

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Double Bench of Mr. Naveen Verma, Chairman**

**& Mrs. Nupur Banerjee, Member**

**Case No. CC/434/2021**

Bina Sharma.....Complainant

Vs

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

**Project: PG Town Block I**

**ORDER**

**27-04-2022** This matter was last heard on 12-04-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that she booked a Flat bearing No. 103 on 1<sup>st</sup> Floor in the project measuring 1626 sq ft, the total consideration of which was Rs. 9,29,429/-. The complainant has paid total consideration amount of Rs. 9,29,429/- vide cheque no. 900028 dated 30.04.2014 for Rs. 3 lakhs; cheque no. 905241 dated 30.04.2015 for Rs. 3,18,540/-; cheque no. 194127 dated 02.11.2015 for Rs. 3,10,500/- and cash of Rs. 389/- on 06.01.2016.

The complainant has stated in her complaint that after the payment of entire consideration amount, an agreement for sale was executed between the parties on 30.12.2015. As per the agreement, the possession of the flat with full facilities were to be handed over to the complainant within three years from the date of the agreement. The complainant has however alleged that even after lapse of three years, neither possession has been handed over nor deposited amount has been refunded to the complainant. Hence, the complaint has been filed praying for issuing direction to the

respondent company to refund the amount with interest of 18 % per annum; direction to pay the agreed amount of loss at the rate Rs. 2000/- per sq. feet with 25% rate of interest over the total amount for the delay for every month; direction to pay the complainant compensation of Rs . 5,00,000/- on account of delay in handing over of the flat, and cost of litigation of Rs. 1,00,000/-.

The complainant has placed on record copy of agreement for sale dated 08.01.2016 entered into between the complainant and the respondent company.

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 she is not interested in the offer of the respondent and reiterated her request for refund with interest.

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. 9,29,429/- 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 three years plus three percent from the date of taking the booking within sixty days of issue of this order.

The complainant is at liberty to press for 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)**