

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Double Bench of Mr Naveen Verma, Chairman,  
& Mrs Nupur Banerjee, Member**

**Case No.CC/1143/2020**

**Uday Kumar.....Complainant**

**Vs**

**M/s Majestic Construction & Developers Pvt Ltd.....Respondent**

**Project: Majestic Janki City**

**Present: For Complainant: In person  
For Respondent : Mr Punit Kumar, Advocate  
Mr Sanjay Kumar, MD**

**HEARING THROUGH VIDEO CONFERENCING**

**13/07/2021**

**PROCEEDING**

Hearing taken up. The complainant and Mr Punit Kumar, learned counsel of the respondent company are present.

The complainant submitted that the flats on his land handed over by the respondent are not as per the agreement and therefore this complaint case before RERA. He submitted that doors and windows are of poor quality and there is seepage problem and combined generators set has been installed with other land owner's land. He submitted that there are 40 flats constructed over the land out of which 17 flats are land owner's share of 45% and the remaining 23 flats are developer's share 55%. The developer has allotted parking area of small size and the parking area of the developer share is large and enough to park vehicle and that there has been a difference in the quality of finishing work.

Learned counsel of the respondent submitted that development agreement was signed on 18/08/2015 and the flats of the land owner's share (45%) which has been calculated on the built up area, was handed over on 15/07/2019 as described in the development agreement. He claimed that the land owner has put all his flats on rent. No other allottee has made any complaint against the respondent. The project was registered with RERA in April 2018 and the project has been completed before time and possession handed over. At the time of taking possession of the flats the land owner did not make any objection that the flats are not constructed as per specifications of the development agreement.

Mr Sanjay Kumar, MD of the respondent company stated that the flats have been constructed as per the development agreement and more has been done than the specifications mentioned in the agreement. The distribution of flats was made under agreement signed on stamp paper. For the difference of 60 sq ft the land owner was paid and the parking area was accepted by the land owner after seeing it. He further submitted that the land owner has not sent any notice to him and has filed case before RERA.

The complainant stated that no flat has been put on rent and requested for physical verification of the flat to see the status of the flats.

The Bench directed both the parties to share photographs of the flats and garage so as to justify their assertions. The Bench observed that the complainant may bring the deficiencies in the flats to the notice of the promoter as per Section 14(3) of the RERA Act. If the work has not been done as per the agreement and the promoter does not rectify it within a reasonable period, the complainant may file an application for appropriate compensation before the Adjudicating Officer , as specified in the Act.

With these directions, the case is disposed of.

**Nupur Banerjee**  
**Member**

**Naveen Verma**  
**Chairman**