

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Double Bench of Mr. Naveen Verma, Chairman
& Mrs. Nupur Banerjee, Member

Case No. CC/521/2021

Manju Kumari.....Complainant
Vs

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

PROJECT: - PG Town Block F

ORDER

05-04-2022

07-04-2022

This matter was last heard on 22-02-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that she booked a Flat bearing No. 305 on 3rd floor in Block F in the project measuring 1300 sq. ft, the total consideration of which was Rs. 16 lacs. The complainant has stated that a memorandum of understanding was also executed between the complainant and the respondent company on 06.04.2018. The complainant has paid Rs. 14,96,230/- out of the total consideration amount through NEFT/RTGS on 31.05.2017, 01.06.2017, 02.06.2017, 27.06.2017, 20.10.2017 and 13.01.2018, SBI Cheque No. 571257 dated 25.04.2017, Cheque No. 571262 dated 30.10.2017 and Union Bank Cheque no. 019211 dated 30.10.2017 before the Memorandum of Understanding. The complainant has stated that upon query regarding the completion of the project and handing over of the possession, no satisfactory response was received from the respondent company. The complainant has also alleged that the respondent company has also not made efforts to refund the deposited amount to the complainant. It has been alleged that seeing the negligent attitude of the respondent company, the complainant negotiated with the respondent company and received a schedule for the refund of the amount without interest dated 10.04.2019. The complainant has alleged that due to this act of the respondent company, the complainant has suffered from mental agony and financial loss. Therefore the complainant has prayed for either handing over of the possession of the flat or refund the entire amount with interest @ 14% per annum from the date of deposit till the date of refund.

The complainant has placed on record memorandum of understanding dated 06-04-2018, KYC form, letter by the complainant dated 24.05.2018 to the Real Estate Regulatory Authority, cheque dated 25.04.2017 bearing no. 571257 amounting to Rs 3lakhs and its money receipt, illegible copies of money receipt no. 2185, 2186, 2219, 2752, money receipt no. 2189 for Rs. 1.50 lakhs, money receipt no. 2535 for Rs. 1 lakh dated 20.10.2017, cheque no. 571262 for Rs. 1.50 lakhs dated 30.10.2017 and its receipt no. 2543, cheque no. 019211 for Rs. 1.50 lakhs and its receipt no. 2544, copy of booking cancellation letter by complainant which has been duly acknowledged by the respondent on 27.03.2019 and copy of payment schedule.

Reply has been filed the respondent company submitted that the respondent company is 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. During the course of hearing, the complainant has orally submitted before the Bench that the complainant is not interested in the offer of the respondent company and has reiterated her request for refund with interest.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings and taking advances after the commencement of the Real Estate (Regulation and Development) Act, 2016. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016 and direction to initiate Suo motu proceedings against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016 have already been issued on the last occasion.

The Authority notes that it is the responsibility of the Directors of the respondent company to arrange the necessary resources to enable refund to the complainant and other aggrieved allottees. 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. 14,96,230/- 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 from the date of taking the booking within sixty days of issue of this order.

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

Sd/-

Nupur Banerjee
(Member)

Sd/-

Naveen Verma
(Chairman)