REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Inquiry Commissioner, Shri Sanjaya Kumar Singh, RERA, Bihar.

RERA/CC/460/2025

Umarawati Sinha .... Complainant

Versus

M/s Sri Anuanand Construction Pvt. Ltd. .... Respondent

Project: **SAI ENCLAVE**

Present: For Complainant: Mr. Sushil Kumar Singh, Advocate
For Respondent: Mr. Mukul Kumar Singh, Advocate

22.09.2026 **PROCEEDING**

1. Hearing taken up. Learned counsel Mr. Sushil Kumar Singh appears on behalf of the complainant. Learned counsel Mr. Mukul Kumar Singh appears on behalf of the respondent.

2. Learned counsel for the complainant files a hard copy of the complaint petition for proper appreciation by this Bench and also supplies a copy of the same to the leaned counsel for the respondent in the court today. Learned counsel for the complainant reiterates his earlier statement made during the hearing held on 30.07.2026 mentioning therein that initially for the project land belonging to him, as per the development agreement which has already been annexed along with the complaint petition, it is clear that the respondent (promoter) had agreed to hand over 3-BHK flat having super built up area of 1550 sq. ft. along with one open car parking space in favour of the complainant. He further submits that despite the earlier development agreement in existence, another share distribution agreement was made between the respondent and the complainant though it was an unregistered document wherein it was mentioned that in lieu of 3-BHK flat, a 2-BHK Flat bearing No.L-102 along with a parking space and a shop having super built up area of 200 sq. ft. in the basement of Block-G would be handed over to the complainant. He, however, submits that he is quite aware of the fact that the development agreement which is a registered agreement has the legal sanctity. However, he wishes to bring to the knowledge of the court that the impugned flat no.L-102, as referred to in the subsequent share distribution agreement, has already been sold to a third party and, therefore, in the present

circumstances, the land owner is left with no option but to go by the development agreement which was executed between both the parties.

3. Learned counsel for the respondent submits that he is in the knowledge of the facts incorporated in the development agreement. However, he is totally unaware of the share distribution agreement. He also submits that he agrees to abide by the terms and conditions of the development agreement and requests for some more time to be given to him so that he could declare before the Bench as to which flat (along with the details therein) is he going to hand over to the land owner as per the development agreement along with the open car parking space as referred to therein.

4. The Bench after hearing the submissions of both the parties allows the time as requested to the respondent with a direction that on the next date of hearing which will be held not earlier than one month from today, the respondent is directed not only to declare the nomenclature of the flat to be handed over but also directed to declare the exact date as to when is he going to hand over the possession of the same to the land owner.

Put up for hearing on 22.10.2026. Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner
RERA, Bihar