

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

Mrs. Nupur Banerjee, Member

Case No: RERA/CC/1335/2020

Mr. Arvind Prakash Ranjan

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: IOB Nagar (Block – I)

ORDER

06.01.2022

14.01.2022

This matter was last heard along with the batch of cases before the double bench on 02.12.2021.

The fact of the case is that the complainant had booked a flat bearing no. 105 on 1st floor of the project IOB Nagar, Main Phase, Block- I by making total payment of Rs.28,34,049/- (Twenty Eight Lakh Thirty Four Thousand and Forty Nine Rupees Only) out of total consideration amount of the flat Rs.31,24,627/-. An agreement dated 21.02.2015 was entered into between the complainant and the respondent company and as per the agreement the flat was to be completed by December,2016 with 6 months grace period. Since there was no development/construction of the project, the complainant had send the cancellation letter on 23.09.2019 and asked for refund the amount paid with interest within 30 days but till now no refund has been made by the respondent. Therefore, complainant has prayed for refund of booking amount along with interest.

The complainant has placed on record a copy of registered deed of agreement for sale dated 21.02.2015 and complainant

had paid Rs.8,00,000 as advance at the time of booking, an account statement of State Bank of Indian, Patna for the period between 24.04.2015 to 29.01.2020, showing the transaction dated 01.07.2015 for Rs.5,81,156, for which receipt no. 013 issued by the respondent, dated 19.12.2015 for Rs.2,90,578, dated 23.08.2016 for Rs.2,90,581, dated 26.12.2016 for Rs.2,90,578 for which receipt no.5341 issued by the respondent, dated 15.06.2017 for Rs.2,90,578 and dated 22.04.2019 for Rs.2,90,578, totalling to Rs.20,24,049 in respect to payment made to respondent company, a arrangement letter dated 18.05.2015 showing Home Loan sanctioned of Rs.24,80,957/-.

Perused the records of the case. The respondent has not filed any written reply.

During the last hearing dated 02.12.2021 complainant has orally submitted that he wanted possession instead of refund. The Bench directed the complainant to file an affidavit within two weeks amending the relief sought in his complaint petition from refund to possession.

The Bench notes that the complainant has filed an affidavit dated 28.12.2021 in which he expressed to amend his earlier prayer made in his complaint before the Authority from refund to possession of the flat.

On the last date of hearing dated 02.12.2021 learned counsel Mr. Rakesh Kumar, representing association of allottees supported the contention of Mr. Alok Kumar, M.D of the respondent company in his affidavit of 25-11-2021.

The MD further submitted that they had changed the bank account and had opened new account in ICICI Bank, Boring Road branch in Nov, 2021. The Bench noted that as no one opposed the submissions the respondent was directed to file an application as prescribed with bank statement so that outstanding balance should be transferred to new account before the Registration Wing informing that they have

separated the account detail of 'I' block as per the direction of Full Bench.

Further, the Bench directed the respondent to file certified ledger account as of 01st November, 2021 pertaining to 'I' block and also inform the registration wing of the same and on the submissions of same, the Registration Wing will notify the new account on the website. The Bench also directed the respondent to hand over the possession of flat to complainants within 6 months and in case of default, they would be liable to pay Rs.10,000/- for each day of default.

On the plea of relaxing restriction on the sale of unsold flats, the Bench observed that its direction to Mr. Alok Kumar, MD of the respondent company to file specific affidavit with the submissions regarding list of unsold flats and also the flats in respect of which registration is pending; a bar chart explaining how construction will be completed within 6 months; and a complete list of sold and unsold flats within 2 weeks have not been complied with by the respondent company. Therefore a token penalty of Rs 25,000 (Twenty Five Thousand Only) is imposed upon the respondent company for violating the directions of the Bench to be paid within a week of issuance of the order.

Having heard the submissions of both the parties the Bench hereby directs the allottee would make the balance payment of the consideration amount to the promoter who would then complete the flat and hand over possession to the complainant. The Bench reiterates its previous direction to the respondent company and their Director to hand over the possession of flat to complainant within 6 months and in case of default, they would be liable to pay Rs.10,000/- for each day of default.

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

Sd/-

Sd/-

Nupur Banerjee
(Member)

Naveen Verma
(Chairman)