

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

RERA/CC/367/2023

Mr.Ashwini Kumar Yadav

....Complainant(s)

Vs

M/s Marathan Systems. Pvt. Ltd.

....Respondent

PROJECT- KartikeyEncalve

For the complainant:

In Person

For the respondent :

None

24.06.2026

ORDER

Hearing is taken up. The complainant is physically present, but the respondent is absent.

2. The complainant submits that he is the landowner in the project- Kartikey Enclave of the respondent promoter. Further a Development of Agreement dated 11.09.2017 (wrongly written 14.11.2017) executed between the complainant along with other land owners one side and respondent promoter on other side through Deed No.8405 (Annexure -1) for construction of a multistoried building on the land of the complainant and others. As per the agreement, the complainant handed over a piece of land out of his own share, measuring about 8 decimals having Jamabandi No.157, in Mauza – Gopalpur, P.S- 108, Anchal –Sabaur, District Bhagalpur. Other persons/relatives also handed over their land to the respondent measuring about 92.5 decimal. The complainant further submits that as per the development agreement, 40% share of Flats was to be handed over to the landowners, including the complainant within a period of 4 years and 6 months from the date of approval of the map. The map of the building was passed on 14.01.2017 and as per the agreement, the respondent was to hand over the constructed flat on 14.07.2021. The complainant further alleges that on completion of the project, the respondent handed over the possession of share of flats to other landowners as per their share. He further submits that as per the share distribution

chart prepared at the time of execution of development agreement, the respondent was to handover the total five flats in Block -C to the complainant , which are under -

Floor	Type of Flats	No. of Flats
First Floor	103,104 (2BHK)	2 Flats
Third Floor	302 (2BHK)	1 Flat
Fourth Floor	405, 406 (2 & 3 BHK)	2 Flats
		5 Flats in total

The complainant further submits that the respondent was to hand over five flats having area of 5545 sq. ft, but the total area of five flats comes to 5365 sq. ft, which is less than the agreed share. It was also mentioned in the agreement that on completion of project, with consent of the stake holders, the shortfall of 180 sq. ft would be adjusted out of sale of one flat and distributed among them proportionately. He submits that the respondent may be directed either to handover all the five flats completed in all respect along with amenities as discussed above or alternatively make payment of consideration of flats having area of 5545 Square Feet at the market rate.

3. There is no representation on behalf of respondent in this case. The record shows that previously learned counsel Mr. Manoj Kumar Singh by filing vakalatnam was appearing on behalf of the respondent till 31.10.2025, but thereafter he left to attend the proceeding of this case without filing reply. However the learned counsel without controverting the claim of the complainant had submitted on 31.10.2025 that the respondent is ready deliver possession of share of flats to the complainant as per Development Agreement.

4. Considering the submissions made by the complainant and learned counsel on behalf of the respondent as well as on going through the record, the Bench observes that the complainant is one of the landowners, on whose land the project-Kartikey Encave was constructed. It also appears that the respondent promoter has handed over the flats to other landowners of their share, but he did not settle the dispute of flats with the complainant. From

perusal of the development agreement, it appears that there are 12 landowners, who have handed over their respective land to the respondent company for construction of multi-storied building and the complainant's name, Shri Ashwini Kumar Yadav figures at serial no. 11 of said development. It also appears that dispute between the landowners and respondent promoter is partially settled.

5. In the backdrop of submissions of the complainant, the Bench/Authority is of considered opinion that it was incumbent upon the respondent promoter to go by the terms and conditions of development agreement executed between the complainant and respondent promoter. In this case, the respondent promoter has failed to honour the commitments made to complainant to handover the five flats having total area of 5545 Square Feet falling his actual share as per in the Development Agreement dated 11.09.2017 and share distribution deed dated 08.09.2025.

6. In view of what has been observed, the Bench/Authority hereby directs the respondent company through its Director, Shri Chanchal Ghose to handover 5 flats in the way that it should be one 3BHK flat No.406 and four 2BHK flat Nos. 103, 104, 302 and 405 with total area 5545 Square Feet in Block C of the project Kartikey Enclave to the complainant within 60 days of passing of the order. In alternate, if respondent is not in position to deliver possession of share of these flats to the complainant, then he is directed to make payment of consideration of share these flats having area 5545 Square Feet to the complainant on present market price.

With these observations / directions this complaint case is disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer
24.06.2026