

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Bench of Mr.Ved Prakash,
Special Presiding Officer

Exe. Case no. 63/2025
RERA/CC/857/2019

With

Exe. Case no. 39/2025
RERA/CC/1470/2020

With

Exe. Case no. 78/2025
RERA/CC/1438/2020

Umeshwar Kumar Singh, Ramesh ...Executants(s)/complainant(s)
Chandra Sinha, Bijeta Kumari
Vs.
M/s Agrani Homes Pvt. Ltd. ...Respondent (s)

PROJECT- Agrani Kalawati Regency

For the Executants : Mr. Awadhesh Kumar Pandit, Akash
Deep
(Advocates)
Mr. Sumit Kumar (Adv.) & Satwik Singh,
(legal representative)
For the respondents : Mr. Sahil Kashyap (Adv.) and Shri Uday
Kumar Roy, landowner.

04.09.2025

O R D E R

Shri Awadhesh Kumar Pandit, learned counsel on behalf of executants in execution case no. 39/2025 and 78/2025, Shri Akash Deep, learned counsel on behalf of executant in execution case no. 63/2025, Shri Sumit Kumar, learned counsel along with Shri Satwik Singh, the legal representative of the respondent company, Shri Sahil Kashyap, learned counsel on behalf of respondent landowner and landowner, Shri Uday Kumar Roy are present.

2. Shri Awadhesh Kumar Pandit, learned counsel for executants/complainants submits that the Hon'ble Authority on 04.07.2022 in RERA/CC/1470/2020 has directed the respondent

promoter to refund the principal amount of Rs. 3,53,000/- to the complainant along with simple interest at the rate of MCLR of State Bank of India as applicable for two years plus one percent from the date of taking the booking, within 60 days of issue of that order. Likewise, the Hon'ble Authority has further directed on 19.05.2022 in RERA/CC/1438/2020 to the respondent promoter to execute the agreement for sale within 30 days with respect to flat no. 205 in Block -B of the project, Kalawati Regency, later on, on 31.07.2025, he has filed a petition on behalf of executant, Smt. Bijeta Kumari with her consent for refund of the principal amount of Rs. 3,01,000/- along with interest @ MCLR of SBI plus 2 percent from the date of booking of flat till the date of refund in lieu of the respective flat no. 205 in Block -B, as directed by Hon'ble Authority in the above order dated 19.05.2022. Accordingly, a joint compromise petition with signatures of complainant/executant was filed on 31.07.2025 on the record. Learned counsel further submits that both the executants have consented for cancellation of development agreement deed no. 6548 dated 30.06.2014 executed between the landowners, Smt. Kalawati Devi, Shri Uday Kumar Roy and others as well as respondent promoter, M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar.

3. Learned counsel, Shri Akash Deep on behalf of complainant/executant, Shri Ramesh Chandra Sinha submits that the Hon'ble Authority on 23.06.2022 in RERA/CC/857/2019 had directed the respondent promoter to execute a registered sale deed with respect to a flat in Block -A of the project, Agrani Kalawati Residency and in case of non-execution of sale deed, a penalty @ Rs. 10,000/- per day for every day of delay was to be imposed, but later on, the complainant has filed a rectification petition with request to refund the principal amount along with interest, which was allowed vide order dated 07.03.2025 by the Special Presiding Officer, RERA, Bihar through rectification no. 21/2024 arising out of RERA/CC/857/2019. Accordingly, the respondent has to refund the principal amount of Rs. 16,49,440/- to the complainant along with interest @MCLR of SBI applicable for three years plus 2 percent as per Rule 17 of Bihar RERA Rules, 2017.

4. learned counsel for respondent promoter, Shri Sumit Kumar and Satwik Singh, the legal representative of the respondent promoter submit that the respondent is ready to refund the principal amount to all the three complainants/executants along with other allottees who have invested the principal amount for purchase of flats in the project, Agrani Kalawati Regency.

(i) Learned counsel by referring to the joint affidavit –cum- undertaking duly sworn by the landowners, Shri Uday Kumar Roy and others along with Satwik Singh, the legal representative of the respondent company M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar submits that previously on 30.06.2014, the development agreement between the landowner, Smt. Kalawati Devi, wife of late Ram Jee Prasad Roy and Shri Uday Kumar Roy, son of late Ram Jee Prasad Roy and others was executed through deed no. 6548 for development of the project, Agrani Kalawati Regency with several terms and conditions, including the completion of project within three years with a grace period of six months since the approval of map from the competent authority, Danapur Nizamat, but the project could not be started by the promoter due to several reasons. Hence, both the parties have amicably resolved that the development agreement has to be got cancelled. Accordingly, both the parties have sworn a joint affidavit-cum-undertaking on 10.12.2023 before the Notary Public, Danapur, Patna through Shri B.K Nandan and filed before this Authority on 28.08.2025.

(ii) Learned counsel further submits that the landowner, Shri Uday Kumar Roy and Ors jointly sworn the above affidavit with undertaking that the development agreement deed no. 6548 dated 30.06.2014 with respect to the development of the project, Agrani Kalawati Regency may be cancelled with permission of Hon'ble RERA, Bihar as well as with consent of 2/3rd allottees who have invested their principal amount in the project for purchase of flats and now ready to receive the refund in lieu of flats agreed between the promoter and allottees. They further submits that the landowners, Shri Uday Kumar Roy and others are agreed to refund the non-refundable amount of Rs. One Crore received by them from the promoter of

M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar on cancellation of the above development agreement.

(iii) He further submits that the above landowners have deposited the Demand Drafts of Rs. One Crore and details thereof are as follows;

| Date of DD | D.D nos. | Amount in Rupees |
|------------|----------|------------------|
| 04.07.2025 | 000370 | 18,50,000.00 |
| 07.07.2025 | 500824 | 10,00,000.00 |
| 02.07.2025 | 000602 | 15,00,000.00 |
| 09.07.2025 | 000372 | 18,50,000.00 |
| 08.08.2025 | 004075 | 33,00,000.00 |
| 09.07.2025 | 000608 | 5,00,000.00 |

5. They further submit that the above Demand Drafts amounting to Rs. One Crore is issued in favour of RERA, Bihar and further that on release of development agreement by the Authority, the respondent promoter and landowners shall mutually get the development agreement cancelled from the District Sub-Registrar, Patna / Sub-Registrar, Danapur and on information of cancellation of development agreement, the Hon'ble Authority may encash the said DDs and distribute the amount proportionately among the allottees/complainants. Further, if the intimation about the cancellation is not received within one month from the return of the original documents and development agreement, the Hon'ble Authority shall be free to encash the DDs and disburse among the aggrieved allottees. They further submit that the said joint affidavit is sworn without any fraud, coercion or influence. Hence, the landowners and respondent promoter may be allowed to proceed further for cancellation of the development agreement of the project, Agrani Kalawati Regency with consent of the allottees, which is already filed on record and the Authority may be pleased to disburse the amount of Rs. One Crore among the aggrieved allottees.

6. Considering submissions made on behalf of either sides as well as on going through the record, it appears that the development agreement deed no. 6548 dated 30.06.2014 was executed between the land owners,

namely, Smt. Kalawati Devi, widow of Late Ram Jee Prasad Roy and Shri Uday Kumar Roy, son of late Ram Jee Prasad Roy and others with M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar for development of the project, Agrani Kalawati Regency, which was to be completed within three and half years from the date of approval of the map of the project from the competent authority, Danapur Nizamat, but the respondent promoter, as discussed in the above joint affidavit-cum-undertaking, could not develop the project, and the project land is still vacant. However, during this period, as the respondent promoter has submitted that altogether 19 complainants/allottees have filed their complaint cases before the RERA, Bihar for different relief(s), but later on, they have sought for refund of their principal amount and most of them are allowed by the Authority /bench of the RERA, Bihar. Now, the allottees /complainants are ready to receive the refund along with interest and have given their consent for cancellation of the above development agreement, and the respondent promoter has filed a petition on 31.07.2025 along with consent letter of 16 allottees out of altogether 19 allottees and has also annexed the list of allottees as at Annexure -2 along with petition.

7. The Hon'ble Authority on 10.02.2021 in RERA/CC/396/2020 and others has been pleased to direct the respondent promoter, Shri Alok Kumar to submit the original copies of registered development agreement executed by M/s Agrani Groups of Companies and/or their Directors with landowners, including for land at Sampatchak executed with late Smt. Kunti Devi for which he had paid Rs. 3.85 crore to the landowner(s) with an affidavit that they were surrendering them for recovering the amount of nuns/advance paid on cancellation of such development agreement for refund of the deposits of the complainant. Later on, the then Hon'ble Chairman, Shri Naveen Verma in RERA/CC/1094/2020 and others on 29.10.2021 has laid down the following standard protocol to be adopted in the said case as well as in all such similarly situated matters for the cancellation of development agreement and refund of nun amount by the landowners and promoters:-

(a) The landowners and respondent company shall file a joint

application on oath before the Authority, stating therein the sum-amount to be returned by the landowners;

(b) Thereafter, the landowners shall prepare a demand draft of the said amount in favour of the Authority and submit the same;

(c) The promoter shall submit a letter on oath authorizing the Authority to receive and encash the amount on behalf of the aggrieved complainants.

(d) The Authority, after compliance of the above directions by the parties, shall return the original registered deeds to the promoter/landowners and simultaneously a letter shall also be issued to the District Sub-Registrar relaxing the ban on registration allowing the cancellation of such deeds

(e) Only upon receipt of information regarding cancellation of deeds from the landowners, the Authority shall get the D.D encashed and refund the amount to the aggrieved complainant proportionately.

8. Section 15 of RERA Act, 2016 says that (1) the promoter shall not transfer or assign his majority rights and liabilities in respect of a real estate project to a third party without obtaining prior written consent from two-third allottees, except the promoter and without the prior written approval of the Authority;

Provided that such transfer or assignment shall not affect the allotment or sale of the apartments, plots or buildings as the case may be, in the real estate project made by the erstwhile promoter.

(2) On the transfer or assignment being permitted by the allottees and the Authority under sub-section (1), the intending promoter shall be required to independently comply with all the pending obligations under the provisions of this Act or the rules and regulations made thereunder, and the pending obligations as per the agreement for sale entered into by the erstwhile promoter with the allottees.

9 The landowner, Smt. Kalawati Devi is now dead, but her heirs-cum-other landowners of the project, Agrani Kalawati Regency have filed a joint affidavit-cum-undertaking on record with request to cancel the development agreement deed no. 6548 dated 30.06.2014 executed for development of the

said project. As discussed above, the respondent promoter could not develop the project due to certain reasons. The landowners being aggrieved discussed the matter with respondent promoter, Shri Alok Kumar and after discussion, they have resolved with mutual consent for cancellation of the above development agreement and landowners were ready to refund the non-refundable amount of Rs. One Crore to M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar and Shri Satwik Singh, the legal representative of the respondent company has jointly sworn an affidavit-cum-undertaking on 25.07.2024 before the Notary Public, Shri B.K. Nandan at Danapur, Patna, Bihar along with landowners, Shri Uday Kumar Roy and others to deposit DD of Rs. One Crore in RERA, Bihar and further the promoter is ready and has given consent to disburse the sum of Rs. One Crore among the aggrieved allottees proportionately on receipt of information for cancellation of development agreement from the landowners and the Authority has been authorized to encash the DD of Rs. One Crore within one month of return of original development agreement to the the landowners /promoter.

(i) The respondent has also filed the consent letter of 16 allottees out of 19 as mentioned in the list of allottees annexed as Annexure -2 along with the petition dated 31.07.2025. The respondents have also filed the consent letter issued by all the 16 allottees separately for cancellation of development agreement executed with respect to the project, Agrani Kalawati Regency.

10. Hence, in view of the above discussion, it is crystal clear that the landowners as well as respondent promoter have fully complied with the provisions of section 15 of RERA Act, 2016 as well as the directions of the then Hon'ble Chairman passed on 29.10.2021 in RERA/CC/1094/2020 and others.

11. It is also not out of place to mention here that the respondent have deposited the DD of Rs. One Crore in six part comprising DD no. 000602 dated 2.07.2025 issued in favour of RERA Bihar by HDFC bank worth Rs. 15,00,000/- , DD no. 000372 dated 09.07.2025 issued by Axis bank in favour of RERA, Bihar worth Rs. 18,50,000/- , DD no. 004075 dated 08.08.2025 worth Rs. 33,00,000/- in favour of RERA, Bihar issued by Axis bank, DD no. 000370 dated 04.07.2025 issued by Axis bank in favour of RERA, Bihar worth

Rs. 18,50,000/- , DD no. 000608 dated 09.07.2025 issued by HDFC bank in favour of RERA, Bihar worth Rs. 5,00,000/- and lastly, DD no. 500824 dated 07.07.2025 issued by ICICI bank in favour of RERA, Bihar worth Rs. 10 lakh.

12. On the basis of above discussions, it is clearly established that the respondent promoter, M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar and landowners, Shri Uday Kumar Roy and others have jointly resolved to get the development agreement deed no. 6548 dated 30.06.2024 executed between landowner, Smt. Kalawati Devi, wife of late Ram Jee Prasad Roy, Shri Uday Kumar Roy and others and M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar cancelled and the landowners have agreed to refund the non-refundable amount of Rs. One Crore, as detailed above, to the promoter, Shri Alok Kumar to disburse the amount among the aggrieved allottees on information of cancellation of development agreement executed between the parties. The respondent promoter through his legal representative, Shri Satwik Singh has authorized the Authority to disburse the amount of Rs. One Crore among the allottees. All the 16 allottees out of total 19 have given their consent through a separate letter for cancellation of the said development agreement. Hence, in the above circumstances, the project, Agrani Kalawati Regency is not feasible to be developed by the respondent promoter, Shri Alok Kumar/ his legal representative and others on the terms and conditions enshrined in the above development agreement for developing /constructing the building, Agrani Kalawati Regency.

13. Hence, the petition dated 31.07.2025 of the respondent promoter is allowed and accordingly the respondent promoter, Shri Alok Kumar and landowners, Shri Uday Kumar Roy and others are permitted to get the development agreement deed no. 6548 dated 30.06.2014 cancelled through mutual cancellation deed. The original development agreement deed no. 6548 dated 30.06.2014 executed between the landowner, Smt. Kalawati Devi and others and M/s Agrani Homes Pvt. Ltd through its Director, Shri Alok Kumar be returned to them and on return, they shall present the same before the District Sub-Registrar, Patna/ Sub-Registrar, Danapur for cancellation with mutual consent. The landowners and Director of respondent company are further directed that on cancellation of the said deed of development

agreement, they shall inform positively to the RERA, Bihar for disbursement of the amount of Rs. One Crore among the aggrieved allottees. The District Sub-Registrar, Patna/Sub-Registrar, Danapur are directed to register the cancellation deed for cancellation of development agreement no. 6548 dated 30.06.2014 executed by both the parties /their legal representative. The office is directed to communicate the order to the District Sub-Registrar, Patna/Sub-Registrar, Danapur through I.G. Registration, Bihar, Patna for needful.

(i) It is further directed that DDs (6 in number) of Rs. One Crore are to expire within few days. Hence, before the receipt of the aforesaid original development agreement, the respondent promoter and landowners shall get the validity period of the DDs extended.

14. In view of facts and circumstances, as discussed in preceding paragraphs, all the three executants, namely, Shri Umeshwar Kumar Singh, Smt. Bijeta Kumari and Ramesh Chandra Sinha shall get their principal amount refunded along with interest proportionately as requested by the respondent and to be decided by the Authority from the deposit of Rs. One crore and rest amount, if any, of these executants shall be paid from the sale/auction of other properties of respondent promoter like other allottees/complainants. It is further clarified that other 16 allottees, named in the attached list at Annexure -2 shall also get their principal amount proportionately as decided by the Authority from the deposit of amount of Rs. One Crore.

In the light of above directions/observations, all the three cases are hereby disposed of.

Sd/-
(Ved Prakash)
Special Presiding Officer