

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Single Bench of Mrs. Nupur Banerjee**

**Case No. CC/971/2021**

**Lalmuni Devi** ..... **Complainant**

**Vs**

**M/s Agrani Homes Pvt. Ltd.** ..... **Respondent**

**Project: Agrani Power Grid Nagar**

**Present: For Complainant: Mr. Bhola Shankar, Advocate**

**For Respondent : Mr. Satwik Singh, L.R.**

**25/08/2022**

**PROCEEDING**

Hearing taken up. Both the parties are present.

Learned counsel for the complainant submits that the complainant is the land owner. Registered agreement was executed on 21<sup>st</sup> April, 2017 for development of the land and as per agreement the ratio of share to the land owner and the building has been decided as 45% and 55%. As per agreement the project has to be completed within three years six months and that time has expired in April, 2021 but till date no development has been made. The complainant has given the land for flat but he has not received any single farthing. In this way harm has been caused to the land owner which cannot be compensated by the builder. No flat has been given. Land owner is also an allottee. A question arises whether this project is alive or it is abandoned by the RERA. He also wants compensation.

The Bench recalls the observation made in the last date of hearing and observes that as the development agreement is already cancelled as per the terms of the Agreement, so any remedy arises out of cancellation of development agreement is purely a civil nature, so, the complainant should approach to the competent Civil Court.

As regards compensation for breach of obligations in terms of development agreement, the complainant may approach appropriate forum as per law.

As, the L.R. of the respondent company prays for a short adjournment to file his reply, Put up on 27.09.2022.

Sd/-

Nupur Banerjee  
Member