

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,
Bihar**

**RERA/CC/266/2025, 200/2025, 201/2025, 203/2025, 206/2025, 209/2025, 281/2025,
285/2025, 307/2025, 173/2025, 280/2025, 393/2025, 347/2025**

**Rajeev Kumar/ Niraj Kumar Singh/ Kumar Abhinaw/ Vikramjeet
Kumar/ Ranjeet Kumar/ Ajay Kumar Jha/ Ritu Singh/ Sujeet Kumar Singh/ Savita
Devi/ Mani Kant/ Ashutosh Kumar/ Abhay Kumar/ Swati Kumari Complainants**

Vs

M/s R D Eco Developers Pvt. Ltd.

.....Respondent

Project: RD Height

Present: For Complainant: Mr. Jai Ram Singh, Advocate
For Respondent: Mr. Sumit Kumar, Advocate

03/09/2026

ORDER

The matter was last heard on 26.05.2026 when Mr. Jai Ram Singh, learned counsel appeared on behalf of the complainants and Mr. Sumit Kumar appeared on behalf of the respondent.

2. Since all the cases are of similar nature, therefore, they have been heard together and are being disposed of by this common order.

3. During the hearing learned counsel for the complainants had submitted that as per his information an extension has been granted to the respondent for the present project R D Height for the purpose of completing the said project but still the basic amenities pertaining to the project and the work which was to be executed by the respondent as per the terms and conditions outlined in the agreement for sale is pending to be completed by the respondent. He also submitted that even the allocation of parking space to the complainants and other allottees has not been done till date. Learned counsel for the complainants further submitted that the respondent for the intentions best known to him had adopted a partial attitude against the complainants which is evident from the fact that despite the project being still in the phase of completion and not having a valid Completion Certificate/ Occupancy Certificate, the respondent has executed a number of sale deeds in favour of different allottees leaving behind the complainants. Learned counsel for the complainants, therefore, requested for a direction to the respondent to execute the sale deed in favour of the complainants and accordingly, handover the possession of the flat belonging to the complainants.

4. Learned counsel for the respondent submitted that the work was delayed as the permission for extension could not be granted in time. However, now that the extension has been allowed, the construction work is going on in full swing. He also assured that the entire work pertaining to the project in question and also the flat booked by the complainants shall be completed and shall be handed over to the complainants as per the terms and conditions outlined in the

agreement for sale. He also assured that proper allocation of parking space shall also be made in favour of the complainants.

5. The Bench after hearing the submissions of both the parties had directed them to file written notes of argument in their favour. Both the complainants as well as the respondent have filed written notes of argument on their behalf. Learned counsel for the complainants has also filed a supplementary rejoinder in continuation of the written notes of argument which has been filed on 18.08.2026.

6. Perused the record of the case and also gave a cautious study to the written notes of argument submitted by both the complainants as well as the respondent. In his written notes of argument learned counsel for the complainants has requested for a direction to the respondent to execute the absolute sale deed in favour of the complainants and also issue possession letter to the complainants. He has further prayed for a direction for providing Completion/ Occupancy certificate to the complainants and all other relevant documents as per the provisions of law. He submitted that the Allottees Association has not been formed as yet and therefore, a direction should be given to the respondent to form Allottees Association as per the provisions of the Act and also complete the remaining work of the project in terms of the development agreement/ agreement for sale/ brochure.

7. Learned counsel for the respondent in his written argument has mentioned that Section 17 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') though directs the respondent-promoter to execute the sale deed and handover the possession of the flat within three months from the date of Occupancy Certificate but does not bar the promoter from executing the sale deed prior to the Completion Certificate. He, however, could not explain as to why the Allottees Association has not been formed as yet despite majority of bookings been done in the said project.

8. On perusal of the record of the case it is clear that the project has not yet been completed and it is still in the process of construction. It is also clear that the respondent has executed a few sale deeds in favour of some of the allottees without properly completing the project and without obtaining the Occupancy Certificate which prima facie is against the objective of the Statute especially outlined in Section 17 of the Act. It is also surprising that the respondent has not delineated the parking spaces to be allotted to the respective allottees and has thus created a state of confusion among the allottees and also has given rise to a situation of dispute among the allottees themselves.

9. The Bench also observes that the respondent, by not forming the Allottees Association, has violated the provisions contained in Section 11(4)(e) of the Real Estate Development Act, 2016 and is thus liable for penalty u/s 61 of the Real Estate (Regulation and Development) Act, 2016 which can be up to 5% of the cost of the project. As per the application submitted by the respondent, the estimated cost of the project is 61.00 crore rupees. The Bench, therefore, imposes a penalty of Rs.5.00 lakh (five lakh) against the respondent which is less than 0.001% of the estimated project cost.

10. The Bench, in view of the facts stated hereinabove, issues the following directions:-

- (i) The respondent is directed to complete the project in accordance with the sanctioned map and the registration given by the Authority along with extension of the same.
- (ii) The respondent is directed to follow the conditions outlined in the development agreement (executed between the promoter and the landowners) and the agreement for sale entered into between the respondent and the allottees respectively.
- (iii) The respondent is directed to properly delineate the parking space to be allocated flatwise and get the same painted in a discernible manner in order to avoid any dispute among the allottees, within a period of 60 days from today.
- (iv) The respondent is directed to obtain a valid Occupancy Certificate from the competent authority as soon as he completes the construction of the project and handover all the required documents as per the provisions of the Act to the respective allottees within a period of 30 days from the date of completion of the project.
- (v) The respondent is directed to execute the sale deed and handover the possession of respective flat to the complainants as per the provisions of law.
- (vi) The respondent is directed to form Allottees Association as per the provisions contained in Section 11(4)(e) of the Act within a period of 15 days from today and handover the entire documents and plans including the common areas to the Association of Allottees as provided u/s 17(2) of the Act within 30 days after obtaining the Completion Certificate.
- (vii) The respondent is directed to pay a sum of Rs.5.00 lakh (Five lakh) as penalty imposed against him u/s 61 of the Act within 60 (sixty) days from the date of this order.

11. With regard to any claim for compensation, the complainants are at liberty to press the same before the A.O. (Adjudicating Officer) as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

12. With the above directions, the above cases are disposed of accordingly.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar