

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

Case No. CC/1549/2020

Pramod Kumar.....Complainant

Vs

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

PROJECT: - PG TOWN

ORDER

17-02-2022

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

The case of the complainant is that he purchased one flat in the project PG Town bearing flat no. 101 in Block E having super built up area of 1300 sq ft. The complainant has stated that the total consideration of the flat was Rs. 15 lakhs in which Rs. 13 lakhs was the total cost of the flat and Rs.2 lakhs was the utility charges. The complainant has stated that a memorandum of understanding was executed between the complainant and the respondent company on 21.12.2017. The complainant has alleged that he has paid Rs 12.50 lakhs to the respondent company which is also mentioned in the memorandum of understanding. The complainant has alleged that neither the map plan has been approved till date nor there has been any work in the project. Therefore the complaint has been filed praying for refund of the entire amount with interest @18% along with compensation and interest.

The complainant has placed on record Memorandum of Understanding dated 21.12.2017, KYC form dated 30.11.2017, cheque dated 30.11.2017 amounting to Rs. 12.50 lakhs and money receipt bearing no.2617 for Rs 12.50 lakhs.

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 his 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. 12.50 lakhs 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.

So far as claim for compensation is concerned, the complainant is at liberty to approach the court of Adjudicating Officer.

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

Sd/-
(Nupur Banerjee)
Member

Sd/-
(Naveen Verma)
Chairman