

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

Case No. CC/685/2021

Usha Singh.....Complainant
Vs

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

PROJECT: - PG TOWN

ORDER

15-02-2022 This matter was last heard on 20-01-2022 along with batch of cases.

The case of the complainant is that she purchased one flat in the project PG Town bearing flat no. 404 on 4th floor, Block D having super built up area of 1300 sq ft. The complainant has stated that the total consideration of the flat was Rs. 16 lakhs and a memorandum of understanding was also executed between the complainant and the respondent company on 04.07.2019. The complainant has alleged that she has paid entire sum of Rs 16 lakhs to the respondent company in which Rs. 15,68,000/- was paid via cheque which is also mentioned in the memorandum of understanding and Rs.1,00,000/- was paid via cash but there has been no work in the project and no response from the respondent company. Therefore the complaint has been filed praying for refund of the entire amount with interest.

The complainant has placed on record Memorandum of Understanding dated 04.07.2019, KYC form dated 14.06.2018, money receipt dated 14.06.2018 against payment of Rs 1 lakh in cash.

The respondent company has not filed any specific reply in this case but during the course of hearing on 20-01-2022, Mr. Alok Kumar, MD of the respondent company orally submitted that the respondent company is ready to offer plot/flat to the complainant. However his proposal was not accepted by the complainant who reiterated her request

for refund but was ready to forgo interest if the principal amount is paid within 30 days from 20.01.2022.

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.

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. Suo motu proceedings may be initiated against the respondent company 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. 16 lacs to the complainant by 20.02.2020 as per the last direction failing which interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years shall be levied from 20.02.2022 till the date of refund.

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

Sd/-
(Nupur Banerjee)
Member

Sd/-
(Naveen Verma)
Chairman