

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

**Case No: RERA/CC/1038/2021**

**Ajoy Kumar 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 he had purchased plot no-D-156 (Part) situated at Dayalpur Daulat, P.S- Bihta, District- Patna, admeasuring 2400 sq. ft., through registered sale deed no 24501 dated 05.09.2012, In the said sale deed the piece of land purchased by the complainant has been described as part and parcel of amalgamated plots of khata nos. 464,637,323,356,828,471,792 and partPlotno.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 05.09.2012 i.e. after execution of sale deed in question, the respondent company executed a memorandum of development agreement, wherein they had undertaken 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 works 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 after expiry of 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 allottee has filed the complaint praying for issuing direction to the promoter 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 of the deed of absolute sale dated 05.09.2012 and memorandum of development agreement dated 05.09.2012.

Perused the record. The learned counsel of the respondent has filed his reply and submitted that the complainant has purchased plot no. 156, area 2400 sq. ft., for a total consideration amount of Rs. 3,20,000/-, The respondent had offered to the complainant an alternative plot for physical possession. However, the complainant has not taken possession. He further submitted that the reason for offering alternative plots because some land owners had refused to execute sale deed even after taking payment and offering assurances and majority of complainants have already taken alternative plots and have taken possession of the plots. He submitted that if the

complainant is not ready to take alternative plot, the respondent is willing to refund the consideration amount, as per provision.

On the 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 prayed 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.

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

**Sd/-**

**Naveen Verma**

(Chairman)