

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**  
 RERA/CC/ 366/2023  
 RERA/AO/80/2022

Sri Krishna Kumar & Smt. Suman Kumari .....Complainant

Vs

M/s Chanakya Reality Pvt. Ltd. -----Respondent

Project: Chanakya City

12/02/2026

**ORDER**

Heard Shri Kishore Kunal, learned counsel for the complainants. Even after giving several opportunities, the respondent has not chosen to appear in this case. Hence, the matter has been heard ex-parte and the order is being passed on the basis of the materials available on record.

2. The complainants have filed a petition for interim relief whereas this case is pending for ex-parte hearing. So there is no need to consider on interim relief as this case is being disposed of finally.

3. This case is filed for the reliefs to direct the respondents no. 1 and 2 to complete and hand over the possession of his flat as mentioned in the Agreement with all accessories i.e. chaukhat of the Gate must be made of Shakhua wood, the Gate should be made of hard ply board (waterproof ISI mark) along with two coated synthetic enamel paint (1<sup>st</sup> Class), the Glazed window must be framed in aluminum grill with paint and all the surface of Flat must have marble/ verified tiles (1<sup>st</sup> Class). It is also to direct the Respondent No. 1 and 2 to provide a transformer, electricity connection (with meter), Intercom and Boring Motor and to direct the Respondents no. 1 and 2 to enclose the Lift which must be ISI marked (1<sup>st</sup> Class) and electronic equipment along with concealed P.V.C. Conduit Wring (ISI) mark, A.C. point in all bedrooms, cable point in drawing and master room.

4. The fact of the case in brief is that the Respondent no. 1 is a land owner and Respondent no. 2 is the promoter of the Project Chanakya City. The promoter of the Chanakya Reality, is a registered firm through its authorized partner Sri Mantu kumar who is the developer of the aforesaid

project namely Chanakya City. On 13.03.2012 the promoter has entered into a Development Agreement with Smt. Jasomati Devi w/o Sri Lal Babu Sah and Sri Manoj Kumar and Akhilesh Kumar both are sons of Sri Lal Babu Sah. Thereafter, the said land is earmarked for the purpose of the building of residential projects comprising (B+G+7) multistoried apartment buildings and the said project shall be known as Chanakya City in Form of 3 blocks i.e. A, B & C. and that was approved by Nagar Parishad Danapur by order dated 11.12.2015. As per the aforesaid development agreement shares of the area was distributed through a memorandum of agreement dated 02.05.2016 accordingly to the land owner as well as the Respondent no. 1 is fully competent to sell their respect shares and on 02.02.2022 the complainant and Respondent no. 1 entered into an agreement for the sale of Flat No. 305 on the 3<sup>rd</sup> floor in Chanakya City Apartment, Block B having a carpet area admeasuring 761 square feet exclusive balcony admeasuring 98 square feet along with its pro rata share in the common area and a car space price is Rs. 61,73,000/- including GST. As per the agreement dated 02.02.2022 complainant as an allottee had paid an initial amount of Rs. 9,91,000/- to the respondents. Moreover, the respondent ensured to hand over possession of the flat within three months but even after a lapse of more than 14 months, the status of the building apartment is as earlier and still has not been given possession. As per development agreement, the promoter is duty bound to provide a stairway, pathway, pump house, Generator house, Parking area, Lift, Prahri area (Guardroom), common Toilet and other common area to the land owner. He is also duty bound to provide a transformer, electricity connection (with meter), Intercom and Boring. The land owner has the right to use Stairway, Pathway, Lift, Water Tank, Generator house, Openarea, Parking area and other common areas. He is also responsible to enclose the other accessories i.e. the chaukhat of the gate must be made of shakhua wood, the gate should be made of hard ply board (waterproof ISI mark) along with two coated synthetic enamel paint (1<sup>st</sup> Class), the Glazed window must be framed in aluminum grill with paint and all the surface of Flat must have marble/ vitrified tiles (1<sup>st</sup> Class). The lift must be ISI marked (1<sup>st</sup> class) and electronic equipment along with concealed P.V.C. Conduit Wring (ISI mark), A.C. point in all bedrooms, cable point in drawing and master room, land owner has

specified special facilities such as an intercom point in the drawing room, a submersible pump with a roof water tank, soundless generator and boring with common light, electricity 300VA to every flat, telephone point in every drawing room, electricity concealed wiring with copper wire and intercom facility to every flat. The promoter has not fully completed the apartment as per the promises made in Development Agreement. The complainants have repeatedly requested the respondents to complete the project and execute the registered sale deed but the respondents are not full filling the requests of the complainants. The grievances of the complainants are fair and just reasonable.

5. The Respondents have neither appeared in this case nor filed any reply against this complaint. In such situation, it may be treated that the respondents have nothing to say in this case. So this case is to be decided on the basis of the material available on record.

6. As per agreement, the respondents have not complied the terms and conditions of the development agreement, which was to be complied within prescribed period. Hence, the respondent is directed to hand over the share of the complainants in terms and conditions of the agreement. This order is to be complied within sixty days of this order, failing which the complainants may proceed further as per law.

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

Sd/-

**(Vinod Kumar Tiwari)**  
Adjudicating Officer  
RERA, Bihar