat

07-10-2020

Learned lawyers on behalf of both the parties appeared through Video Conferencing and they have filed Joint Compromise Petition in the office of RERA, Bihar, which has been attached with the record.

2. The Joint Compromise Petition on behalf of the complainant, Sri Binod Kumar and Respondents, M/s Nesh India Infrastructure Pvt. Ltd. through its Managing Director, Sri Shashi Bhushan Sinha is filed on the record. Both the



parties have stated that due to timely intervention of common friends, well-wishers and officers of both the parties, they have compromised this case out of the Court and as such, both the parties do not want to proceed further with the complaint case. They have further stated that all the disputes have been settled and good relationship has been restored between them. Hence they do not want to proceed with the case. 1They have further stated that no pressure, threat, coercion or undue influence have been exercised by either party, rather both the parties have compromised with their sweet-will. It is further agreed that both the parties are not willing to prove the instant case after amicable settlement and in future none of the parties will place any demand or grievance in future against each other. They have further stated that in token of compromise arrived between the parties. They along with learned lawyers have put their signatures on the Joint Compromise Petition. Both the parties have also executed a registered Agreement Deed No.8195 dated 10-09-2020, which is attached with the Compromise Petition.

3. On going through the record, it appears that the complainant has filed this case against the Respondents for

07-10-2020 CONTINUED



delivery of possession of flat and other reliefs. Both the parties had also filed Case No.51/2018, 52/2018 and 57/2018 before RERA, Bihar, which were decided on 08-08-2019, wherein the learned Members of RERA, Bihar have directed the complainants to file separate complaint petitions before the Adjudicating Officer, for the relief of compensation u/s 18 of Real Estate (Regulation and Development) Act, 2016. Thereafter, the complainant has filed this present case against the Respondents. However, during pendency of the present complaint petition, both the parties have compromised out of the Court and they have also filed Joint Compromise Petition. They have also stated that the disputes have been amicably settled and good relationship has been restored and they do not want to continue proceeding in the instant case. They have further stated that no pressure, threat coercion or undue influence has been exercised by either of the parties, rather both the parties have compromised the case with their sweet-will. It is also agreed between them that after amicable settlement none of the parties will place any demand or grievance in future against each other. They have further stated that both the parties and their learned lawyers have put their

07-10-2020 CONTINUED



signatures on the Joint Compromise Petition. They have also filed an Agreement No.8195 dated 10-09-2020 along with compromise, which is also placed on the record. In such facts and circumstances, it appears that both the parties have amicably settled the disputes between them and no pressure, threat coercion or undue influence has been exercised by either of the parties, rather it has been executed with their sweet will.

07-10-2020 CONTINUED

> In such circumstances in light of the Joint Compromise Petition, I think, the proceeding of this case may be discontinued. Accordingly, this case is disposed of in light of the compromise arrived between the parties -and the Compromise Petition will a part of the order.

> > Sd/-(Ved Prakash) Adjudicating Officer RERA, Bihar, Patna 07-10-2020

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The court of Adjudicating officer

Real Estate Regulatory Authority, Patna, Bihar

Rera/CCNo./953/2020

Rera/O.A/268/2020

Binod Kumar _____ Complainant

Versus

M/S Nesh India Infrastructure

Respendent Pvt. Ltd.,

> The humble joint petition of compromise on behalf of the complainant namely and M/s Nesh India Infrastructure Pvt. Ltd., through its Managing Director Sri shashi Bhushan (respondent) Sinha named above.

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In

MOST RESPECTFULLY SHEWETH:-

- That due to the timely intervention of common friends and well wisher and officers of both the parties have compromised the case out side of the Hon'ble Court as such the parties do not want to proceed any further with the instant complaint case.
- That all the dispute has been settled as good relationship has been restored between the parties hence the parties do not want to proceed with the instant case.
- 3. That no pressure threat, co-ortion or undue influence have ever been exercised by the either party rather both the parties have compromised the case according to their sweet will.
- 4. That the parties are not willing to proved the instant case as after amicable settlement and in further non of the party will place any demand or grievance in future from each other.
- 5. That in token of the compromise arrived at both the parties as well as the learned lawyer for the parties have

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put their respective signature on this joint petition of compromise.

That it is humbly stated that the compromise may kindly 6. be accepted without any prejudice to either party and necessary order may kindly be passed in accordance with law.

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It is, therefore pray that your honour kindly be pleased to accept the compromise without any prejudice to the either party and pass necessary order in accordance with law.

And for this petitioner shall ever pray.

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Enclouser: - Plotocopies of Agreement deed 8195 de techo-9-2020

311 Circle:-: Danapur

8311

Deed No. E-195

Govt. of Bihar Sub Registry Office ,Danapur Summary of Endorsement

1

This document was presented for registration on 10/09/2020 by Abhishek Kumar (Auth.) A stamp duty of Rs. 57000/- and other fees of Rs. 1250/- has been paid in it. The document was found admissible. The names, photographs and fingerprints and signatures of the executants, and their identifier, who have admitted execution before me, are affixed on the reverse page. The document has been registered as deed no. 8195 in Book No. 1, Volume No. 173 on pages from 261 to 269 and has been preserved in total 9 pages in C.D. No. 27 / Year 2020

Date: 10/09/2020

Token No: 8513 /2020

Signature with Date (Aparna Shiva) Registering Officer, Danapur

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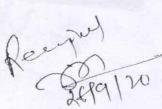
AGREEMENT

with reference to & in continuation of Registered Development Agreement. vide registered Deed No.- 2737, Book No.-1, Volume No. 46, Tokan No.-2820, Serial No.-2764, dated 05/02/2011, Para No.-05 & 13, for the construction of multi – storied building named A G Enclave/A G Sector in Tiruvantpuram City, Khesra No.- 196 & 215, under Thana No.-40, Mauza-Aadampur, Khagaul Danapur, Patna, the following Supplementary Agreement has been made as below:-

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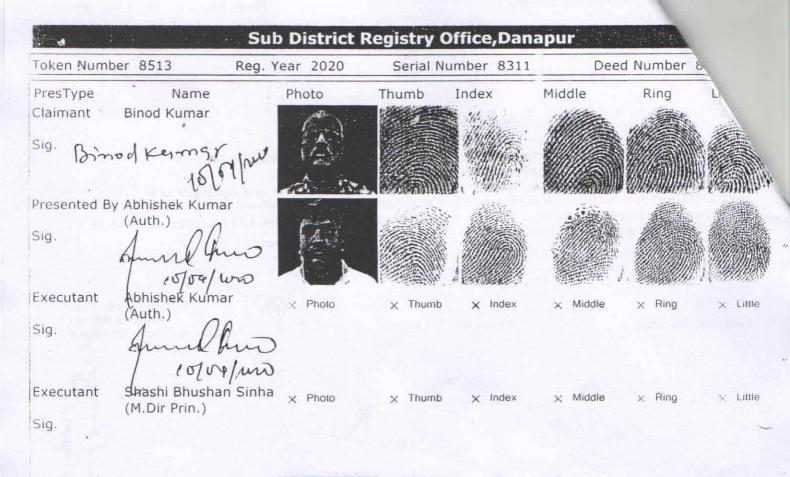
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9/10/2020

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Identified By Raj Kumar Sinha

sig. Keyleyman



That this Supplementary Agreement is made on 10th lay of Month of September, in the Year 2020, between first party namely M/s Nesh India Infrastructure Pvt. Ltd.' (Developer) having registered office in C/O - S. B. Sinha, Commercial Block, Tiruvanantpuram City, A. G. Sector, Ashopur Road, Khagaul, Danapur, Town & District - Patna, through its Managing Director Shri Shashi Bhushan Sinha, Son of Late Chandrika Prasad, Resident of Flat No. - 501, Laxmi Hari Niwas, Kavi Raman Path, Nageshwar Colony, P.S. - Buddha Colony, Town and District - Patna, in the State of Bihar, Indian Citizen, Represented through their authorised person Sri Abhishek Kumar, Son of Sri Atama Prakash, Resident of (D - P/21, Road No. - 10, Alkapuri, Opposite R. M. Hospital, P.S. - Gardambagh, Town and District - Patna, in the State of Bihar, Indian Citizen, through authenticated power of attorney dully executed on 22nd July, 2018, registered as subregistry office - Danapur, and Sadar Registry Office - Patna, bearing its Deed No.-82, Serial No.- 8628, Token No.- 9134, Volume No.- 2, Page No.- 215 to 219, C. D. No.- 1, of 2018, hereinafter, referred to as Developer (which expression unless opposed or repugnant to the context include their heirs, executors, successors, nominee assigned and legal representative of first party)

Project Registration No.-BRERAP00417-5/460/R-371/2019 PAN - AADCN3714A (Attached). Mobile No. 9431014331

And

MR. BINOD KUMAR, Son of Late Fakirchand Ram, Resident of Mohalla:-Madhu Kunj, Vishweshwaraiya Nagar Bailey Road, P.O P.S.- Danapur Town and District- Patna, in the state of Bihar, Indian Citren, hereinafter. referred to as Landowner (which expression unless opposed or repugnant to the context include their heirs, executors, successors, nominee assigned and legal representative of Second party). PAN NO. - AAZPK2412P (Attached).

Mobile No. 9431433112

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Whereas:-

 That the Flat No.-304 (Block- Ex-D) on the 3rd Floor (3 BHK) North-West corner measuring area 1560 sq. ft. Super Built-up area and proportionate-land area as decided in Joint Develor ment agreement Para (8.3) land in proportionate share is 386.412 sq. ft., with one reserved parking space against said flat with facility including 300 watt supply generator connection, elevator, water pump are transferred and handed over the ownership to the Landowner/Second Party against his piece & parcel land Mauza- Aadampur, Thana No.-40 survey plot nos. – 196 & 215, Khata No. – 127, Tauzi No. – 5751. Alok Sahkari Grih Nirman Samiti Ltd., Patna, Society Plot No. – D/05 measuring area 1628.4 sq. feet landowners' area share in TIRUVANTPURAM CITY (A.G), Khagaul, Danapur Patna.

NORTH	Side Setback,	
SOUTH	Flat No303	
East	Stairs Beside Flat No301,	
West	Rear Setback.	841 -

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- 2. That the Landowner is legally and physically entitled to take possession of concerned flat after all completion work of flat with all fixtures & fittings, which would be done latest by 15th September 2020.
- 3. That the Flat Owner and Tenant will avail all facilities of Common Area and the Flat Owners shall have equal rights in the Common Area as Landowner.
- 4. That any defects of flat is found due to structure of the construction. within ten years, the landowner/flat owner shall communicate the Developer and the Developer will rectify the defect within one month of the communication.
- 5. That the Landowner is not liable to pay any amount for incomplete amenities related to Infrastructural Development. i.e., Generator.



Elevator, Transformer Installation, Water Pump Installation, etc., which has been borne by the Developer within the realm of aforementioned Development Agreement.

- 6. The Maintenance committee will be absolutely belonging to M/s Nesh India Infrastructure Pvt. Ltd., which maintain the common area cleaning, common electric bill, civil guard, generator supply maximum 300 watts, water supply in over-head tank. Maintenance committee shall have only the right to revise charges (if any) from time to time whatever required for common maintenance.
- 7. That the landowner is not liable to pay loan and interest amount incurring on the said property which has been taken by the Developer from Nationalised Bank and Government authorised I nancial institution for construction and completion of project.
- 8. That one time (Life Long) amount for maintenance for facilities, like Common Area, Common Amenities, Transformer Installation and Maintenance, Elevator, Generator, Common Area Electric Bill. Sweeper, and Civil Security Guard payments to be paid to the Developer by The Landowner in total Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand only) of one time maintenance. Whereas the total amount will be deposited in Nesh India Security & Intelligence Services Pvt. Ltd., through its Managing Director Shri Shashi Bhushan Sinha. The Developer bearing Current Bank Account No:512001010036299 of Union Bank of India, Branch: Boring Road, Patna. The Developer will fix the amount of Rs.2,00,000/- (Rupees Two Lakh only) of amount in Nationalised Bank as mentioned above as a fixed deposit and earn interest from bank and will give for the expenses incurring on the maintenance of the flat or Block or building, Common area of A.G Sector and produce monthly receipts and expenditure expenses statement of maintenance to the Flat Owners' Association before the formation of RWA & Society. The RWA will be formed by the Developer with mutual consent & agreement with the landowners/Flat Owners.



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For Nesh India Infrastructare

The RWA will open a separate Bank account with Nationalised Bank for the maintenance of Common area of Building. The Developer will transfer the entire receipts of amount for the maintenance which has been received from the landowners/Flat Owners to Nationalised Bank account of RWA & Society as per agreement. This agreement has been made with reference to Paragraph – 14 of the Joint Development Agreement (JDA) made between the developer and the landowner. Then the developer will not be responsible for common maintenance and common area of society.

- 9. That the amount of Rs.50,000/- (Rupees Fifty Thousand only) will be spent for Elevator, Generator, Water Pump, Tube Well, Ejre Fighting & CCTV Camera, Intercom, etc.
- 10. That the Developer will issue NOC and unregistered possession letter to the concerned Landowners / Flat owners by 15th September 2020.
- 11. Whereas the first party has agreed to give 1800 sq. feet, as a constructed super built-up area to the landowner/the second party. Out of One thousand Eight hundred (1800) sq. feet constructed area the developer gives one Flat No. 304, in Block-EX-D on the 3rd floor measuring area 1560 sq. feet in project namely Tirovantpuram City. A.G. Sector and the developer also pay Rs.4,80,000/- (Rupees Four Lakhs & Eighty Thousand) Only as in lieu of Extra area 240 Sq. feet.
- 12. Whereas the second party has agreed to pay onetime maintenance Rs.2,50,000/- (Rupees Two Lakhs & Fifty Thousand) only and registration cost Rs.78,000/- (Ruppes Seventy Eight Thousand) Only after all deduction the first party is ready to pay Rs.1,52,000/- (Rupees One Lakhs & Fifty Two Thousand Only) by Ch. No 041424 dated 15.09.2020 of IDBI Bank Ltd., Kidwaipuri, Patna to the second party (Landowner).
- 13. That the registered Joint Development Agreement will remain stand with this supplementary agreement points.

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VALUATION OF THE RESIDENT FLAT

- *1. Total super built-up area of Flat No. 304 in Block Rs 23,40,000/-EX-D is 1560 Sq. ft., @ Rs.1500/-per sq. feet
- Land in proportionate share is 386.412 sq. ft. 7
 0.8870 Dec@ Rs.3,80,000 Per Dec or Rs.872.35 per sq. ft.
- 3. Total Land Approx 210135 sq. ft.
- 4. Total construction of the building 848328 Sq.ft, Approx
- 5. Conversion Ratio 0.2477 per sq. ft.
- 6. One Reserved Car Parking Space -Total Amount

<u>Rs. 90-000/-</u> Rs.27,80,000

Rs. 3, 50, 000/-

In witness where<u>of the parties here to have set and subscribed</u> their hand signature on the <u>10th day of Month of September</u>, Year 2020, first above in presence of the witness. For Nesh india infrastructure Pvt. LM Witness Managine Directe

1. Ray Kymay Sinhs SIO Late Ram Bilas Prasad

Itospital Road, Near

2 Shailendra Kumar

Slo. J. N. Yadav

Dungpur, Pajma

Chandhi Mander, Jehanabt

RIO. 103, BIOCK-BI, TJYUVONJ

Puram (ity, Khagoul,

Signature & Seal of the Developer

B mod Kumgr : 501

10/00

Signature of the Landowne



Endorsement of Certificate of Admissibility

Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

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Total amount paid (Reg. fee+LLR, Proc+Service Charge) in Rs. - 1250

Date: 10/09/2020

Endorsement under section 52

Presented for registration at Registration Office, Danapur on Thursday, 10th September 2020 by Abhishek Kumar (Auth.) S/O- Atama Prakash by profession Others. Status - Executant

Signature/L.T.I. of Presentant

Date:10/09/2020

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Raj Kumar Sinha' age '60' Sex 'M', 'S/O- Ram Bilas Prasad', resident of 'Hospital Road, Near Gandhi Mandir, Jehanabad'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date: 10/09/2020

Endorsement of Certificate of Registration under section 60

Registered at Registration Office Danapur in Book 1 Volume No. 173 on pages on 261 -269, for the year 2020 and stored in CD volume No. CD-27 year 2020. The document no. is printed on the Front Page of the document.

Date: 10/09/2020 Token No.: 8513

Year: 2020 S.No. :

FIG

Registering Officer Danapur

Registering Officer

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Deed No . : d No . : 8195

9/10/2020

164.100.130.132/SCOREONLINE/e-filing/Appointment.aspx?RefNo=280220200909035

COMPOHIBITION, EXCISE & REGISTRATION DEPARTMENT GOVT. OF BIHAR Appointment Slip

Importatnt Note:-

- · If appointment is not confirmed, then do not go to registration office. Wear face cover/face mask compulsorily.
- · Each party will have to wash his/her hand with soap before putting finger on biometric
- No person will stand at a distance of less than one meter from other.
- No request will be considered for registration of document without appointment.
- · If e-stamp paper of e-stamp number printed on appointment slip is not attached in the document, then appointment will be considered invalid.

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Documents	Agreement or Mem. of Agre	Circle Name : Danapur	
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Booking Date :	09-09-2020 00:00:00	Tim : 15:00 PM	
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Note 1 :- This appointment is valid for registration of single document onlyand print out of confirmed appointment should compulsorily be attached

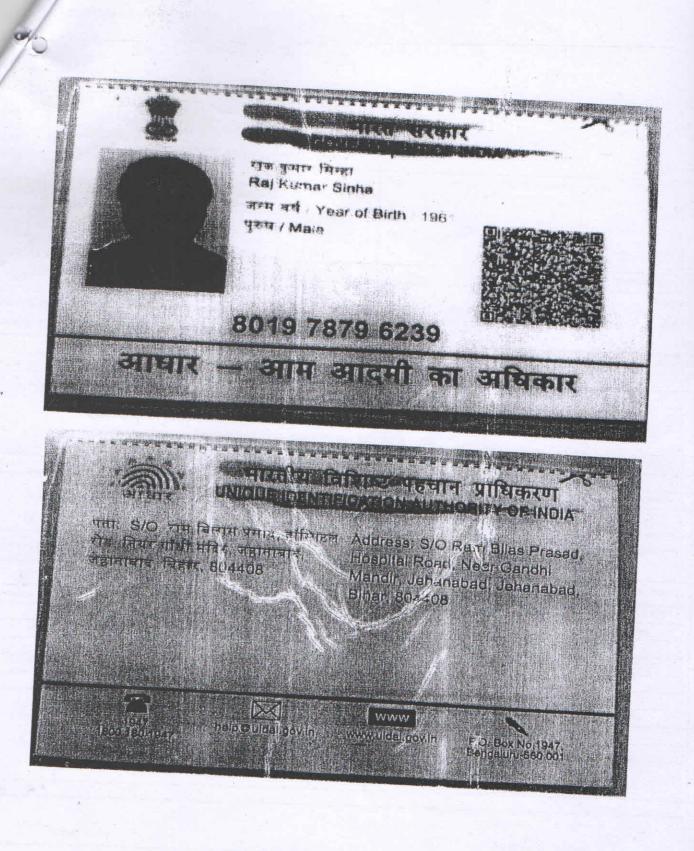
Note 2 - Appointment shall be considered invalid if proof of proper stamp, registration fee and other fee including service charge have not been attached with documents to be registered on this appointment.

Sign, of Party/Representative

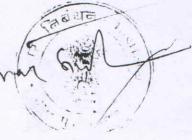


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Branch Stamp

Signature of Depositor

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