

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mr. Naveen Verma, Chairman

Case Nos. RERA/CC/1014/2021

Vishwajeet Singh.....Complainant

Vs.

M/s Sri Anuanand Construction Pvt LtdRespondent

Project: - RAJENDRA PRASAD COMPLEX

ORDER

28-1-2022

The matter was last heard on 17-1-2022.

The case of the complainant is that an agreement for sale was executed between the complainant and the respondent company on 23.08.2016 for purchase of 3BHK flat No-402 on 4th floor in Rajendra Prasad complex having super built up area of 1500 sq. ft and carpet area of 1000 sq. ft. The total consideration of the flat was Rs. 43,25,000/- and the complainant made initial payment of Rs 4,25,000/- which is also mentioned in the agreement for sale. As per the agreement, the possession of the flat was to be handed over in 2.5 years with 6 months grace period. The complainant has alleged that when the complainant demanded relevant papers for availing loan it was not provided by the respondent company. The complainant has further alleged that the agreement for sale specified the schedule of payment but after agreement neither demand was made by the respondent company nor any progress of construction of building was informed to the complainant and upon visiting the office of the respondent company, the complainant was informed that the flat has been booked to another person. Therefore, the complaint has been filed praying for refund of the booking amount.

The complainant has placed on record agreement for sale dated 23.08.2016

No reply has been filed by the respondent company even after sufficient time was given to the respondent company. However, the learned counsel of the respondent company was present during the hearing and has admitted that the company has taken the amount from the complainant.

Perused the records of the case and have heard the submissions of both the parties. The Bench observed that although payment of Rs 4.25 lakhs is mentioned in the complaint petition, during the course of hearing, the complainant has submitted that he has made payment of Rs. 5.80 lakhs.

The Bench notes that the respondent company has orally agreed to make payment of Rs. 5.80 lakhs to the complainant. The learned counsel for the respondent company has sought 1.5 months time to refund the amount of Rs. 5.80 lakhs.

Therefore, under these circumstances, the respondent company is directed to refund the amount of Rs.5.80 lakhs to the complainant along with interest thereon at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years from the date of taking the booking till the date of refund within sixty days of issue of this order.

Sd/-
Naveen Verma
Chairman