

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Telephone Bhavan, Patel Nagar, Patna-800023.**

**Before the Bench of Mrs. Nupur Banerjee, Member**

**Case No. CC/344/2019**

**Tariq Husnain .....Complainant**

**Vs**

**M/s Aroma Developers Pvt. Ltd.....Respondent**

**Project: Tauheed Nagar City**

**For Complainant: In Person**

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

**ORDER**

**30/06/2022**

The matter was last heard on 23-05-2022.

The case of the complainant is that he had booked plot bearing plot no. 1084 in Phase III of Tauheed Nagar City project, developed by the respondent company and paid the total consideration money of Rs 3,66,000/-. He further submitted that after much persuasion, MD of the respondent company executed the sale deed on 06/09/2011 without giving him chance for prior check of the plots being registered and registered other plot instead of plot booked. He further submitted that after continuous persuasion, the respondent shown the plot which is away from the township being developed by them and is not suitable for house construction as it is surrounded by agricultural land from all four sides. He further submitted that his father on various occasion met M.D. of the respondent company and asked about rectification in the allotment and registration of another plot instead of booked plot but till date no action has been taken by the respondent in respect to that, Hence, the present case is filed for either registration of booked plot no.1084 or refund of the deposited amount of Rs.3.66 lakh with interest.

On 24-01-2020, respondent has filed reply stating therein that registration of plot has already been done on 06-09-2011 by executing absolute sale deed. It has been further submitted that the allegation of compliant regarding the different plot has been given instead of proposed one is vague and baseless and has submitted further that complainant has perused the sale deed and completely agreed to the terms and conditions stipulated and mentioned in the sale deed.

The complainant has placed on record money receipts dated 14-02-2011 for Rs.1,05,000/- and dated 19-12-2011 for Rs.2,20,000/-, totaling to Rs.3,25,000/-. Further the complainant has stated in complaint petition that Rs.35,000/- and Rs.6,000/- were paid in cash for registration and erection of pillar, however, respondent has not denied that during the course of hearing as well as in reply filed. The complainant has also placed on record Sale Deed dated 06-09-2011 and brochure issued by the respondent company.

During the last hearing on 23-05-2022, the complainant has submitted that the actual settlement is to be done. Last time nobody was present on the behalf of respondent. He further submitted that the project is not registered with the RERA.

Learned counsel for the respondent during the last hearing on 23-05-2022 has submitted that respondent is giving a cheque of Rs.3.50 lakh to the complainant Tariq Hussain but complainant has refused to take the same. Learned counsel for respondent has prayed during the last hearing that as they are offering the cheque today so from today onwards interest should not be further calculated in the present case.

In response to that Complainant further during the last hearing has submitted that according to him, the principal amount due is Rs.3.66 lakh, so he wants a cheque of the total principal amount. He also wants refund of interest which comes to around Rs.7 lakh and odd.

On the last date of hearing, the Bench noted that a cheque of amount of Rs.3.50 lakh was offered to complainant Mr. Tariq Hussain by respondent but complainant has refused to take and submit that he want the refund of full amount with interest. The Bench also observed during the last hearing that as the interest will be calculated up to last hearing date i.e. up to 23-05-2022.

In the light of submissions made, perusal of case records and considering that Sale Deed is executed in year 2011 but till date no development has been done as promised by the respondent at the time of booking and as per brochure issued, the Bench hereby directs the respondent company and their Directors to refund the principal amount deposited 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 plus two percent from the date of taking the booking to the date of last hearing i.e. up to 23-05-2022 within sixty days of issue of this order.

The Bench also directs complainant that after receiving the principal amount paid with interest settle with the respondent in the cancellation of Sale Deed.

With these directions, the matter is disposed of.

Sd/-

Nupur Banerjee  
Member