

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/344/2023

Girish Kumar Choudhary Complainant

Vs.

M/s SaiVikash Developers Pvt. Ltd.Respondent

For the complainant: Mr. Satyadeep Kumar Singh, Advocate

Mr. Rakesh Kumar Singh, Advocate

For the Respondents 1 & 2 t: Mr.Sanjay Kumar, Advocate,

Respondents 3 to 6 : Mr.Shiwjag Choudhary,Advocate

Project:- SAI SIGNATURE SQUARE

PROCEEDING

03.09.2024 Hearing taken up. Mr. Satyadeep Kumar Singh, Advocate, assisted by Mr. Rakesh Kumar Singh, Advocate, appears for the complainant. Mr. Sanjay Kumar, Advocate, appears for the respondent nos. 1 & 2, Promoters, and Mr. Shiwjag Choudhary, Advocate, appears for the respondent nos. 3 to 6.

Today, learned counsel for the respondent nos. 3 to 6 files hard copy of the reply to the rejoinder filed by the complainant to the counter reply and a copy of which is stated to have already been sent to the complainant's counsel as well as the Counsel appearing for the respondent nos. 1 & 2, to which they agree.

Learned counsel for the respondent nos. 3 to 6 submits that the respondent no.3 was authorized by the landowners including the complainant to represent before the Developers and, accordingly, the respondent no.3 represented their case. If the said assertion is contradicted then what was the other mode and how they entered into Share Agreement with the Developers on 10.10.2018, on the basis of which all the landowners including the complainant came in possession of their respective share, to which the complainant's submits that

the said Agreement is not conclusive in nature. If the complainant had any objection then why he took possession of flats and he gifted and sold some of the flats of his share.

Learned counsel for the respondent nos.1 & 2 submits that the respondent – promoters had delivered possession of total flats along with car parking to the landowners as per their share in the Development Agreement and they were to mutually settle their share among themselves and the promoters had nothing to do with it. He also submits that in the Agreement in paragraph -5 at page -5 it is specifically mentioned that no claim of either party survives with the developers. He also submits that the respondent nos. 1 & 2 after completion of the project had sold all flats of their share and no any flat is left with them.

Learned counsel for the complainant submits that he wants to file supplementary rejoinder to the reply dated 03.09.2024 filed by the respondent nos. 3 to 6. He requests that this case may be listed after Dussehra Holidays to which learned counsels of all the parties agree. He is accordingly directed to file rejoinder within a month with a copy to learned counsels appearing for respondent nos. 1 & 2 and respondent nos.3 to 6, who would file replies , if any, within two weeks thereafter.

Put up for hearing on 25.10.2024.

Sd/-
S.D. Jha,
Member