

# **REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Single Bench of Mr. Naveen Verma, Hon'ble Chairman**

**RERA/CC/1219/2020**

**Sumit Kumar.....Complainant**

**Vs.**

**M/s Agrani Homes Pvt. Ltd...Respondent**

**PROJECT : "I.O.B Nagar Phase II"**

## **Order**

**9.06.2022**

This matter was last heard on 5.05.2022.

The case of the complainant is that he booked a shop in the name of his wife Mrs. Priyadarshani in the project "I.O.B Nagar Phase II" in 2012 and Paid Rs. 3,00,000 for which Agreement for sale was executed on 6/3/2013. On 14-12-2017 after mutual agreement between the complainant and respondent, the respondent transferred the booking in I.O.B commercial Block C1 and payment made for the flat in I.O.B Nagar Phase II was adjusted against the booking in I.O.B commercial Block C1. Subsequently in 2014 he booked another shop in the name of his wife Mrs. Priyadarshani and paid Rs.3,50,000. On 12-07-2016 after mutual agreement with the complainant, the respondent transferred the booking in I.O.B commercial Block C2, As the respondent failed to start the construction till date, the complainant has filed the present case praying for refund of amount paid with 18% compound interest.

The complainant has placed on record K.Y.C and receipts against payment of Rs.6,50,000

During the hearing held on 5.05.2022, the complainant submitted that he has paid Rs. 6,50,000/- in

two instalments for two commercial spaces and further reiterated his request for refund.

However, the Legal Representative of the respondent submitted that they are willing to offer alternative shops.

The complainant rejected the offer and reiterated his prayer for refund with interest

Perused the records. No reply has been filed by the respondent.

The Bench observes that the allottee has not sent any communication to the promoter regarding cancellation of booking. The Authority ought to be approached only after the promoter fails to respond to such communication. However, since the matter has already been heard, order is being pronounced.

Having heard the submission of both the parties the Bench hereby directs the respondent company and its Director to refund the principal amount of Rs. 6,50,000/- 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 four percent from the date of taking the 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/-

Naveen Verma

**(Chairman)**