

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

**Before the Double Bench of Mr. Naveen Verma, Chairman,
and Mrs. Nupur Banerjee, Member**

Case No. RERA/CC/832/2019.

Reena Kumari..... Complainant

Vs.

M/s Agrani Homes Pvt. Ltd. Respondent

Project: I.O.C NAGAR SHIVALA

ORDER

23-06-2022

The matter was last heard before the Double Bench along on 24.02.2022. The matter was thereafter wrongly listed before the Learned Single Bench on 31.05.2022 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. 201 on 2nd floor of Block C measuring 1350 sq ft in May 2017. A Memorandum of Understanding (MoU) was executed on 10.11.2017 according to which the possession of the flat was to be handed over within 3 years. The complainant has stated that against the total consideration of the flat of Rs. 17 lakhs she has paid a sum of Rs 15 lakhs through cheques on various dates starting from 03.05.2017. The payment of Rs 15 lakhs to the respondent company is evident from the MoU so executed.

The complainant has alleged that since the work in the project had not started and later the respondent company stopped responding to her calls she wants to cancel the booking of the flat. Therefore, the complaint has been filed praying for refund of the principal amount with 18% compound interest.

The complainant has placed on record a copy of Memorandum of Understanding (MoU), copies of cheques amounting to Rs 5 lakhs only, a copy of booking amount details and a KYC form.

Perused the records. The respondent has not filed any written reply. However, Mr. Satwik Singh, legal representative of the respondent company and his learned counsel were both present on all the hearings and they have not challenged the contention of the complainant and the facts are being admitted.

The respondent company has orally submitted that they proposed two offers to the complainant either to take plot situated at Parmanandpur, Sonapur by way of settlement or to continue with some other approved project till completion of that project within the overall timeline of 36 months. The Bench notes that the complainant is not interested in the offer of the respondent company and has reiterated her request for refund of the amount with interest.

The Authority, therefore, directs the respondent company and their Directors to refund the principal amount of Rs.15,00,000/- along with interest calculated on it at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for 3 years plus one percent from the date of deposit to the date of refund within 60 days from the date of issue of order.

The Bench observes that the promoter is at liberty to apply for registration of the project along with all the documents if they wish to continue with the project.

Sd/-
Nupur Banerjee
(Member)

Sd/-
Naveen Verma
(Chairman)