

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

**RERA/CC/416/2019
RERA/AO/91/2019**

Sri Jai Prakash Narayan, Behind Plot
No.11, Visheswaraiya Nagar, Jeet
Narayan Path, Bailey Road, P.O.-
Danapur Cantt., District-Patna, PIN-
801503.

... Complainant

Versus

1. M/s Technoculture Building
Centre Pvt. Ltd.
2. Sri Gautam Arun (Authorised
Representative), S/o Sri Laxmi
Narayan Mahto, R/o 3rd Floor, B/2
Grand Chandra Apartment, Frazer ... Respondents
Road, District-Patna, PIN-800001.

Present:

**Sri Ved Prakash
Adjudicating Officer**

Appearance:

For Complainant : In Person

For Respondents : Mr. Dheeraj Kumar Roy, Advocate

ORDER

11-11-2019

This complaint petition is filed by the complainant, Jai
Prakash Narayan against Respondent No.1,
M/s Technoculture Building Centre Pvt. Ltd. and Respondent
No.2, Sri Gautam Arun (Authorised Representative) 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 Duplex in accordance with the approved construction plan with all specifications and quality till December, 2019 along with rent of Rs.15,000/- per month since April, 2019 up to delivery of possession and also for compensation of Rs.5.00 lacs for his mental and physical harassment.

11-11-2019
CONTINUED

2. In nutshell, the case of the complainant is that the Respondent No.1, M/s Technoculture Building Centre Pvt. Ltd. have floated a scheme for sale of plot of land measuring an area of 1400 sq.ft. and a Duplex to be constructed over there on consideration of Rs.37,27,500/- and consequently he purchased a plot of land measuring area of 1400 sq.ft. at Mauza-Bela, Pargana-Maner, P.S-Bihta, District-Patna, Survey Thana No.83, Tauzi-Bihar Sarkar, Khata No.71, Survey Plot No.2274 for constructing a Duplex named "Yamuna Small Luxury" on consideration of Rs.37,27,500/-. Later on, the Respondents executed a Sale Deed on 22-11-2016 in favour of the complainant and his wife, Smt. Sushma and the complainant paid Rs.12,89,525/- advance principal amount out of total consideration Rs,37,27,500/-. Further, the Respondents entered into an Assignment Agreement dated

06/11-04-2017 and have taken physical possession of the aforesaid piece of vacant land for constructing the proposed Duplex within a period of 18 to 26 months from the date of execution of Assignment Agreement. However, the Respondents merely initiated the foundation work of the proposed Duplex and the work was started in such a slow manner that even the foundation could not be completed till date of filing of this petition in the Court. Hence, the complainant has filed this case against the Respondents with prayer of above reliefs.

11-11-2019
CONTINUED

3. Both the parties while arguing the present case on merit, have filed a joint compromise petition on the record mentioning therein that due to intervention of social persons, common friends and well wishers both of them have compromised the case without fear, force, coercion and un-due influence and with free will. Both the parties have agreed that the Duplex/Bungalow shall be completed in all respect complying with the specifications laid-down in the Assignment Agreement dated 11-04-2017, on/before 31-08-2020 by the Respondents. They have further agreed that the complainant shall pay the remaining amount of consideration to the Respondents as per Annexure-1 of the Assignment Agreement dated 11-04-2017. It is further agreed that there will be delay of one or two months in completion of the building due to some unavoidable circumstances. They have further agreed that other terms and

conditions shall remain the same as agreed between the parties in the Assignment Agreement dated 11-04-2019. Now, both the parties have amicably arrived at a settlement of all the disputes arisen between them. In view of the settlement, the complainant has no dispute/demand/claims of any kind whatsoever remaining against the Respondents and both the parties will be strictly bound with the settlement. They have further agreed that the joint compromise petition has been read and explained to them in their languages and after understanding and accepting the terms and conditions, they have signed on the compromise petition filed in the Court on behalf of both the parties.

11-11-2019
CONTINUED

4. On perusal of the record, it appears that both the parties have amicably settled the disputes continued between them and after settlement they have jointly filed the compromise petition on the record and they are desirous to get disposed of this case on the basis of the said compromise petition arrived between them. It also appears that since both the parties have arrived on settlement, there is no need to continue the proceedings of this case and the case may be disposed of in accordance with the said compromise petition filed on behalf of both the parties. However, it is not out of place to mention that the learned lawyer, Mr. Dheeraj Kumar Roy has put his signature on behalf of the Respondents and they have

undertaken that they will abide by the terms and conditions of the compromise petition reached between the parties.

Therefore, in such facts and circumstances, it is proper to dispose of this case in terms of the compromise petition filed by both the parties. Accordingly, this complaint petition is disposed of in terms of the compromise petition dated 11-11-2019 and the compromise petition will be part of the order.

11-11-2019
CONTINUED

Sd/-
(Ved Prakash)
Adjudicating Officer
11-11-2019

BEFORE,

THE HON'BLE ADJUDICATING AUTHORITY,
REAL ESTATE REGULATORY AUTHORITY, BIHAR AT
PATNA

RERA CASE NO. 416 of 2019

AO 91/2019

Mr. Jai Prakash Narain

.....Complainant

Versus

M/s Technoculture Building Centre Pvt. Ltd.

..... Respondent

The Humble Joint Compromise
Petition on behalf of both
Parties named above.

MOST RESPECTFULLY SHEWETH:-

1. That, due to intervention of socialite persons, Common friends, well-wishers, the both the Parties have compromised this case without any fear, force, coercion and un-due influence and out of free will.
2. That, after being compromised this case, both parties have felt more comfortable as the good sense and harmony have come to prevail between the parties.
3. That, since the Complainant has compromised this case with Respondents so the Complainant does not want to proceed with the case anymore.

Harraj K. P. P. P.
For Respondent
11.11.19

Jai Prakash Narain
11.11.2019

4. That, both the Parties agreed for amicable settlement of the dispute and as per the terms of the compromise and to settle the dispute, it was agreed between the Complainant and the Respondent as follows:

I. That, the building/Bungalow shall be completed ^{in all respects of complying with the specifications laid down} on/before 31.08.2020 by the Respondent Company. ^{in Agreement dated 11.4.17}

for 11/11/19

for 11/11/19

II. That, the Complainant shall pay the remaining amount to the Respondent as per the Annexure - I of the Assignment Agreement Dated 11.04.2017.

III. That, it is further agreed between the parties that there may be delay of one or two months in completion of the building due to some unavoidable circumstances.

~~IV. That, completion of the construction work shall be subject to payment by the Complainant as per the Annexure - 1 of the Assignment Agreement.~~

for 11/11/19

for 11/11/19

V. That, other terms and condition shall remain same as agreed between the Parties as per the Assignment Agreement Dated 11.04.2017.

*for 11/11/19
for Respondent
11.11.19*

5. That, accordingly, the parties have arrived at an amicable settlement of all the disputes, between them.

6. That, in view of the above mentioned settlement, the Complainant has no disputes/demands /claims of any kind whatsoever remaining against the ~~Accused Person~~ ^{Respondents} and both the parties will be strictly bound with this settlement.

*for Babbar Nungga
11.11.2019*

7. That, both the parties hereto confirm and declare that they have voluntarily and of their own free will, without bearing any pressure, coercion or threat or undue influence of any kind have arrived at this amicable Settlement.
8. That the contents and averments of this memorandum of settlement or joint compromise petition have been read and explained to the parties in their Vernacular languages. Both the parties have signed on this Memorandum of Settlement after fully accepting the above terms and conditions and undertakes to remain bound by the above referred terms and conditions without any dispute or demur in future.
9. That, in light of this compromise Petition and in the interest of justice, the present Complainant case may be disposed off.

It is, therefore, prayed that your Honour may kindly be pleased to accept this joint compromise petition and be further pleased to dispose off the present matter.

✓
For this act of kindness both the parties shall ever pray.

Geeraj Kumar Roy
Advocate
For Respondent
11.11.19

For Respondent
11.11.2019