

REAL ESTATE REGULATORY AUTHORITY, BIHAR

**Before the Double Bench of Mr. Naveen Verma, Chairman
& Mrs. Nupur Banerjee, Members**

Case No. CC/1459/2020,

Bachchan Devi.....Complainant

Vs

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

PROJECT: - PG Town, Block-D

ORDER

15.02.2022

17-02-2022

This matter was last heard on 20-01-2022.

The case of the complainant is that she had entered into Memorandum of Understanding dt.14-06-2017 for the booking of flat bearing Flat No. 304, measuring 1300 sq. ft., in Block- D of PG Town and had paid total amount of Rs.14.37 lakh under onetime payment scheme out of total consideration amount of Rs.15.75 lakh. Since no construction work was started by the respondent, the complainant applied for cancellation of the flat and requested for refund. The complainant has prayed for the refund of the deposited amount along with interest.

The complainant has placed on record money receipt dated 04-02-2017 for Rs.2.37 lakh, dated 05-01-2017 for Rs.6 lakh & Rs.5 lakh respectively and dated 30-12-2016 for Rs.1 lakh, totalling to Rs.14.37 lakh issued by the respondent company in respect of

payments made. Further, complainant has placed on record Memorandum of Understanding (MOU) dated 14-06-2017 and cancellation letter dated 21-08-2020.

The respondent has not filed any specific reply in this case. However, Mr. Alok Kumar, Managing Director of the respondent company was present on the last date of hearing and has not challenged the submission of the complainant and the facts are being admitted.

The Bench notes that the respondent has violated Section 3 of RERA Act, 2016 as the respondent was continuously advertising, marketing, booking, selling apartments/plots without registering the real estate project with RERA for which Suo Motu proceeding be initiated against the respondent company under Section 59 of the Real Estate (Regulation and Development) Act, 2016.

During the last hearing on 20-01-2022, learned counsel for complainant had reiterated the request for refund with interest and was not interested in the proposal offer by Mr. Alok Kumar regarding taking of plot/flat. Further he stated that if the respondent makes refund of the deposited money within 30 days, complainant is willing to forgo the interest.

The Bench had taken note of the submission of complainant and observed that if the respondent does not refund the principal amount within 30 days from this date, i.e 20.01.2022 interest will be payable.

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.14.37 lakh (Fourteen

Lakh Thirty Seven Thousand) to the complainant. If the principal amount is refunded by 19.02.2022 interest would not be paid. If the refund is not made within that date , the respondent would refund the principal 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)