

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case No: RERA/CC/1037/2021

Sushma Singh

...Complainant

Vs.

M/s. DDL Infratech Pvt. Ltd.

...Respondent

Project: Agrani First City, Bihta

Present: For Complainant: Mr. Rajendra Narayan Singh, Advocate

For Respondent: None

ORDER

22.04.2022

This matter was last heard on 06.04.2022.

The case of the complainant is that she had purchased plot no-D-156 (Part) situated at Dayalpur Daulat, P.S- Bihta, District- Patna, measuring 2400 sq. ft., through registered sale deed no 8644 dated 21.03.2013. In the said sale deed dated: 21.03.2013, the piece of land purchased by the complainant has been described as part and parcel of amalgamated plots of khata nos. 464,637,356,323,828,471,792 and Part of Plot numbers 4004,3976,3986,3965,4325,3986,3965,4325,3966,3987,3989,4003, instead of mentioning the specific khata and khesra number of the plot transferred to the complainant by the aforesaid sale deed. On 05.04.2013 i.e. after execution of sale deed in question, the respondent company executed a memorandum of development agreement, wherein they undertook to develop the land sold by

constructing a 30 ft. wide branch road after filling earth, laying water supply pipeline & electric supply connection to the plot of land purchased by the complainant. All the aforesaid development work were to be completed within a period of 1 year with a grace period of 6 months from the date of execution/registration of the sale deed in question.

The complainant has stated that till date i.e., 8-9 years nothing significant has been done towards development. Even the actual physical possession of the land has not been given to the complainant.

The present matter has been filed praying for issuing direction to the respondent company to execute and register the deed with proper title mentioning the specific khata & plot number, physical possession of land with possession certificate, mutation and development of land as per agreement.

The complainant has placed on record a copy Deed of Absolute Sale dated 19.03.2013 and Memorandum of Development Agreement dated 05.04.2013.

Perused the record. The learned counsel of the respondent has filed his reply and submitted that the complainant has obtained one sale deed in respect to part company plot no. 156 from amalgamated plot, through deed no. 8644 dated 21.03.2013, total area 2400 sq. ft. and total consideration amount Rs.3,80,000/-. There was no demarcation of road or plot at the time of this deed was executed. The company has already offered an alternative plot to the complainant. He further submitted that if the complainant is not

ready to take an alternative plot, the respondent is willing to refund the consideration amount as per order.

On last date of hearing the learned counsel of the complainant had reiterated his prayer and other reliefs sought are regarding completion of development work within four weeks, handing over possession and prays for liberty to approach the Adjudicating Officer for compensation.

The Bench notes that despite issuance of notice, respondent failed to appear on the last date.

After considering the documents filed by both the parties and submissions made by the learned counsel of the complainant, the Bench hereby directs the respondent and their Directors to execute and register the deed with proper title mentioning the specific khata & plot number and complete the development work as per the agreement within four weeks from issuance of this order and in case of default, they would be liable to pay Rs.1,000/- for each day of default.

The complainant is at liberty to approach the Adjudicating officer under relevant sections of the Act for their claims, which are in the nature of compensation from the respondent company.

With these directions and observations, the matter is disposed of.

Sd/-

Naveen Verma

(Chairman)