

REAL ESTATE REGULATORY AUTHORITY, BIHAR
6th Floor, Bihar State Building Construction Corpn Complex
Shastri Nagar, Patna-800014.

Before the Bench of Mrs. Nupur Banerjee, Member

Case No. RERA/ CC/797/2021

Pancham PalComplainants

Vs.

M/s RR Builders & Developers Pvt. Ltd...Respondent

For Complainant: Mr. Rakesh Roshan, Advocate

Mr. P.K. Jha, Advocate

For Respondent: Mr. P. Gaurav, Advocate

ORDER

10/03/2022

The matter was last heard on 31-01-2022. Complaint was filed on 29-07-2021.

The case of the complainant is that the complainant had enter into the development agreement dated 06-02-2016 with the respondent company for the construction of a multi storied building over his land situated at Mauza – Adampur, Survey Thana – Danapur, District- Patna having Thana No. 40, Tauzi No.5712, Khata No. 108, Kheshra No. 460 for the project named “Sanchar Nagar”. He further submitted that total measurement of land was 38 decimal out of

which he got 11 decimal land. It has been further submitted that as per the development agreement, the building was to be completed within five years with a grace period of six months. He further submitted that in 2017 the builder signed share distribution agreement with other land owners but not with the complainant. He has submitted that as per the development agreement, 42% share of the constructed building over the land which is their rightful share is not being given by the respondent and respondent is trying to put pressure on him to not to claim for transfer of his share of flat in constructed building as per the development agreement and requested to direct the respondent to hand over the rightful share in constructed building.

The complaint has placed on record agreement dated 06-02-2016.

Perused the records. The respondent has not filed any written reply but learned counsel for respondent has appeared during the hearing and had submitted that the respondent has preliminary objection regarding the maintainability of the case.

On 25-12-2021, complainant had filed supplementary rejoinder petition stating therein that the respondent has preferred appeal before the RERAT against an interim order dated 24-09-2021 where the Hon'ble REAT directed to honour the commitments as

per conditions mentioned in the development agreement.

On 13-02-2022, complaint had filed 2nd Supplementary Affidavit praying to direct the respondent to hand over the share of complainant as per devolvement agreement and to direct the respondent to not sell out any flat to any one unless the share division is done between complainant and respondent as per the development agreement.

During the last hearing on 31-01-2022, Mr. Rakesh Roshan, learned counsel appeared for complainant had submitted that the order dated 24/09/2021 was challenged by the respondent before the Hon'ble Tribunal which directed the respondent to give the share to the land owner as per development agreement. He further states that the project was to be completed in 2021 and the respondent has sold the flats regularly and refusing to give share of the complainant till all the flats are sold. During the course of last hearing the learned counsel for complainant had prayed for injunction from selling the flats by respondent otherwise several cases would come up. He also stated that as per lay out plan, share should be decided on that calculation. The Hon'ble Tribunal has also directed the respondent to give complainant's share.

The respondent during the course of last hearing had submitted that the complaint is not maintainable.

Considering the submissions and documents filed by both the parties, the bench observed and directs the respondent to hand over the share of complainant as per development agreement dt.06-02-2016 within 60 days from the issuance of this Order.

Let the copy of the order be pasted on the project of the respondent company through Special Messenger.

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

Sd/-

Nupur Banerjee
Member