

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,
Special Presiding Officer

RERA/CC/79/2023

Gayatri Devi and another Complainants

Vs.

M/s R.D. Eco Developers Pvt. Ltd. Respondent

PROJECT: CHETNA RESIDENCY

For the Complainants: Mr. Sumit Kumar, Advocate

Mr. Akash Deep, Advocate

For the Respondent: Mr. Mukesh Kumar, Advocate

20.06.2025

ORDER

Learned counsels Mr. Sumit Kumar assisted by learned counsel Mr. Akash Deep on behalf of the complainants and learned counsel Mr. Mukesh Kumar on behalf of the respondent are present.

2. Learned counsel for the complainants submits that the complainants had entered into a Development Agreement with the respondent on 13.04.2013, wherein in paragraphs 14, 15 & 16 at page -8 of the Agreement, it was agreed between the parties that total built up area would be divided in the ratio of 45 - 55% and, thus, the complainants would get possession of 45% share of the total super built up area made over their land situated at Mauza – Manpura, P.S. Danapur, District – Patna, and the respondent would get 55% of the total super built-up area and, accordingly, by filing this complaint the complainants request for a direction to the respondent - promoter to hand over peaceful possession of their 45% share in the total flats constructed over their land, which comes to 1792.8 sq. ft. in the share of the complainant Gayatri Devi and 1457.63 sq. ft. in the share of the complainant Sri Bimal Kumar as per the report/letter dated 10.04.2025 of the Agency Archism Design Studio which is kept on record.

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3. Learned counsel for the respondent submits that there is no dispute that the complainants have 45% share in accordance with paragraphs -13, 14, 15 & 16 of the Development Agreement dated 13.04.2013 and the respondent has 55% share of the total constructed flats. He also submits that the respondent is ready to allot 45% share of the complainants in terms of the Agreement but it would be appropriate to get the total built area measured and calculated by a Technical expert so that no further issue between the parties is left. He further submits that the respondent disputes and denies the fact that the complainant Gayatri Devi has share of 1792.8 sq. ft. of super built up area and the complainant Bimal Kumar has 1457.63 sq. ft. of super built up.

4. Heard learned counsels for both the parties and perused the record including Development Agreement dated 13.04.2013 and the report/letter dated 10.04.2025 issued by the proprietor Mr. Anand Kumar of Archism Design Studio. The Bench observes that it is crystal clear from the Development Agreement that the share in total flats is to be divided in the ration of 45 – 55% and as per Agreement the complainant is entitled to get 45% share out of the total super built area. The Bench further observes that the respondent is willing to allot 45% share out of the total constructed flats to the complainants and now the super-built up area has been technically got measured and calculated by the Archism Design Studio which has submitted its report vide letter dated 10.04.2025 showing 1792.8 sq. ft. of super built up area in the share of the complainant Gayatri Devi and 1457.63 sq. ft. in the share of the complainant Sri Bimal Kumar. The respondent has not controverted the report with some other cogent report.

5. Hence, taking into consideration the aforesaid facts and the observations made above, the Bench directs the respondent – company and its Director Mr. Pramod Kumar and

others to handover physical possession of the flat having area of

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1792.08 sq. ft. as share of the Complainant Gayatri Devi and area of 1457.63 sq. ft. as share of the Complainant Bimal Kumar as per Development Agreement dated 13.04.2013 after completing all legal formalities within two months from the date of this order.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.