

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**

**Before the Double Bench of Mr. Naveen Verma, Chairman and  
Mr. S.D. Jha, Member**

**Case No: RERA/CC/1230/2020**

**Jitendra Kumar Singh**

**...Complainant**

**Vs.**

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

**...Respondent**

**Project: Agrani Milky**

**18.10.2022**

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**9.11.2022**

**ORDER**

This matter was last heard on 11.10.2022 and was fixed for orders on 18.10.2022. However, orders could not be pronounced on that date.

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:302 in the project Agrani Milky for a total consideration of Rs.22,88,2000/- on 12.02.2013. 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 14.05.2012

The respondent has filed his reply stating therein that he is ready to handover the 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 would pay the remaining consideration. The respondent further stated that the landowner of the project is creating some dispute regarding his share and that is why the promoter is unable to handover possession to Allottees in Block A, B and C.

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 if the account is made operative and the work is started, the Authority has directed that a letter may be sent to the concerned bank to defreeze the Bank account.

On the last date of hearing, the Authority noted that the complainant has sent a mail stating therein that despite specific direction passed vide interim order dated 23.08.2022, the promoter has not filed the status of the project. Secretary, RERA is requested to issue show cause notice to the promoter as to why penalty for not fulfilling their obligations should not be levied.

The Bench observes that despite a notice issued to the respondent, he failed to appear on the last date.

The respondent is directed to complete the remaining work in the apartment within 30 days from the date of order, after which the complainant would pay the remaining consideration. The respondent is also directed to execute the Sale Deed and thereafter hand over the possession within thirty days. As the respondent has failed to handover the possession of the flat as per the agreement for sale, the respondent is liable to pay interest to the complainant for delay at the rate of the MCLR of the SBI for 2 years plus 2%.

With these directions, the matter stands disposed of.

**Sd/-**  
**S.D. Jha**  
**(Member)**

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