

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

Case No: RERA/CC/981/2020

Priya Chhabra

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Milky

27.09.2022

ORDER

This matter was last heard on 22.08.2022.

The case of the complainant is that she booked a flat in the project Agrani Milky on 30/03/2012. She paid Rs. 2,85,559/- and an Agreement for Sale was executed on 23.05.2012 for a total consideration of Rs. 13,63,200/-. According to the agreement, the flat was to be completed by January, 2014. The complainant has filed this matter for possession of flat or alternatively refund of paid consideration with interest and compensation.

The complainant has placed on record copy of agreement for sale dated 23.05.2012, Home Loan application dated 04.10.2012.

Reply has been filed by the respondent in which they have submitted that the allotment of the flat was cancelled as the complainant failed to pay the consideration amount as per the schedule even after serving legal notice dated 18.08.2012 for violating the terms of the agreement to sale. They have submitted that the complainant did not make any payment after the initial deposit of Rs 2,77,000/-

During hearing, the complainant submitted that she has paid Rs. 3,73,000/- to the respondent and also applied for home loan, but the loan was not sanctioned as the promoter failed to provide necessary documents. She also stated that banks are not giving loan as the promoter is blacklisted. She submitted that she has not received the cancellation notice.

On hearing dated 25/04/2022 the learned counsel for the respondent submitted that they are ready to refund the amount paid by the complainant.

The Authority notes that despite several opportunity was given to the complainant to file rejoinder to the reply of the respondent but she has failed to do so.

Perused the records. It is apparent that the allottee has not paid the entire consideration amount till date. The issue of banks not giving loan on the ground that the promoter is blacklisted, which happened in 2019 cannot be used as a defence for not paying her dues against the booking made in 2012. The allottee is obliged to make the payment as per the schedule in the Agreement to Sale.

It has been alleged by the respondent that she has not replied to the legal notice sent by them and has not refuted their contention that the allotment has been cancelled.

However, the promoter ought to have immediately refunded the principal amount along with applicable interest immediately after cancellation of booking. It is clear from the submissions made

by the respondent that they have not refunded her deposit as yet. The complainant has given two figures for the booking amount and the respondent has submitted yet another figure.

Having gone through the records, the Authority is of the view that direction for executing the deed of conveyance and handing over of possession cannot be given as the complainant has admittedly not paid the consideration amount.

The Authority, therefore, directs the respondent company and its Directors to refund the principal amount of Rs.2,85,559/- 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 six percent from the date of taking the booking till the date of refund within sixty days of issue of this order.

The complainant is at liberty to approach the Adjudicating Officer for her claim for compensation.

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

Sd/-

Naveen Verma
(Chairman)