

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mr. Naveen Verma, Chairman**

**Case No: RERA/CC/1150/2020**

**Kalyanjee Srivastva**

**...Complainant**

**Vs.**

**M/s Agrani Homes Pvt. Ltd.**

**...Respondent**

**Project: Agrani Milky**

**23.08.2022**

**25.08.2022**

**ORDER**

This matter was last heard on 29.06.2022

In this matter filed under section 31 of the Real Estate (Regulation and Development) Act, 2016, the allottee states that he had booked a flat bearing no: 108 in the project Agrani Milky for a total consideration of Rs.21,36,176/- on 10.07.2012. An Agreement for Sale was executed wherein it was mentioned that the said flat would be completed up to January 2014. However, the promoter did not hand over possession of the flat. Hence, the complaint has been filed for possession of the flat.

The allottee has placed on record copy of agreement for sale dated 10.07.2012.

The respondent has filed their reply stating therein that they are ready to give physical possession to the complainant of Block B and Block C within 30 days and Block A of the aforesaid project is almost 90% completed. Further, the promoter will hand over the physical possession on the condition that the allottees pay their remaining due amount. The respondent further stated in his reply that the landowner of the project is creating some dispute regarding their share and that the is reason the promoter is unable to handover possession to Allottees in Block A, B and C.

On the last date of hearing, the complainant refuted the contention of the respondent made in paragraph 3 that 75% of the work has been completed and submitted that he will pay the remaining consideration in instalments. The respondent submitted that he would complete the work within 180 days.

The respondent submitted that if the bank account is unfrozen, they can continue with the work. As the complainant submitted that he has no objection of the account is made operative provided the work is started, the Authority had directed that a letter may be sent to the concerned bank to defreeze the Bank account.

The Bench directs that a letter to the concerned bank to defreeze the bank account provided by the respondent in the reply filed by him may be issued immediately.

The Bench observes that that it is the responsibility of the respondent of the respondent/ promoter to resolve all dispute with the landowner and to handover the possession in time bound manner and to provide all the amenities and facilities as per the agreement for sale and brochure. In so far as issues related to shares of the landowner the promoter may file a fresh complaint under Section 31 of the RERA Act and implead them.

The Bench directs the respondent to complete the work and hand over the flat as per the agreement for sale by 30.12.2022, failing which a penalty of Rs.2,000 would be imposed each day of delay .

With this direction and observation, the matter is disposed of.

**Sd/-  
Naveen Verma  
(Chairman)**