

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of**

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

**RERA/CC/527/2022**

**Mr. Manju Kumari ..... Complainant**

**Vs.**

**M/s GeetanjaliVatika Pvt. Ltd. .... Respondent**

**For the complainant: Mr. Punit Kumar, Advocate**

**For the Respondent: Mr. Mohit Raj, Advocate**

**Project:- GEETANJALI VATIKA GREEN CITY**

**PROCEEDING**

**25.06.2024** Hearing taken up. Mr. Punit Kumar, Advocate, appears for the complainant. Mr. Mohit Raj, Advocate, appears for the respondent.

Today, learned counsel for the respondent has filed written argument as well as hard copy of the 3<sup>rd</sup> supplementary counter Affidavit, which was sent to the office of the Authority by mail on 30.04.2024.

Learned counsel for the respondent submits that the Development Agreement was executed between the complainant and the respondent – promoter on 31.08.2015 but the Share Division Agreement between the parties was not executed on 18.03.2021 and the said document is forged and fabricated. He also submits that the land of the complainant, over which the building the duplexes has been developed, bears Khata no.18 and Khesra no. 31, which find mention in rent receipt at Annexure -2 to the 2<sup>nd</sup> supplementary affidavit dated 15.02.2024. As per Agreement the total share of landowner was agreed to 48% and 52% of the promoter. The complainant wants to get two flats constructed over Khata no.8 and Khesra no.46, which is not possible as over her land bearing Khata no.18 & Khesra no.31 duplexes have been constructed and the respondent – promoter is willing to handover two duplexes according to the share of the complainant.

Learned counsel for the complainant submits that the Development Agreement between the complainant and the respondent was executed on 31.08.2015 for construction of multistoried building and not for duplex and Share Distribution Agreement was also executed by the previous Director of the respondent - company on 18.03.2021 delineating her entitlements of flats Block-wise and, thus, the submission of the respondent that the Share Distribution Agreement dated 18.03.2021 is forged is totally incorrect. He also submits that as per clause 5 of the Agreement, the complainant was accorded the right to select 48% of her share at her discretion. As per clause 2(k) of the Agreement, in case of delay beyond the agreed period, the respondent agreed to pay penalty to the complainant @ Rs.10,000/- per month but the respondent – promoter has not honoured his commitment. He also submits that the respondent has not followed Sections 11, 13 & 14 of the RERA Act, 2016 which say that developers cannot register their project if they have not agreed on share distribution with the landowners. The respondent - promoter has also breached the Development Agreement because as per the Agreement he was to develop multistoried building over the land of the complainant but without her consent he shifted on his own from multistoried building to duplex. However, the complainant is willing to accept two duplexes no.9 & 10 with alternative two more flats.

With mutual consent of the parties, the order is reserved.

Office is directed to send a copy of this order to the Monitoring Wing of RERA to submit a report within one week in connection with the report dated 19.01.2024 of the Registration Wing giving, inter-alia, the details of total number of apartments (category wise) as per the QPR of the said project.

**Sd/-**  
**S.D. Jha,**  
**Member**