

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**

**Case No: RERA/CC/572/2022**

**Ranji Sinha**

**...Complainant**

**Vs.**

**M/s Agrani Infra Developers Pvt. Ltd.**

**...Respondent**

**Project: Agrani woods**

**06/08/2024**

**ORDER**

Heard Mr. Mahendra Kumar, learned counsel for the complainant. None appears on behalf of the respondent but he has sent an application for adjournment of the case.

This complaint petition has been filed seeking relief to direct the respondent to give actual physical possession and issue possession letter with specific khata and plot number of land transferred to him and execute registered rectification deed at its own cost.

In short, the case of the complainant is that the complainant had purchased Company Plot No.D-3(part) admeasuring 27225 sq.ft, (dimension 181.5/150 ft.) through registered sale deed dated 14.03.2012, vide sale deed no.6695 from the respondent company. In serial no.8118 of the said sale deed dated 14.03.2012 the land purchased by the complainant has been described as part of khata and plot, mentioning more than 30 khata and 50 plot no. without specifying/clarifying the particular khata and plot transferred to the complainant by the respondent vide said sale deed dated 14.03.2012. It is stated that the complainant tried so many times to contact the promoter but could not contact him. His office is also remain closed.

The complainant has placed on record the copy of the Deed of absolute Sale dated 14.03.2012.

As per the last date of hearing, the respondent has not filed any reply.

In the Conciliation Forum, learned counsel for the complainant submitted that the respondent, on one or the other ground, is not handing over possession of the land allotted to the complainant, in spite of execution of registered sale deed by the respondent Director, Shri Shiv Kumar in favour of the complainant, whereon learned counsel for the respondent submitted that the land allotted to

the complainant by the respondent would not come under the possession of the respondent and that is why the delivery of possession of allotted land cannot be possible. In such circumstances, the delivery of land cannot be given to the complainant but the respondent is ready to refund the principal amount to the complainant along with accrued interest.

Learned counsel for the complainant submitted that the complainant had purchased a plot bearing Plot No.D-3 in the said project and after paying the full amount, the absolute sale deed has also been executed for the plot but till now he has not got physical possession of the plot. Today he is giving some supporting documents showing the evidence of his payment i.e. ledger statement of account and the Bank statement showing NEFT transaction from Dubai.

Learned counsel for the respondent submitted that as because he did not get any transaction detail of full amount paid by the complainant, he could not file reply on which learned counsel for the complainant submitted that in the absolute sale deed it is clearly mentioned that the full payment has already been made and accordingly, registration has been done for the plot in question. Learned counsel for the respondent submitted that he has not got the full payment for the plot. In 2019 the complainant has sent a mail to the respondent for reconciliation of the account.

At Page-9 of the absolute Sale Deed dated 14.09.20212 it is stated as follows:

“ The vendor accepted the consideration amount in good faith and sense and after considering all the pros and cons of the property with respect to an area of 27225 sq.ft. only from the above mentioned khatas and plots as mentioned in column no.5, without any pressure and coercion etc.

The entire consideration amount, a sum of Rs.9.00 lakh (Rs.Nine Lacs Only), has already been paid to the Vendor by the Vendee before execution of this deed and the Vendor also acknowledges the same.

The Vendor hereby conveys and transfers by way of absolute sale all his right, title and interest and possession as abovementioned to the vendee to HOLD and to ENJOY the same as absolute owner thereof free from all encumbrances and charges and the possession of the said property mentioned in column no.5, of this deed has been delivered to the Vendee and the Vendee is

free to get his name mutated over the said property and use the same in the way the vendee desires.”

In the light of the submissions advanced by learned counsel for the parties and the documents available on record, the Bench directs the respondent to give actual physical possession and issue possession letter with specific khata and plot number of the land transferred to the complainant and execute registered rectification deed at its own cost within sixty days of issue of the order.

With these directions and observations, the matter is disposed of.

**Sd/-**  
**Nupur Banerjee**  
**(Member)**