

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No: RERA/CC/290/2023

Dilip Kumar Singh

...Complainant

Vs.

M/s Technoculture Building Centre Pvt. Ltd.

...Respondent

Project: Mathiyapur Danapur

23/07/2024

ORDER

Heard Mr. Ishtiyaque Hussain, learned counsel for the complainant and Mr. Hemant Kumar, learned counsel for the respondent.

In short, the case of the complainant is that on 10.08.2019 the complainant has booked a flat for an area of 560 sq.ft. bearing Flat No. Aditi 101, Phase III, Grade- Luxury in the proposed project Mathiyapur, Danapur for a total consideration of Rs.22,78,750/-, out of which he has paid Rs.9.50 lakh. The complainant has paid 45% payment of the total consideration amount without entering into any agreement which is violation of RERA Act. At the time of booking it was promised that the flat will be delivered within stipulated time after approval of map and accordingly, they will enter into agreement for sale but there is no satisfactory progress in the project in question. It is stated that the complainant repeatedly visited the office of the respondent to know about the development but apart from assurance no satisfactory reply was given. Since there was no progress in the project, he could not pay the rest amount due to not entering into the agreement for sale also. Finding no progress work in the project, he filed a cancellation application on 14.12.2022 before the respondent company requesting to refund his entire booking amount but up-till-now no payment has been made to the complainant. Therefore, the complainant has prayed to direct the respondent to refund the principal amount of Rs.9.50 lakh with interest and compensation.

The complainant has placed on record the copy of the KYC, the money receipts and the cancellation letter.

Perused the record. No reply has been filed by the respondent.

The complainant reiterates his submissions as made in the complaint petition and has prayed for refund of the amount with interest. The complainant has already sent a cancellation letter on 14.12.2022 which is on record.

Learned counsel for the respondent submits that the respondent is ready to refund the amount.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the amount paid by the complainant in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.9.50 lakh to the complainant along with interest at the

rate of marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years plus 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. as per the provisions of the Act.

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

Sd/-
Nupur Banerjee
Member