

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

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

Case No. RERA /CC/416/2023, RERA /CC/417/2023,

RERA /CC/418/2023, RERA /CC/419/2023 &

RERA /CC/420/2023,

Najuk Kumari @ Najuk Sharma, Satrugan Prasad Singh, Seema Rai,

Dipty Suman & Alka Kumari

.....Complainant

Vs

M/s Agrani Infra Developers Pvt. Ltd.

.....Respondent

Project: Agrani Woods.

For the Complainant:

Mr. Punit Kumar (Adv.)

For the Respondent :

Mr. Rabindra Kumar (Adv.)

ORDER

05.07.2024 This case has come on transfer from the Conciliation Forum, RERA.

2. Hearing taken up. Mr. Punit Kumar, Advocate appears for the complainants. Mr. Rabindra Kumar, Advocate, appears for the respondent. Since in all the aforesaid five cases, there are common grievances of the complainants, they have been heard together and are being disposed of by this common order.

3. The learned counsel for the complainants submits that the present cases have been filed for giving possession of Plot No. 51, Block-B in Agrani Woods measuring an area of 2722 sq. ft. (2 katha), dimension of which is 20' width x 136.1' Length (regarding RERA/CC/416/2023), Plot no. 50 in Block-D, measuring an area of 4083 sq. ft. (3 katha) (regarding RERA/CC/417/2023), Part plot no. 50 & 51 in Block D measuring an area of 5444 sq. ft. (4 katha) (regarding RERA/CC/418/2023), part Plot no. 50 in Block D measuring an area of 2722 sq. ft (2 katha) (regarding RERA/CC/419/2023) and part plot no. 50 in Block D measuring an area of 4083 sq. ft. (3 katha) (regarding RERA/CC/420/2023), respectively, which are part and parcel of amalgamated plot of khata no. 8,10, and 11, situated in Mauza Akhtiyarpur, Thana no. 20 against which conveyance deed dated 20.02.2014 was executed. It is also submitted that out of consideration amount of Rs. 3.80,000/- the complainants, as per the schedule and availability, have paid an advance money of Rs. 7,00,000/- through cheque/ cash in the name of the development against which money receipts have been issued by the respondent but the respondents have not offered for the possession and not developed the said plot till now as assured by them. Thereafter, the complainants sent several messages, email and letter dated 17.07.2023 for giving possession of the same, but the respondent has

never paid any heed over it and some letters, email and messages they have refused to accept. The complainants want possession with all amenities.

4. The learned counsel for the respondent submits that entire payment of Rs. 7 lakh has been made before the execution of conveyance of sale deed. These all deeds are in relation to development agreement etc. He submits that he is willing to handover plot as mentioned above within six months. He further submits that for execution of rectification deed, the complainants will have to bear the expenses incurred thereto.

5. The learned counsel for the complainants submits that they are willing to take possession of 14 katha at one place which consists of 5 members of the family in the cases mentioned in RERA/CC/416/2023, RERA/CC/417/2023, RERA/CC/418/2023, RERA/CC/419/2023 and RERA/CC/420/2023. He further submits that since they have paid advance payments and there is no fault on their part, they are not ready to bear the cost incurred in execution of deed. He has further mentioned that in case no. RERA/420/2023 the complainant has asked for possession of flat in para 5(ii) at page 10, of the submission of the complainant, which is not correct and it is typographical error which may be rectified, which prayer is accepted by the respondent and accordingly, the flat may be read as Plot.

6. After deliberations, the complainants counsel submitted that they are willing to accept the offer of the respondent for handing over the possession of 14 katha at one place with all amenities as per the agreement before 31st December, 2024 provided the expenses incurred for rectification are shared equally by the complainants and the respondents to which both the counsels agree.

7. In view of the above, the respondents are directed to handover physical possession of 14 katha of land at one place before 31st December, 2024 with all amenities as per the agreement for sale after completing of the legal formalities.

8. With the aforesaid directions, these cases are disposed of.

Sd/-
S.D. Jha,
Member