

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Double Bench of Mr. Naveen Verma, Chairman**

**& Mrs. Nupur Banerjee, Member**

**Case No. CC/68/2021**

Simran Devi & Suresh Kumar.....Complainants

Vs

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

Project: Agrani P.G. Town

**ORDER**

**1.07.2022** The matter was last heard on 25-01-2022 and listed for order on 01-03-2022. However due to the pre-occupation of Bench in other matters, the order could not be passed earlier.

The case of the complainants is that they booked a Flat bearing No. 308 in the project in Block H measuring 1300 sq ft, the total consideration of which was Rs. 18,00,000/-. A Memorandum of Understanding was executed between the parties on 11-11-2017. Against the total consideration amount, the complainants have paid a sum of Rs. 17,92,000/- through different cheques on different dates. The first payment was made on 11-09-2017. As per the agreement, the possession of the flat was to be handed over within 3 years however as alleged, the respondent company has failed to handover the possession till date. Hence the complaint has been filed praying for refund of the entire deposited money with compound interest.

The complainants have placed on record copy of Memorandum of Agreement dated 11.11.2017 entered into between the complainants and the respondent company, KYC form, copies of cheques along with money receipts issued by the respondent company against the payments made by the complainants. The money receipts filed by them indicate that a sum of Rs. 17,92,000/- has been paid by the complainants.

No specific reply has been filed by the respondent company in the instant case. However, the respondent company has been present on all the hearings and has not challenged the contentions of the complainants and the facts are being admitted.

It is apparent from the documents filed by the complainant that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in the year 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo motu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

Perused the records of the case. The Bench notes that the respondent company is ready to offer plot situated at Parmanandpur, Sonapur by way of settlement or to continue with the present booking till completion of the project within the timeline of 36 months.

During the course of hearing, the complainants have orally submitted that they are not interested in the proposal of

the respondent company and reiterated their request for refund with interest.

The Authority notes that it is the responsibility of the Directors of the respondent company to arrange the necessary resources to enable refund to the complainant and other aggrieved allottees.

After considering the documents filed and submissions made, the Bench hereby directs the respondent company and their Directors to refund the principal amount of Rs. 17,92,000/- to the complainants along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus one percent from the date of taking the booking within sixty days of issue of this order.

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

Sd/-

**Nupur Banerjee**  
**(Member)**

Sd/-

**Naveen Verma**  
**(Chairman)**