

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Double Bench of Mr. Naveen Verma, Chairman**  
**& Mrs. Nupur Banerjee, Member**

**Case No. CC/1352/2020**

Niral Mishra.....Complainant

Vs

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

**Project: PG Town Block D**

**ORDER**

**12-04-2022** This matter was last heard on 22-02-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that he booked a Flat bearing No. 305 on 3<sup>rd</sup> Floor in the project measuring 1300 sq. ft, the total consideration of which was Rs. 16 lacs. The complainant has paid Rs. 14 lakhs at the time of booking of the flat vide Bank of India cheque no. 019134 dated 31.10.2018, cheque no. 019135 dated 25.11.2018, cheque no. 019137 dated 05.04.2019, cheque no. 019138 dated 10.04.2019. A memorandum of understanding was signed on 11.07.2019 between the parties. The complainant has stated that after learning of the cases against the promoter and the interim orders passed by the Real Estate Regulatory Authority, Bihar he cancelled the booking. While as per the agreement the deposited amount was to be refunded within a period of 90 to 120 days, the promoter did not return the amount and hence this complaint has been filed for refund of the amount of Rs 14 lakhs with compound interest.

The complainant has placed on record Memorandum of Understanding dated 11.07.2019, cancellation letter dated 06.02.2020 duly acknowledged by the respondent company, cheque no. 019134 and its money receipt no. 3515 dated 05.11.2018 for Rs 5 lakhs, evidence of cheque no. 019135 and its money receipt no. 3547 dated 28.11.2018 for Rs 3 lakhs, cheque no. 019137 and its money receipt no. 3870 for Rs. 3 lakhs, cheque no. 019138 and its money receipt no. 3887 for Rs 3 lakhs and duly filled booking form.

In the reply filed by the respondent it has been submitted that they are 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.

It has been stated by the complainant that he is not interested in the offer of the respondent and reiterated his request for refund with interest.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. This matter may be included in the suo motu proceedings against the respondent under section 59 of the Real Estate (Regulation and Development) Act, 2016.

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. 14 lacs to the complainant along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for two years 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)**