

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Division Bench of Hon'ble Chairman, Mr. Vivek Kumar
Singh & Hon'ble Member Mr. S.D. Jha, RERA Bihar,**

RERA/CC/628/2022

Rajka Devi Complainant

Vs.

R.D. Eco Developers Pvt. Ltd..... Respondent

For the complainant: Mr. Sumit Kumar, Advocate

For the Respondent: Mr. Mukesh Kumar, Advocate

Project:—CHETNA RESIDENCY

ORDER

16.10.2024 The case was last heard on 07.10.2024 and the order was reserved. Mr. Sumit Kumar, Advocate, appeared and defended the case of the complainant. Mr. Mukesh Kumar, Advocate, appeared and defended the case of the respondent. The respondent's counsel during the proceeding dated 07.10.2024 submitted that the project is complete and they are willing to handover possession. He further submitted that he would file the written submission within two days. Accordingly, he was directed to file written submission within two days with further direction that in case of non-compliance, it would be presumed that the respondent has nothing to say in this matter further and an order would be passed on the basis of material available on the record, but the same has not been filed so far. Hence, the Authority is left with no option but to pass the order today i.e. 16.10.2024.

2. Learned counsel for the complainant submitted that the complainant had entered into a Development Agreement with the respondent on 5.8.2013, wherein, it was agreed that the complainant would get 50% of the total constructed area made over her land. He further submitted that as per paragraphs 14, 15 & 16 of the Agreement, total measurement of super built area under the ownership of landowner on 50-50 basis with promoter has been calculated as 1701.25 sq. ft. and he requested that the respondent - promoter may be directed to handover peaceful

possession of the flat of 1701.25 sq. ft to the complainant as per Agreement.

3. Learned counsel for the respondent submitted that there is no dispute that as per Agreement the complainant is entitled to get 50% share in the project. In para 16 of the Agreement, it was also agreed between them that the landowner shall have right over 50% area after completion of the project. He further submits that the project is almost complete and the respondent - promoter is willing to deliver physical possession of the flat of 1701 sq. ft. to the complainant after completing all the legal formalities.

4. Perused the record including the Development Agreement dated 05.08.2013. The Authority observes that there is no dispute between the parties regarding execution of the aforesaid Agreement on the term and condition that the complainant would get 50% of the total constructed area made over her land, which on calculation comes to 1701.25 sq. ft.. The Authority further observes that the submissions have also been made by the respondent's counsel on 07.10.2024 that the respondent is willing to deliver physical possession of the flat of 1701 sq. ft. to the complainant as per the Agreement.

5. Taking into consideration the aforesaid facts and the observations made above, the Authority directs the respondent – company and its Director Mr. Satyendra Kumar Singh to handover physical possession of the flat having area of 1701.25 sq. ft. as share of the complainant according to the Development Agreement dated 05.08.2013 after completing all the legal formalities within two months from the date of issue of this order.

With the aforesaid observations and direction, this case is disposed of.

**Sd/-
S.D.Jha
Member**

**Sd/-
Vivek Kumar Singh
Chairman**