

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

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

**RERA/CC/148/2023**

Jitendra Kumar & Dharmendra Kumar .... Complainants

Vs.

M/S Dev Hanumante Engicon Pvt. Ltd. .... Respondent

**PROJECT:** R.R. SK DIVINE GREEN APARTMENT (DIVINE GREEN)

For the Complainants: Mr. Dheeraj Kumar Roy, Advocate

For the Respondent: Mr. Sharad Shekhar, Advocate

**06.06.2025**

**ORDER**

Learned counsel Mr. Dheeraj Kumar Roy on behalf of the complainants and learned counsel Mr. Sharad Shekhar on behalf of the respondent are present.

2 (i). Learned counsel for the complainants submits that the complainants are landowners of the above project. They had entered into a Development Agreement dated 16.02.2015 with the respondent – promoter for construction of an Apartment namely “R.R. SK Divine Green Apartment” over their land situated at Pahadpur, South to Khagaul Road, Gardanibagh, Patna, Later on nomenclature of the project was registered in the name of “Divine Green” and the same is also reflected from the report of the RERA Technical Team, which is kept on record. He further submits that share of flats was defined in Schedule III of the said Agreement, wherein, it is stated that out of total construct share of flats 55% would go in the share of the complainants/landowners and 45% to the builder. The possession of shares of flats to the complainants was to be delivered within 3.5 years since the date of registration of Development Agreement. He further submits that on 23.06.2022 an Agreement was also executed between the complainants and the respondent as well as one Brahmdeo Roy. It was specifically declared therein that which number of flat/s floor-wise would go to the

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share of the complainants. He further submits that previously through Development Agreement dated 16.02.2015 Flat no.307 on 3<sup>rd</sup> floor came in the share of the complainants but the developer in breach of the said Agreement dated 16.02.2015 allotted the said Flat no.307 on 3<sup>rd</sup> floor to some other landowner, namely, Brahmdeo Roy. Later on, through the Agreement dated 23.06.2022 the respondent developer agreed to give Flat no.407 on 4<sup>th</sup> floor in Block – two of the same area to the complainants in place of Flat no.307 on 3<sup>rd</sup> floor. That proposal was accepted by the complainants but till date the developer has not got executed the absolute sale deed in favour of the complainants from the said landowner Brahmdeo Roy with respect to Flat no.407 on 4<sup>th</sup> floor in Block-two of the project.

2(ii). He further submits that during the proceeding dated 12.03.2025 the complainants expressed apprehension of selling of Flat no.407 In Block – II by the respondent to some other prospective buyer and the Bench vide its proceeding dated 12.03.2025 stayed execution of Sale Deed by the promoter with respect to said Flat no.407 in Block –II of the above apartment in favour of some prospective buyer. He further submits that the respondent has not fully completed the building and some works and amenities are still to be completed and provided by the respondent. Lastly, he submits that the complainants want execution of Absolute Sale Deed in their favour by the respondent, against Flat no.407 in Block – II on 4<sup>th</sup> floor of the same area in lieu of Flat no.307 of 3<sup>rd</sup> floor of the building and also to provide them completion certificate and occupancy certificate and to complete remaining works of the building as per terms and conditions in the Development Agreement.

3. Learned counsel for the respondent submits that the respondent – developer is ready to execute Absolute Sale Deed in favour of the complainant against Flat no.407 on 4<sup>th</sup> floor in Block - II of the Apartment. He further submits that the construction

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work of the project has already been completed with all amenities as per Agreement and the respondent has applied for occupancy certificate with all requisite documents to the Municipal Commissioner, Patna. However, the respondent is ready to complete the remaining works of the building as claimed by the complainants in their complaint.

4. It is relevant to note that the Authority vide proceeding dated 04.04.2024 with consent of learned counsel for respondent – promoter directed the respondent to complete the remaining works which were left to be done, upon which the respondent was agreed. The respondent – promoter was also agreed to execute Sale Deed in favour of the complainants against Flat no.407 and to bear the cost of its registration. The then Hon'ble Member further directed in the proceeding that the promoter will comply all the directions till next date but instead of compliance of the aforesaid directions, the respondent – promoter appears to have started conspiring to execute Sale Deed against Flat no.407 in favour of some other prospective buyer which finds support with the fact that till date the respondent has not executed registered sale deed in favour of the complainants in spite of above directions of the then Hon'ble Member.

5. Having heard learned counsel for the parties and perused the record including the proceedings on the record, Development Agreement dated 16.12.2015 and subsequent Agreement dated 23.06.2022 making declaration of share in total number of flats with their respective number floor-wise, the Bench observes that there is no dispute regarding execution of the above Development Agreement and subsequent Agreement declaring share of flats floor-wise and number wise between the parties in the ratio of 55 & 45%. Also there is no dispute as per subsequent Agreement dated 23.06.2022 that Flat no.307 on 3<sup>rd</sup> floor of the building came in the share of the complainants but the respondent

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in breach of the said Agreement allotted that flat to other landowner Brahmddeo Roy without consent of the complainants. However, the respondent in course of the proceeding dated 04.04.2024 before the Bench of Hon'ble the then Member Mrs. Nupur Banerjee agreed to execute Absolute Sale Deed in favour of the complainants against Flat no. 407 in Block – II of the above project in lieu of Flat no.307 and also agreed to bear the cost of its registration, which was accepted by the complainants but till date the respondent has not executed the Absolute Sale Deed. The respondent was also agreed in the above proceeding to complete the works which are left to be done, but the same, as claimed by the complainants, have also not been completed.

6. Taking into consideration of the aforesaid facts, the Bench directs the respondent – company and its Director Mr. Amit to execute the Absolute Sale Deed in favour of the complainant against Flat no. 407 in Block – II of the above project in lieu of Flat no.307 on 3<sup>rd</sup> floor of the building after completing its all legal formalities within two months from the date of this order and as per commitment made in the proceeding dated 04.04.2024 the respondent would also bear the registration cost. The respondent – Director is further directed to complete the remaining works of the building and provide all amenities as per Development Agreement and the commitment made in the proceeding dated 04.04.2024 within two months of this order.

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

Sd/-

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.