

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman
Case Nos. RERA/CC/818/2019

Shri Keshri Nandan &Ors.....Complainant

v.

M/s Agrani Homes Real Services Pvt. Ltd.....Respondent

Project: -AGRANI RUDRA

Present: For Complainants: None
Mr. Sumit Kumar
(On behalf of Sunder Devi)
For Respondent: Mr. Alok Kumar, MD

ORDER

17-1-2022 The matter was last heard on 10-01-2022.

The case has been filed by the complainants for cancellation of the development agreement executed between them and the respondent company. The complainants submit that an agreement was executed by both the parties for the development of land of the complainants by M/s Agrani Homes Real Services Pvt. Ltd, on March 19, 2016, according to which development was to be completed within 42 months with 6 months grace period but till today the respondent company has failed to develop any portion of the land. The complainants have further stated that on 16-10-2019 the Authority had passed an interim order whereby the Authority had prohibited the respondent company from undertaking any real estate project in the State of Bihar with immediate effect and therefore the case has been filed praying for cancellation of the development agreement.

The complainants have placed on record interim order dated 16-10-2019 passed by the Full Bench, development agreement dated 19.03.2016, and proof of registration of the development agreement.

No reply has been filed by the respondent company. However, the MD of the respondent company who has been present during the hearings admitted the receipt of Rs12 lakhs as 'non' amount from the complainants.

On the last date of hearing, learned counsel Mr. Sumit Kumar appeared on behalf of Sunder Devi, one of the complainants and also one of the landowners of the land in question. He stated that he has filed a joint compromise petition and also a joint affidavit cum undertaking in light of the order of the Authority regarding refund of the 'non' amount.

Perused the records. Both Sunder Devi and Mr. Alok Kumar, MD of the company appear to have arrived at a settlement and Sunder Devi has agreed to return the 'non' amount of Rs. 5 lacs to the company. The learned counsel Mr Sumit Kumar further informed the Bench that a demand draft of Rs 5 lacs has been given to the Authority and has prayed for partial release of the deeds as Sunder Devi holds major portion in the land.

The Bench recalls that the promoter had withdrawn his application for registration of the project 'Agrani Rudra' on 17.6.2021, and that order to refund the deposits made by allottees have already been passed in respect of complaint cases filed.

Having heard the submissions of both the parties and after going through the records of the case, the Bench observes that the permission for cancellation of the development agreement can be given as soon as the entire 'non' amount of Rs 12 lakhs is received so that at least partial refunds can be made to the allottees who had sought relief from the Authority. Since that one individual deed for development of land has been executed between the respondent company and the various

landowners including Sunder Devi, it is for them to arrange for the remaining amount of the 'non' amount. On the last date of hearing, direction was issued to Sunder Devi to pay additional sum of Rs 1 lakh if she holds 50 per cent share.

The Bench observes that if other landowners do not pay the remaining amount, it would not be possible to release the original deed. However, permission can be given to landowner Sunder Devi to cancel the agreement pertaining to her share if she deposits the proportional 'non' amount with the Authority. She is directed to deposit additional amount of Rs 1 lakh if her share is, indeed, fifty percent.

The Bench directs the other complainants in this matter and the respondent to file joint affidavit cum undertaking as per the format uploaded on the website of the Authority and deposit the remaining 'non' amount due to the respondent company so that the deed can be released and permission could be given for cancellation of the development agreement .

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

Sd/-
Naveen Verma
Chairman