

# REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Full Bench of Mr Naveen Verma, Chairman,  
Mr R.B. Sinha, Member & Mrs Nupur Banerjee, Member

CC/1008/2020

**Raj Kumar & Ors. ....Complainants**

**Vs**

**M/s Star India Constructions Pvt Ltd.....Respondent**

**28/10/2021**

**Order**

This matter was last heard before the Full Bench on 26.07.2021 after which orders were reserved.

The complainants, who are landowner -allottees had entered into a registered development agreement by deed no. 14016 dated 22/07/2009 with the respondent/promoter for construction of residential apartment under the name "Shiv Bhajju Star City" situated at Anishabad, Mauza – Paharpur bearing plot no.291, 290, 294, and 297. According to the development agreement dated 22/07/2009, 40% share in constructed flat will be handed over to the landowner/complainant, and 60% of constructed flat will be the builder's share. After the expiry of the development agreement dated 22/07/2009, the respondent entered into a subsequent agreement dated 15/04/2014. As per the agreement dated 15/04/2014, the complainant's share increased from 40% to 50% of the total constructed flat and Rs 10,000/- per month and flat compensation. The subsequent agreement also expired on 01/01/2017, and the respondent failed to finish the project's construction work. After that, the respondent registered its project in RERA.

The complainant has requested compensation of Rs 2,10,000/- per month from July 2018 to till date and also to hand over-furnished Block 'A' after completion of construction with full amenities in the light of agreement. The complainant has further requested to hand over 50% flat of Block 'C' after completing the same and compensation of Rs 5,00,000/- for breach of terms and conditions and delay in finishing the flats along with mental pain and harassment. The complainant requested the Authority to direct the respondent to use standard material in construction, complete the project within time, and complete the construction of the building in light of the approved map of the outer face of blocks B and C, respectively.

Perused the records. The respondent has not filed any written submission. However, detailed submissions were made on the various dates of hearing by Mr GG Mishra, learned counsel of the respondent submitted that all works in the flats have been completed and that they were ready to hand over the flats but the complainant/land owner did not want to take possession. He had further submitted that the complainants should give in writing whatever shortcomings they find and what works are yet to be done.

The Authority had suggested to the complainant to take possession of the flat and if any structural defect or shortcoming in quality of work is there in the flat, the respondent is duty bound to rectify up to 5 years.

On the last date of hearing, Mr Basant Kumar, Director of the respondent company, who was present was directed to submit the monthly progress report. He had submitted that they would abide by the work as specified in the development agreement and complete the work within two months.

The Authority directs the respondent company to submit an affidavit stating the present status and whether they have obtained the completion certificate and given a copy to the landowner/complainant. The Authority further directs the respondent company to hand over possession of the finished flats to the complainants in the proportion as specified in the development agreement. So far as the claim of compensation is concerned, the complainants are at liberty to approach the Adjudicating Officer.

With these directions/ observations the matter is disposed of.

Sd/-  
Nupur Banerjee  
Member

Sd/-  
R.B. Sinha  
Member

Sd/-  
Naveen Verma  
Chairman