

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**  
**Case No. RERA /CC/632/2022**

**Suman Kumar Nayak**

**.....Complainant**

**Vs**

**M/s Jascon Enter build Pvt. Ltd.**

**.....Respondent**

**Project: Jascon Nayak Residency**

**26/07/2024**

**O R D E R**

This matter was last heard on 09.07.2024 when the complainant's Advocate Mr. Mayank Rukhiyar was present and the respondent was absent. The matter was reserved for orders.

2. The complainant submits that he has provided project land to the respondent promoter for construction of a building and development agreement no. 24974 dated 12.10.2011 was executed between the parties, duly registered at the district registry office, Patna. The complainant is the rightful owner of the project land admeasuring 2722 sq. ft. at Mauza Danapur, District Patna. But the respondent has not completed the building as yet, in spite of repeated requests. The respondent is not making delivery of the share of flats to the complainant nor appearing regularly before the Court to settle the dispute. The main prayer of the complainant is to direct the respondent to complete the project and handover the share of the complainant immediately on completion of the project. The brother of the complainant was also a party to the above development agreement. The promoter respondent also executed development agreement for adjacent piece of lands with other land owner together. The respondent promoter executed three different development agreements for constructing a residential/ commercial complex over the land admeasuring approximately 8 katha 8 dhur, with an intention to develop and construct a multi-storied complex and was decided to be named as "Jascon Nayak Residency and as per the development agreement the complainant was allocated a total of 50% proportionate share in the project.

3. The complainant states that the promoter respondent agreed to complete the project within a period of three years. Moreover, he assured the complainant in Clause-21 of the development agreement that in case the developer fails to construct the apartment within specified period, then in that case the owner complainant shall be entitled to realize Rs. 25000/- per month as compensation to be enhanced further by Rs. 2000/- after six months. He has not even registered the project with the Real Estate Regulatory Authority, Bihar, Patna.

4. The complainant states that the promoter respondent has erected a 6 storied building over the total land admeasuring 8 katha and 8 dhur under different development agreement. The respondent has executed agreement to sell for some flats in its share and has left the project to remain incomplete. The complainant has managed to take photographs of the project in question from which it is apparent that the project is incomplete. None of the amenities as contemplated in the development agreement has been constructed/ provided by the promoter respondent. The complainant states: -

- (i) To direct the promoter/ respondent to register the project "Jascon Nayak Residency as an ongoing project,
- (ii) To direct the promoter- respondent to complete the project as contemplated in the development agreement at the earliest,
- (iii) To direct the promoter respondent to handover the share of the complainant immediately on completion of the project as contemplated in the Development Agreement.
- (iv) To direct the promoter- respondent to forthwith pay the compensation as contemplated in Clause-21 of the Development Agreement.

5. The Bench takes the notes of submission of both the parties and peruses the record. The Authority observes that the complainant is a landowner and has provided project land to the respondent promoter for construction of a building and development agreement no. 24974 dated 12.10.2011 was executed between the parties, duly registered at the district registry office, Patna, but the respondent has not completed the building as yet, in spite of repeated requests. The respondent has neither completed the building nor making delivery of the share of flats to the complainant nor appearing regularly before the Court to settle the dispute. The main prayer of the complainant is to direct the respondent to complete the project and handover the share of the complainant immediately on completion of the project. The respondent promoter executed three different development agreements for constructing a residential/ commercial complex over the total land admeasuring approximately 8 katha 8 dhur, with an intention to develop and construct a 6 storied multi-storied complex and was decided to be named as "Jascon Nayak Residency and as per the development agreement the complainant was allocated a total of 50% proportionate share in the project. The promoter respondent agreed to complete the project within a period of three years. He has not even registered the project with the Real Estate Regulatory Authority, Bihar, Patna. None of the amenities as contemplated in the development agreement has been constructed/ provided by the promoter respondent.

6. The Bench observes that as per Bihar Real Estate Regulatory Authority (General) Regulations, 2021, Section 6 (3) which read as follows: - 'In case where there is a development agreement or such like arrangement between the Promoter and the landowner/s, unless otherwise mentioned in the agreement, the landowner would be treated as an allottee under the Act as he is getting apartments in lieu of land. In all such cases the promoters of the project would be responsible for fulfilling all obligations under the RERA Act and Rules made there under'.

7. In the light of the above observations and also taking into consideration the submission made on behalf of the parties and going through the materials available on record including the development agreement dated 12.10.2011 as well as the discussion made above, the Bench hereby directs the respondent company to handover the possession of allotted flats to the complainant that fall under his share, by completing the project in all respect in accordance to the development agreement dated 12.10.2011 and as adhered to the sanction map, complete the necessary legal formalities for the said flats, in his favor, within sixty days of issue of this Order.

8. The respondent Promoter has been directed to apply for registration of project to RERA immediately.

9. The office is also directed to initiate Suo Motto action against the builder company, as the project is not registered with RERA and it is an ongoing project.

10. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA Act, 2016.

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

**Sd/-**  
**(Nupur Banerjee)**  
**Member**