

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Double Bench of Mr. Naveen Verma, Chairman

& Mrs. Nupur Banerjee, Member

Case No.CC/701/2019

Nirmala Thakur.....Complainant

Vs

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

Project: KALAWATI RESIDENCY

ORDER

23-06-2022

The matter was last heard on 04-02-2022 along with batch cases before the Double Bench and was posted for order on 24.03.2022. However, due to other preoccupation, the Bench did not sit on that date and orders could not be passed. The matter was thereafter wrongly listed before the Learned Single Bench on 13.06.2022 and posted for order on 23.06.2022 before the Double Bench.

The case of the complainant is that she booked a 3BHK flat no. 203 on 28.06.2013 in the project for a total consideration of Rs. 20,61,800/-. A Memorandum of Understanding (MoU) was executed wherein it was mentioned that the complainant had paid a sum of Rs. 2,00,000/- at the time of booking through cheque dated 13.06.2013. The complainant has alleged that she has paid a sum of Rs. 19.00 lakhs till date and the respondent company had assured to handover the possession of the flat by 2016 but they have failed to do so. After realizing that the respondent company would not be able to handle possession of the flat, she sent cancellation letter dated 20.09.2019. Although the promoter had assured to return the deposited amount within 4 days, no action has been taken and

hence the complaint has been filed praying for refund of the deposited with 18% interest and compensation.

No reply has been filed by the respondent company however the Managing Director, Mr. Alok Kumar was present during the hearing and has not challenged the submissions of the complainant, meaning thereby the facts are being admitted.

During the course of hearing, the MD of the respondent company had orally submitted that the project is registered with the Real Estate Regulatory Authority and around 40-50% flats have been sold in Block A and Block B. The respondent company further assured the Bench that work in Block B which is a 6 storied building would be completed by 28.02.2024. The Bench notes that the respondent has not filed any reply nor has it contacted the allottee and hence a token penalty of Rs 5000/- is imposed for not complying with the directions of the Authority.

The Bench takes note of the submission of the complainant that she wants refund of deposited amount with interest.

The respondent has also not filed any written submission regarding the status of the project. They are directed to ensure that updated quarterly reports are uploaded on the web page as per section 11 of the Real Estate (Regulation & Development) Act, 2016 failing which penal action may be initiated against them.

Perused the record. The Bench observes that even though the respondent company has assured to complete the Block by 28.02.2024, the relief sought is for refund of deposit.

The Bench observes that the promoter had not adhered to the schedule of construction as mentioned in the agreement to sale and hence the allottee is entitled to full refund of the payment made by her.

Hence, based on the aforesaid facts, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.

19 lakhs to the complainant along with simple interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years or more plus four percent from the date of taking the booking within sixty days of issue of this order.

The complainant is at liberty to press her claim for compensation before the court of Adjudicating Officer.

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

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)