

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF ADJUDICATING OFFICER, RERA, BIHAR**  
 RERA/CC/41/2024

Sri Rabinesh Kumar Singh & 3 Others

.....Complainant

Vs

M/s Agrani Homes Pvt. Ltd.

....Respondent

Project: Agrani Shiva.

For the Complainant :Mr. Akash Deep, Advocate.

For the Respondent/s :Mr. Sumit Kumar, Advocate.

**16/09/2025**

**ORDER**

The complainants have filed the present case for following reliefs:

- (i) To direct the Respondent no.1 to complete the real estate project 'Agrani Shiva' as per project specifications as mentioned under Development Agreement, Sanctioned Map, Prospectus and RERA Registration Certificate.
- (ii) To direct the respondent No. 1 to handover the said Project to the Allottee Association of Agrani Shiva Project for the completion of the remaining work of the project by the Association in terms of Section 8 of the Act, 2016.
- (iii) To authorize the said Allottees' Association to recover the remaining consideration amount from the lawful allottees of the project and apply the said remaining amount for the completion of the project Agrani Shiva.
- (iv) May further be pleased to cancel the Allotments of Respondent No. 2,3 and 4 with respect to Flat No. 104, 303 and 304 of the Project, Agrani Shiva and these Respondents may also be held under Section 69 of the Act, 2016.
- (v) To direct the Respondent concerned to provide litigation cost of Rs. 1,00,000/- to the Complainants.

2. The case of the complainants in brief is that Respondent no. 1 is the promoter of the Project, namely, 'Agrani Shiva' bearing RERA Registration No. BRERAP00011- 7/55/R, 329/2019, dated 04.01.2019 after extension ending on 31.03.2021 (Annexure-1 series). The Respondent no. 2 to 4 are the employees and staff of the Respondent/ Promoter, M/s Agrani Homes Pvt. Ltd., Respondent No. 2- Sri Shubham Kumar is the accountant, Respondent

No. 3-Sri Binod Kumar is the Project in-charge of the Project 'Agrani Shiva' and Respondent no. 4- Sri Keshav Shankar is the paid Director.

The Complainant No. 1- Sri Ravinesh Kumar is the Allottee of Flat No. 302, Complainant no. 2- Sri Munna Prasad is the Allottee of Flat No. 101 and 103. He is also one of the landowners of the said project. Complainant No. 3- Sri Ghanshyam Singh ( Serving ADJ, Bihar HJS) is the allottee of Flat No. 301 and Complainant No. 4- Smt. Usha Devi is the allottee of Flat No. 201,202, 203 & 204 and she is another landowner of the said project.

The Respondent no. 2- Sri Shubham Kumar is an alleged allottee of Flat No. 104, Respondent No. 3- Sri Binod Kumar is an alleged allottee of Flat No. 303 and father of Respondent No. 4- Sri Keshav Shankar is an alleged allottee of Flat No. 303 in the aforesaid project in question.

The landowners- complainants, namely Smt. Usha Devi and Sri Munna Prasad had entered into Development on 50-50% basis of share distribution for the development of aforesaid project in question on 05.12.2012 within a period of 3 years along with the grace period of six months (Annexure-2 series). After the aforesaid Development Agreement, the Respondent No. 1 got sanctioned map of the project by the Certified Architect of Patna Municipal Corporation vide Plan Case No. 43276/43/R-G+3-11/15-06-2013/NPD dated 15.06.2013 (Annexure-3).

After the aforesaid map approval, the Respondents started the construction of the aforesaid project and due to introduction of RERA Act, 2016, in the State of Bihar, the Respondent no. 1 applied for RERA Registration of the said project in November, 2018 and on the said application, the Authority (RERA) granted Registration Certificate of the said project in Form C on 04.01.2019 till 31.01.2019, but due to non-completion of the project work, the Authority (RERA) granted Certificate for Extension of the Registration of the project in Form C on 12.10.2020 till 31.03.2021 to the respondent no. 1. Again extension was made till 31.03.2021 and even after 9 months Force Majeure Extension was granted by the State Government, the Respondents have failed to complete the project till date.

Due to restraint imposed by the Authority, the respondent no. 1 very cleverly allotted Flat No. 104, 393 and 304 to the aforesaid Respondent No. 2, 3 and 4 only to save these flats from attachment and forfeiture by the competent authority. Actually, Respondent no. 2,3 and 4 have not paid single penny to the Respondent no. 1 for allotment of said flats. Actually, they all are in connivance with each other.

3. The project in question is 70% complete and the major 30% works are still remaining, such as plastering and flooring, Painting, finishing an allotment of parking, Installation of Electric Junctions, Installation of Generator-set, Installation of Lift, installation of transformer, water supply etc. which require around Rs. 1,50,00,000/- (amount may vary after assessment of the project). The complainants of this case repeatedly requested to the respondent for completion and handing over the allotment of the project to the respective and lawful allottees of the project in question but all in vein. Due to aforesaid reason, the complainants of this case formed an Allottees Association of the Project, Agrani Shiva on 28.01.2024 and they have filed this case for the reliefs as sought for.

4. The respondent no. 2- Shubham Kumar, who is an allottee of flat no. 104 in the Agrani Shiva apartment, Gola Road, Patna, has filed an application in response to the complaint case that he booked a flat in December, 2019 with respondent no. 1- M/s Agrani Homes Pvt. Ltd. and he had to pay Rs. 32,00,000/- out of which he had paid Rs. 19,25,000/- and remaining Rs. 12,75,000/- is still outstanding as yet. He had paid the aforesaid amount by taking a personal loan (OD) from Bajaj Finance on ROI of 15% per annum and paying Rs. 15,000/- per month as OD interest from December, 2019 till date. He had prayed before the RERA Authority for relaxation of embargo for the flat and execution of absolute sale deeds in favour of the allottee. It is further stated that in compliance of the Hon'ble RERA order dated 18.05.2023 and to clear the remaining total outstanding against the flat, he had taken a housing loan from Indian Bank, Ashok Nagar, Patna Branch in September, 2023. Housing loan has been sanctioned, disbursed and accordingly, demand draft has been issued on 19.09.2023 in favour of "Agrani Homes Pvt. Ltd." but

DD is not encashed yet due to non-cooperation of builder. However, he is paying EMI Rs. 13000/- per month for the housing loan from last 7 months. He had spent more than Rs. 10,00,000/- as Bank interest and other loan related expenditures since last 5 years and still compelled to live in a rented flat. It is further stated that the respondent no. 2 is not defaulter in payment of instalment to the builder as per his completion plan, but all finishing work such as plumbing, Tiles, Electricity, Door, Window, Grills, Putty of the flat is pending since 2019 and flat condition is the same now as it was in 2019. He is ready to pay total outstanding Rs. 12,75,000/- for the flat and for the same DD has already been issued in September, 2023 but not encashed as yet. He is praying for encashment of demand draft and completion of finishing work of the flat, which is estimated cost of Rs. 5,00,000/- to 6,00,000/- and prayed for permission to complete the finishing work of the flat no. 104 by himself and this amount spent by self-construction will be payable to the builder. Either the reply or any application has been filed on the on the risk of the respondent.

The learned counsel for Respondent no.1 appeared before the court and argued that he is ready to complete the work of the project, if the allottees may pay rest of the amount. Learned counsel for the complainants also orally submitted that they are ready to pay rest of the amount, if the construction work of the project is completed.

So for application filed by respondent No. 2, namely, Subham Kumar is concerned, he is neither the complainant nor he has filed any application as complaint in prescribed format of RERA ACT or Rules, hence his prayer cannot be considered at this stage. Both sides are ready to perform their part.

Considering the facts and circumstances of the case as also the submissions made by both the parties, it is apparent that the complainants will pay the rest amount and respondent no.1 is directed to complete the project. As such, both parties are directed to perform their part i.e. the complainants will pay the rest amount and the respondent no.1 will construct the rest work of the project.

Accordingly, this case is disposed of with the aforesaid direction and both sides are at liberty that if any party does not perform their part, they may approach this Authority for their grievances.

Sd/-

**(Vinod Kumar Tiwari)**  
Adjudicating Officer