

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Hearing Before the Bench of Hon'ble Chairman, Mr. Naveen Verma, & Hon'ble  
Member, Mrs. Nupur Banerjee, RERA , Bihar**

**Case No. :-RERA/CC/828/2019**

**Rajendra Sah.....Complainant**

**Vs**

**M/s Agrani Homes Pvt. Ltd .....Respondent**

**Project: SURAJ SUMAN**

**Present : For Complainant: In person**

**For Respondent : Mr.Pravin Kumar, Advocate**

**02-12-2021**

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**06-12-2021**

**Order**

The matter was last heard along with the batch of cases before the double bench on 24.11.2021.

The case of the complainant is thathe booked a 3BHK flat of Super build up area 1245sq.ft in Block "A" of the said project namely Agrani Suraj Suman for total consideration of Rs. 39,51,440/- (Thirty nine lakhs fifty one thousand four hundred forty only) and has paid booking amount Rs 9,01,000 the details of payment as follows :-

Rs 5000 cash on13.04.2017 for which money receipt has not been attached but mentioned in schedule 3 of MOU, Rs. 1,00,000vide cheque no. 292723 dated 10.08.2017 for which money receipt no. 5984 dated 18.08.2017 was issued, Rs. 2,96,000 vide cheque no. 292725 dated 06.09.2017 for which money receipt no.6032 dated 12.09.2017 was issued, Rs. 2,00,000,Vide cheque no. 292726 dated 07.11.2017 for which money receipt no. 6132 dated 10.11.2017 was issued, Rs.50,000 Vide cheque no. 292727dated 06.01.2018 for which money receipt no. 5786 dated 12.01.2018 was issued, Rs.1,00,000 Vide cheque no. 292728 dated 22.03.2018 for which money receipt no. 6414 dated 23.03.2018 was issued, Rs.50,000 Vide cheque

no. 292729 for which money receipt no. 015 dated 20.04.2018 was issued and Rs.1,00,000Vide cheque no. 292732 dated 13.06.2018 for which money receipt no. 111 dated 15.06.2018 was issued, he further paid Rs.50,000Vide cheque no. 555736 dated 20.08.2018 for which money receipt no. 204 dated 23.08.2018 was issued.

MOU was executed on 01/09/2018. The complainant gave cancelation application to the respondent company on 19/08/2019 which was received by the respondent company on the same date. The complainant requests the authority to help in refund of the amount paid with interest.

The complainant has placed on cancellation application dated 19.08.2019,aadhar card of the complainant, money receipts dated 18.08.2017, 12.09.2017, 10.11.2017, 12.01.2018, 23.03.2018, 20.04.2018, 15.06.2018, 23.08.2018, MOU,and Know Your Customer form.

Perused the records of the case. No reply has been filed by the respondent company. The Bench notes that Mr. Alok Kumar, MD of the respondent company has attended all the previous hearings virtually except the hearing conducted on 24-11-2021 and orally authorized Mr. Pravin Kumar to represent the respondent company. A penalty of Rs. 10,000/- was imposed upon the respondent company for his non-appearance which has not been deposited by the respondent company.

In previous hearings, the MD of the respondent company submitted that a number of FIRs have been lodged against him by the landowner Manish Kumar with whom Mr. Alok Kumar later has entered into a compromise wherein the landowner is ready to return the amount of around Rs. 1 Crore to the company.

The Bench was also informed that the respondent company was unaware of the development agreement executed between landowner and M/s Hira Panna Infra Projects Pvt. Ltd and upon learning the same, the respondent company cancelled 2 agreements out of 4 agreements with the landowner.

The Bench has taken note of the submissions of the parties. A penalty of Rs. 20,000/- was imposed upon the respondent company vide interim order passed on 07.10.2021 for not furnishing copies of FIRs filed against the respondent company along with the compromise agreement with the landowner, which has also not been deposited till date.

The Bench observed that the liability to refund the amount to the allottees is upon the respondent company and it is for them to arrange the money from whatever sources they desire. It is apparent from the documents filed by the complainant that notwithstanding the fact that the project was not registered, the promoter went ahead with bookings and accepted payments in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suomotu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development ) Act, 2016.

After perusing the records and hearing the submissions of both the parties, the Bench hereby directs the respondent to refund the principle amount paid by the complainant 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 till payment within sixty days of issue of this order.

As far as the penalty of Rs. 30,000 (10,000 + 20,000) imposed upon the respondent company is concerned, the Bench notes that if the said amount is not paid within the period of 60 days as stated above, the same shall be recovered as arrears of land revenue as enumerated u/s 40(1) of the Act.

With these directions, the matter is disposed of.

Sd/-  
**Nupur Banerjee**  
**Member**

Sd/-  
**Naveen Verma**  
**Chairman**