

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

Case Nos. RERA/CC/930/2021

Mamta Sharma.....Complainant

v.

M/s Super City Builders Pvt. Ltd.....Respondent

Project: - MANNAT CITY

Present: For Complainant: Mr. Ishtiyaque Hussain, Advocate

For Respondent: Mr Sharad Shekhar Pathak, Advocate.

ORDER

21-1-2022

The matter was last heard on 10-01-2022.

The instant case has been filed by the complainant praying for giving direction to the respondent company to refund the booking amount paid against the flat no. plot no. C/77 along with compensation and 20% compound interest. The complainant booked a plot bearing Plot no. C/77, Type -1200 Sq.ft in the proposed project “Mannat City” situated at Mauza- Anandpur, Bihta in Bihta Tahsil & District-Patna which have been claimed to be situated on plot nos. 1778, 1779, 1780, 1783, 1784, 1785, 1786 & others bearing Thana No.36, total area measuring about 77355 square meters for which an agreement for sale was also executed on 13.07.2019. The complainant has submitted that the price of the plot was offered by the respondent company at the rate of Rs. 1235/- per Sq.ft and thus total consideration was Rs.14,82,000/-. The complainant has stated that he has paid Rs. 3,99,600/- till now and that out of 38 instalment, six instalments have already been paid through bank transfer on different dates. That an agreement for sale was thereafter executed on non judicial stamp paper as per which the possession of the said plot is to be handed over by July, 2022.

That the complainant has further stated that the respondent company have claimed in the Agreement for sale that they have land situated Mauza- Anandpur, Bihta in District-Patna on the aforesaid khata and khesra for which registration certificate has been granted by the Authority bearing RERA registration no. BRERAP00092-2/94/R-147/2018 on which sectors A,B,C,N, & P have been proposed to be developed. It has been averred that from bare perusal of the registration certificate, it would be evident that time of completion of the said sectors i.e. A,B,C,N, & P is from 29.08.2018 to 08.10.2022. That the complainant further came to know that respondent company has also sold various unapproved sector showing the same Khata and Khesra numbers which have been approved for sector sectors A,B,C,N, & P particularly in sector M which neither physically exists nor the same have been approved from the authority concerned. That the complainant also apprehends that the instalment against the said proposed sectors has been taken in separate account which is not a RERA approved account thereby violating section 3, 4, 5 and 12 of the Act. That it has further been alleged that from the documents submitted in the Authority by the respondent, it is apparent that map of the project Mannat City has been approved from the concerned Mukhiya although the brochure which has been submitted before the Authority shows 95 bigha land whereas the land is only 30 bighas.

The complainant has placed on record online payment details, agreement for sale dated 02.07.2020, registration certificate granted to Mannat City Phase III.

Reply has been filed by the respondent company along with demand letter dated 23.03.2021 issued by the company and confirmation letter for cancellation dated 01.07.2021. In its reply, the respondent company has submitted that the averment of the complainant that the possession is to be handed over by July 2022 is false as the possession is to be given by July 2023 which is mentioned on page 12 of the agreement for sale dated 02.07.2020. Denying the averment made in the complaint, the respondent company has stated that the registration certificate of the project has specifically mentioned the Khata, Khesra and boundary which is same as

mentioned in the agreement for sale. The respondent company has also stated that there is no major change of the allotment to the complainant. The respondent company has admitted that there are minor changes in nomenclature of the plots but the entire location, position Government survey number, plot number are genuinely intact as per approved sanctioned map.

The respondent company has also alleged that there has been failure on the part of the complainant in payment of two consecutive instalments as per clause 9.3 of the agreement for sale for which demand notice was also served to the complainant on 23-03-2021. Thereafter, when no response was received with respect to the payment, the respondent company cancelled the allotment which was communicated to the complainant through registered Indian Post.

The learned counsel for the complainant has also filed a rejoinder to the reply. In the rejoinder, the complainant has denied the entire averments of the respondent company and has submitted that false assurances were given to the complainant at the time of booking of the flat. The complainant has further alleged that the promoter had advertised that the project would be constructed on 95 big has of land whereas only 30 bigha of land has been used for the project. During the last hearing, the learned counsel had submitted that the name of the project is different and the bank account is also not the same as given in the records for registration and due to various shortcomings, the complainant withdrew from the project and now wants refund of his investment with interest.

The learned counsel for the respondent company has submitted is ready to refund the amount to the complainant and has also stated that the promoter is also willing to hand over the same plot that was mentioned in the agreement to sale, if the complainant desires.

The Bench observes that notwithstanding the fact that the respondent company has admitted that there are minor changes in nomenclature of the plots, and that the entire location, position

Government survey number, plot number are genuinely intact as per approved sanctioned map, the allegations levelled against it by the complainant may be examined by the Registration Wing.

Having heard the submissions of both the parties the Bench gave an opportunity to the complainant on the last date of hearing to clarify if he wants possession or refund has not been complied with within the stipulated time frame of 3 days although the complainant had prayed for refund of the amount paid with interest. The complainant has not informed the Bench about his willingness to take the possession as per the direction dated 10-01-2022.

The Bench hereby directs the respondent company to refund the amount of Rs.3,99,600/- 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 one year from the date of taking the booking till the date of refund within sixty days of issue of this order.

Sd/-
Naveen Verma
Chairman