

**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**

1.

**RERA/CC/954/2020
RERA/AO/269/2020**

Sri Raj Kumar Sinha, S/o Late Ram Bilas Prasad, Quarter No.C-4/06, Type-IV, Accountant General Residential Complex, Birchand Patel Path, Near R-Block, Patna- ... Complainant 800001.

Versus

M/s Nesh India Infrastructure Pvt. Ltd.
Through: Managing Director, Sri Shashi Bhushan Sinha, 19-20, Kidwaipuri, Budha Colony, Patna-800001. ... Respondents

Present:

**Sri Ved Prakash
Adjudicating Officer**

Appearance:

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

ORDER

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 Raj Kumar Sinha 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. They 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.8197 dated 10-09-2020, which is attached with the Compromise Petition.

3. The complainant has filed this case against the Respondent for 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 signatures on the Joint Compromise Petition. They have also filed an Agreement No.8197 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.

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

Received Rupees 50/- (Rs. Fifty) in cash as Court Fees of Certified Copy/Petition/Power/others in Case No. CC-954/20 Today on 07/10/20
302
Receiving Officer
RERA, BIHAR

In

The court of Adjudicating officer

Real Estate Regulatory Authority, Patna, Bihar

Rera/CCNo./954/2020

Rera/O.A/269/2020

Raj Kumar Sinha _____ Complainant

Versus

M/S Nesh India Infrastructure

Pvt. Ltd., _____ Respondent

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 Sinha (respondent) named above.



Per/_____

MOST RESPECTFULLY SHEWETH:-

1. 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.
2. 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



X Ray'kumar Gur

put their respective signature on this joint petition of compromise.

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

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.

*Binod K. Saha
Retainer for respondent
07.10.20*

*Abhaya Mukherjee
7/10/2020*

And for this petitioner shall ever pray.



X Raj Kumar Saha
Enclosure - Photocopy of Agreement deed 8197 dt 10.09.2020

सं
४३



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

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. **8197** in Book No. **1**, Volume No. **173** on pages from **288** to **296** and has been preserved in total **9** pages in C.D. No. **27 / Year 2020**

[Signature]

Signature with Date
(**Aparna Shiva**)
Registering Officer, **Danapur**

Date: 10/09/2020

Token No: 8514 /2020

no ch-8514/2020
(37)
10/9/20

Scanned by:.....*[Signature]*

AGREEMENT

With reference to & in continuation of Registered Development Agreement, vide registered Deed No.- **2737**, Book No.-**1**, Volume No.-**46**, Token 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 :-

7#01
10/9/2020

दस्तावेज जा र्चा

[Signature]
10/9/2020

हस्ताक्षर

प्रोड्यूसिंग एग्रीमेंट के अंतर्गत प्रकल्पित भू-खंडों में
जि (A.G. Enclave) का अन्तर्गत प्रकल्पित भू-खंडों में
यस पर अन्तर्गत प्रकल्पित भू-खंडों में

[Signature]
10/9/2020



For West India Infrastructure Pvt. Ltd.
[Signature]
Managing Director
Rajkumar Singh
(RAJ KUMAR SINGH)
[Signature]
(SASHI KISHOR SINGH)

9/10/2020








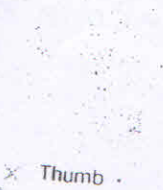






Sub District Registry Office, Danapur

Token Number 8514

Reg. Year 2020

Serial Number 8312

Deed Number 31

Pres Type	Name	Photo	Thumb	Index	Middle	Ring	Little
Claimant	Raj Kumar Sinha						
Presented By	Abhishek Kumar (Auth.)						
Executant	Abhishek Kumar (Auth.)	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Executant	Shashi Bhushan Sinha (M.Dir Prin.)	<input checked="" type="checkbox"/> Photo	<input checked="" type="checkbox"/> Thumb	<input checked="" type="checkbox"/> Index	<input checked="" type="checkbox"/> Middle	<input checked="" type="checkbox"/> Ring	<input checked="" type="checkbox"/> Little
Identified By	Sanjay Kumar Sinha						

Sig. *Raj Kumar Sinha*

Presented By Abhishek Kumar (Auth.)
Sig. *Abhishek Kumar*

Executant Abhishek Kumar (Auth.)
Sig. *Abhishek Kumar*

Executant Shashi Bhushan Sinha (M.Dir Prin.)
Sig. *Shashi Bhushan Sinha*

Identified By Sanjay Kumar Sinha

Sig. *Raj Kumar Sinha*

Sanjay Kumar Sinha
10/09/2020



SCORE Ver .4.0



Sanjay Kumar Sinha
10/9/2020

Biometric Captured By 2802sop015

9/10/20

That this Supplementary Agreement is made on 10th day 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, Tiruvananthapuram 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 C.D - P/21, Road No. - 10, Alkapuri, Opposite R. M. Hospital, P.S. - Gardanibagh, Town and District - Patna, in the State of Bihar, Indian Citizen, through authenticated power of attorney dully executed on 22nd July, 2018, registered as sub-registry 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. RAJ KUMAR SINHA, Son of Late Ram Bilas Prasad, Resident of Mohalla- Hospital, Road, Near Gandhi Mandir, P.O.+District- Jehanabd, in the state of Bihar, 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 - AMNPS9097C (Attached), Mobile No. 9334196244.

Whereas:-

1. That the Flat No. 203 (Block-Ex-D) on the 2nd Floor (3 BHK) South-West Corner measuring area 1560 sq. ft. Super Built-up area and proportionate land area as decided in Joint Development agreement Para (8.3) land in proportionate share is 386.412 sq. ft. with one



For Nesh India Infrastructure Pvt. Ltd. Managing Director
Shashi Bhushan Sinha
Ray Kumar Sinha

reserved car 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 Sahakari Grih Nirman Samiti Ltd. Patna, Society Plot No. - C - 11 measuring are 2000 sq. ft. landowners area share in TIRUVANANTPURAM CITY (A.G. ENCLAVE), Khagaul, Danapur, Patna.

BOUNDARY OF THE FLAT NO. 203, BLOCK-EX-D	
North	Flat No. 204,
South	Side Setback,
East	Stair and Beside Flat No. 202,
West	Rear Setback,

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 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, Transformer Installation, Water Pump Installation, etc., which has been



For Mesh India Infrastructure Pvt. Ltd.

Manoj Kumar
 Managing Director
 Raj Kumar Singh
 10/11/20

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 financial 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), 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 statement of maintenance to the Flat Owners' Association before the formation of RWA & Society. The RWA will be formed by the Developer with mutual



For Nesh India Infrastructure Pvt. Ltd.

Shashi Bhushan Sinha
Managing Director

Ray Kumar Sinha
Secretary

consent & agreement with the landowners / Flat Owners. 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. The developer will not be responsible for common maintenance and common area.

9. That the amount of Rs.50,000/- (Rupees Fifty Thousand only) will be spent for Elevator, Generator, Water Pump, Tube Well, Fire 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 2300 sq. feet, as a constructed super built-up area to the landowner/the second party. Out of Two thousand Three hundred (2300) sq. feet, constructed area the developer gives one Flat No. 203, in Block-EX-D on the 2nd floor measuring area 1560 sq. feet in project namely Tiruvantpuram City, A.G. Sector and the developer also pay Rs.26,00,000/- (Rupees Twenty Six Lakhs) Only as in lieu of Extra area 740 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/- (Rupees Seventy Eight Thousand) Only after all deduction the first party is ready to pay Rs.22,72,000/- (Rupees Twenty Two Lakhs & Seventy Two Thousand Only) to the second party (Landowner) which detailed as below:



For Nesh India Infrastructure Pvt. Ltd.

Signature
Managing Director
Rajkumar Singh
10/09/2020

Cheque No.	Date	Bank	Amount (Rs.)
1. 041433	14.09.2020	IDBI Bank Ltd., Patna	Rs. 11,36,000/-
2. 041427	14.10.2020	IDBI Bank Ltd., Patna	Rs. 11,36,000/-
Total Amount.			Rs. 22,72,000/-

13. That the registered Joint Development Agreement terms will remain stand with this ~~supplementary~~ agreement points.

VALUATION OF THE RESIDENT FLAT

- Total super built-up area of Flat No. 203 in Block EX-D is 1560 @ Rs. 1500 per sq. ft. Rs. 23,40,000/-
 - Land in proportionate share is 386.412 sq. ft. / 0.8870 Dec @ Rs. 3,80,000 Per Dec or Rs. 872.35 per sq. ft. Rs. 3,50,000/-
 - Total Land Approx 210135 sq. ft.
 - Total construction of the building 848328 sq. ft., Approx.
 - Conversion Ratio 0.2477 per sq. ft.
 - One Reserved Car Parking Space Rs. 90,000/-
- Total Rs. 27,80,000

In witness whereof the parties here to have set and subscribed their hand signature on the 10th day of Month of September, Year 2020, first above in presence of the witness.

Witness

For Nesh India Infrastructure Pvt. Ltd.

Managing Director

Signature & Seal of the Developer

- Sanjay Kumar Saha
S/o Late A.V. Sahay
AG No. 6 Type - IV 02
R' Block Patna - 800001

- Sheelendra Kumar
S/o. J. N. Yadav
No. 103, Block-B, Tiruvant
Puram City, Khagaul,
Danapur, Patna

Signature of the Landowner



Endorsement of Certificate of Admissibility

able under Rule 5 : duly Stamped (or exempted from or does not require stamp duty) under the Indian Act, 1899, Schedule I or I-A, No. '05'. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs. 57000/-	Amt. Paid By N.J Stamp Paper	Rs. 0/-
Addl. Stamp duty paid under Municipal Act	Rs. 0/-	Amt. paid through Bank Challan	Rs. 58250/-

Registration Fee						LLR + Proc Fee	Service Charge				
FEE PAID	A1	0	C	0	H1b	0	K1a	0	Lii	0	250
	A8	0	D	0	H2	0	K1b	0	Liii	0	
	A9	0	DD	0	I	0	K1c	0	Mb	0	
	A10	0	E	1000	J1	0	K2	0	Na	0	
	B	0	H1a	0	J2	0	Li	0			
	TOTAL-										1000

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

Date: 10/09/2020

Registering Off
Danap

Endorsement under section 52

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

Signature/L.T.I. of Presentant

Date: 10/09/2020

Registering Offi
Dana

Endorsement under section 58

Execution is admitted by those Executants and Identified by the person (Identified by 'Sanjay Kumar Sinha' age '60' Sex 'M', 'S/O- Amabstha Yashwani Sahay', resident of 'A.G.Quarter Number-6, Type-4 02, Patna'.), whose Names, Photographs, Fingerprints and Signatures are affixed as such on back page / pages of the instrument.

Date : 10/09/2020

Registering Offi
Dana

Endorsement of Certificate of Registration under section 60

Registered at Registration Office. Danapur in Book 1 Volume No. 173 on pages on 288 -296, for the year 2020 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. : 8514 Year : 2020 S.No. : 83



Deed No. : d No. : 81

Registering Offi
Dana

DEPOSIT / PAY IN SLIP



भारतीय स्टेट बैंक
STATE BANK OF INDIA

Date 28/08/2020

Branch :

SB/CA/RD/OD/CC/TL/DLA/c No/ Credit Card No

30978446198

Name SCORE DANAPUR

Tel. No.

Amount

Rupees in words 58,000/- (Fifty Eight Thousand Only)

Cash/Cheque No./Date & Name of Bank & Branch	₹	P
20901	58000	
Total		

SWO / Passing Officer

SBI toll free, 24 Hours Call Centre
No. 18004253800, 1800112211

25 PM

Valid Upto : 10/09/2020
RN : BHR202008540946E
Department : Registration, Excise & Prohibition
Office Name : Danapur
Financial Year : 2020-2021
Assessory : Danapur

ACCOUNT HEAD DETAILS

0030021030001-75-49-STAMP DUTY ON IMPRESSING OF DOC.

0030031040001-75-49-FEES FOR REGISTERING DOCUMENTS

0029008000006-00-01-LANDLORD REVENUE AND PROCESSING FEES

Total Amount : Rupees Fifty Eight Thousand Only

PAY AMOUNT

57000.00

1000.00

0.00

58000.00

DEBITER DETAILS

Account ID (if any) :
Unique Id :
Name : NESH INDIA INFRASTRUCTURE PVT
Address : C/O- S. B Sinha, Commercial Block, Tiruvantapuram City, A.G. Sector, Ashopur Road, Khagaul, Danapur, Town and District-

PAYMENT DETAIL

Account Name : SBI

Branch :

FOR USE IN RECEIVING BANK

CIN : 00001532020082660807 REF No : CKN6505995

Date & Time : 10/09/2020 01:58:35 PM

Scroll No & Date

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ACCOUNT NAME : SBI Pre Acknowledgement Payment (PAP) for Payment through any branch

(BRANCH COPY)

Bank Reference Number	Beneficiary	Mode of Payment	Cash		Cheque/DD
			Amount	Rs	
CKN6505995	NESH INDIA INFRASTRUCTURE PVT LTD	Cash Notes			Paise
		2000 x			
		500 x			
		100 x			
		50 x			
		20 x			
		10 x			
		Total		Rs	

Cheque/DD No :
Date : 10/09/2020 01:58:35 PM
Drawing Bank : SBI
Drawing Branch :

Branch Stamp

Signature of Depositor

PROHIBITION, EXCISE & REGISTRATION DEPARTMENT GOVT. OF BIHAR

Appointment Slip

Important 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 device.
- 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.

Dsro Code : 2802	Office Name : Danapur
Name of Present : Raj Kumar Sinha	Reference No : 280220200909037
Type of Documents : Agreement or Mem. of Agre	Circle Name : Danapur
Appointment Date : 10-09-2020 00:00:00	Appointment Time : 15:30 PM ✓
Booking Date : 09-09-2020 00:00:00	Local Body : Urban

Payment Details

Payment Mode : GRN
GRN/SLK No. : BHR202008540946E

Payment Status

Booking Status : Confirm
Payment Status : Confirm
Stamp Amount : 57000
Registration Fee : 1000
LLR and Processing Fee : 0

Note 1 :- This appointment is valid for registration of single document only and print out of confirmed appointment should compulsorily be attached with document to be registered.

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

Sign. of Party/Representative


Checked By

Officer-in-Charge