

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Full Bench of Hon'ble Chairman, Mr. Vivek Kumar Singh &
Hon'ble Members Mrs. Nupur Banerjee & Mr. S.D. Jha, RERA Bihar,
RERA/CC/678/2019**

Ram Nandan Prasad..... Complainant

Vs.

M/s Agrani Homes Pvt. Ltd. Respondent

For the complainant: Mr. Ritesh Kumar, Advocate

For the Respondent: None

Project:—IOB NAGAR “Main Phase”

ORDER

31.07.2024 Hearing taken up. Mr. Ritesh Kumar, Advocate, appears for the complainant. The respondent is absent.

2. Learned counsel for the complainant has filed supplementary petition today in the Bench enclosing the postal receipt dated 06.03.2024 showing service of copy of the submission dated 15.06.2023 upon one of the Directors of the respondent company who is presently in judicial custody, but he has not received any reply from him.

3. Learned counsel for the complainant further submits that the complainant preferred BREAT Appeal No.10 of 2023 against the order dated 31.01.2024 passed by the Authority in RERA/CC/678/2019, wherein, the Real Estate Appellate Tribunal, Bihar, vide its order dated 27.03.2023 has remanded back the matter to the Authority with observation that since the concerned project is registered project by the Authority, the Authority is under statutory obligation to ensure that all functions, duties and legal obligations are being performed by the promoter according to Section 11 of the RERA Act, 2016 in order to get the project completed for handing over possession to the allottees.

4. He further submits that the complainant is the landowner. He entered into Development Agreement with the respondent on 25.09.2012 to develop multistoried building on his

land. In the said Agreement, it was agreed that the complainant would get 40% share of the total built-up area of the apartment. The apartment was to be completed within three years with a grace period of six months w.e.f. 16.03.2011. He further submits that he has filed a petition dated 15.06.2023 with the specific relief that the respondent may be directed to deliver possession of 40% share of the total built up area of the apartment to the complainant as per the Development Agreement. He also submits that the Development Agreement does not specify the details of flats as the same are not incorporated in it. He further submits that the respondent has also not executed the Share Division Agreement. Lastly, he submits that the complainant wants to get delivery of possession of 40% share of the total built up area of the project and compensation for delay in its delivery as per the Development Agreement.

5. Perused the record. The Authority observes that till date the respondent company has neither honoured the commitment made to the complainant in the Development Agreement nor has replied to the submission dated 15.06.2023 which was served upon one of its Director, who is under judicial custody, through registered post in spite of sufficient time given to him. Considering these facts, the Authority does not think it proper to keep this matter pending for further period of time and, accordingly, it is being disposed of today on the basis of material available on the record.

6. Taking into consideration the aforesaid facts and submissions of learned counsel for complainant, the Authority directs the respondent company to deliver possession of 40% share of the total built up area of the apartment to the complainant as per Development Agreement dated 25.09.2012 within two months from the date of issues of this order.

7. The complainant is at liberty to move the Adjudicating Officer, RERA, to claim for compensation, if any, as per the Development Agreement.

**8. With the aforesaid observations and direction
this case is disposed of.**

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

**Sd/-
Nupur Banerjee
Member**

**Sd/-
Vivek Kumar Singh
Chairman**