

**REAL ESTATE REGULATORY AUTHORITY, BIHAR****Before the Single Bench of Mrs. Nupur Banerjee, Member****Case No. RERA /CC/447/2022****Mrs. Sunita Kumari****.....Complainant****Vs****M/s Agrani Homes Real Marketing Pvt. Ltd.****.....Respondent****Project: Agrani S.B.I. Nagar, Block-A****30/05/2024****ORDER**

The matter was last heard on 05.09.2023 when the complainant as well as the respondent were absent. The matter was fixed for orders, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The complainant submitted that she had booked two flats of 3 BHK, each having the area of 1300 sq. ft. in 2014 in the project Agrani SBI Nagar, Dhawalpura, P.S. Bypass, Patna, a flat bearing flat no. 208 on 3<sup>rd</sup> floor and another flat bearing flat no. 304 on 4<sup>th</sup> floor in Block-A. Both flats were booked on 5<sup>th</sup> of May 2014 with consideration price of Rs. 10.00 lakh for flat no. 208 to be constructed on 3<sup>rd</sup> floor and Rs. 12.00 lakh for flat no. 304 to be constructed on 4<sup>th</sup> floor. The total consideration of the two flats was 22.00 lakh out of which she has already paid Rs. 16.00 lakh. As per terms of the agreement, a sum of Rs. One lakh was paid by her as booking amount on the same day and Rs. 3 lakhs in the month of May 2014 with a promise at their end, to handover both the flats within a span of 5 years of booking of the said flats. Thereafter, she kept on paying them time to time with assurance at their end, till the year 2015, the complainant has paid Rs. 14.00 lakh to the builder, despite no progress of work seen at proposed location till date. In good faith, she further paid Rs. 2 lakhs in the year 2016 and asked builder to execute agreement for at least one flat and promised to pay remaining dues once they initiate work and hence on the whole, she paid Rs. 16.00 lakh for both of these flats till 23<sup>rd</sup> of August 2016 and an agreement for sale of flat No. 208 was executed on 4<sup>th</sup> August 2018. As per the terms of the said agreement, both flats were to be constructed and delivered within 5 years of booking but till date, they failed to even start the construction work at the said site and only kept on giving false assurance at their end, even after several requests, visits and follow ups at her end. She had also requested them for exchange of flats in 2017 in other residential complexes of Agrani where work was on advance stage but they also not executed. Later on, their office was closed permanently.

The complainant visited several times and met with the respondent but they neither handed over the possession of the flat nor refunded the amount. Hence, she had cancelled the booking and demanded refund of the principal amount with interest accrued thereon, but the Director, Mr. Alok Kumar of the company did not pay any heed to her request.

3. Considering the aforesaid facts and circumstances and getting no other option available to her, she finally cancelled the aforesaid booking and agreement, executed for both the flats and demanded refund of the principal amount with compound interest @ 18% per annum along with the compensation for the mental agony and harassment suffered by her since 2014 and a copy of the said

cancellation letter dated 10.08.2023 for refund of principal amount along with interest has been given to the promoter with a copy to RERA Authority.

4. An interim order was passed on 06.12.2023 directing the complainant to provide evidence of making payment of Rs. 16.00 lakh. After that the learned counsel for the complainant files a petition enclosing copy of all the money receipts.

5. The Bench takes note of submissions of both the parties and peruses the record. The Authority observes that the complainant booked two flats of 3 BHK, each having the area of 1300 sq. ft. in 2014, bearing flat no. 208 on 3<sup>rd</sup> floor and another flat bearing flat no. 304 on 4<sup>th</sup> floor in Block-A in the project Agrani SBI Nagar, Dhawalpura, P.S. Bypass, Patna. Both flats were booked on 5<sup>th</sup> of May 2014 with consideration price of Rs. 10.00 lakh for flat no. 208 to be constructed on 3<sup>rd</sup> floor and Rs. 12.00 lakh for flat no. 304 to be constructed on 4<sup>th</sup> floor. The total consideration of the two flats was 22.00 lakh, out of which she has already paid Rs. 16.00 lakh. Thereafter, the builder has made an agreement for sale of flat No. 208 on 04.08.2018 and the allotment letter was issued. But the project could not be started as yet. The respondent neither handed over the possession of the flat nor refunded the amount. She had also requested them for exchange of flats in 2017 in other residential complexes of Agrani where work was on advance stage but they also not executed. Hence, the complainant cancelled the booking and demanded refund of the principal amount with compound interest @ 18% per annum along with the compensation for the mental agony and harassment suffered by her since 2014 interest accrued thereon.

The Bench notes that despite several opportunities the respondent failed to appear before the Bench so, in the interest of justice, order is being passed on the basis of documents available on record.

6. In the light of the above observation and also taking into consideration, the submission made on behalf of the parties and on, going through the materials available on records as well as discussion made above, the Authority hereby directs the respondent company and its Managing Director Mr. Alok Kumar, to refund the principal amount of Rs. 16 lakhs to the complainant, along with interest within sixty days of issue of this Order. The rate of interest payable by the promoter shall be applicable for three years plus 2% interest from the date of booking till the date of refund.

7. The complainant is at liberty to press other claims which are in the nature of compensation before the Adjudicating Officer as per the provisions of RERA Act, 2016.

8. With the aforesaid observations and directions, this case is disposed of.

**Sd/-**  
**(Nupur Banerjee)**  
**Member**