

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mrs. Nupur Banerjee, Member

Case No. RERA/CC/1121/2021

Mahesh Kumar Rao

.....Complainant

Vs.

M/s Ghar Laxmi Buildcon Pvt. Ltd.

.....Respondent

Project: Income Tax Residency

ORDER

08.12.2022

This matter was last heard on 24.11.2022.

This matter has been filed for the possession of flat. The case of the complainant is that she had booked 3 BHK flat, bearing flat no. 103, In Block-C of Income Tax Residency earlier named as Aayekaar Vihar in 2015 and has paid Rs.1,11,000/- as total booking amount as demanded by respondent on different dates. He further submitted that subsequently, both the parties have entered into M.O.U. dated 08-04-2015 and further submitted that even after booking in 2015, the respondent on various occasions has demanded through letter to committee for payment from the allottees and also shown schedule of completion of work by

Sep, 2019 but till date, the builder has not handed over the flat by completing it in all aspect. Hence, this complaint.

The complainant has filed an I.A. amending his prayer for issuance of direction to the respondent to immediately execute the registered agreement with the complainant for the flat which was allotted by the promoter to the complainant in Block-A and thereafter execute registered sale deed.

The complainant has placed on record the money receipts and account statement showing the amount paid to respondent as alleged in complaint petition.

Perused the case record. The respondent has filed written statement denying the averments made in complaint petition and submits that complainant had paid Rs.1,11,000/- in two installments and thereafter failed to pay the further amount as per the installment in consonance to MOU and respondent has issued demand letter vide dated 30-08-2018, 03-09-2018 and replied letter dated 22.02.2020 for amicable settlement but despite of all efforts made by respondent went in vain and further submitted respondent unwillingly due to default in payment by complainant,

cancelled the booking and ready to refund the amount within three months.

On 26-05-2022, complainant has filed Rejoinder denying the averment of respondent made in written statement stating therein that complainant respondent has taken the booking of amount of Rs.1,11,000/- in lieu of the booked flat no.C-103, in 2015 and direction for executing registered sale agreement. It has been further submitted that all the communications brought on record by the respondent was made with the federation/welfare committee and no communication was made to complainant individually and further prayed for the possession of the flat.

Thereafter, the complainant has filed an affidavit stating therein that he has paid Rs. 1,11,000/- to the respondent and requested for refund with interest.

On the last date of the hearing the complainant requested for refund. The Additional Director of the respondent company was also present and has not challenged the contention of the complainant, hence the contention of the complainant is admitted.

After considering the documents filed and submission made, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs. 1,11,000/- to the complainant along with interest on the total paid consideration at the rate of marginal cost of fund- based lending rate (MCLR) of State bank of India as applicable for three years plus 3% from the date of taking booking till the date of refund within sixty days of issue of this order.

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

Sd/-

Nupur Banerjee
(Member)