

REAL ESTATE REGULATORY AUTHORITY, BIHAR

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

Case No. CC/1874/2020,

Pravesh Kumar Verma.....Complainant

Vs

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

PROJECT: - PG Town, Block-B

ORDER

04-02-2022 This matter was last heard on 20-01-2022.

The case of the complainant is that he had enter into Memorandum of Understanding dt.27-08-2019 for the booking of flat bearing Flat No. 208, measuring 1300 sq. ft., in Block- B of PG Town and had paid total amount of Rs.12.50 lakh out of total consideration amount of Rs.17 lakh in various instalments on different dates. He further submitted that since, the respondent has not handed over the possession of flat within stipulated time as per MOU, the complainant has send legal notice through his lawyer on 11-06-2020,asking for the refund of the deposited amount. He further submitted that respondent through reply notice dated 29-06-2020 had assured the complainant that the amount will be refunded after the cancellation process but till date no refund has been made

by the respondent company and requested to direct the respondent to refund the deposited money with interest and compensation.

The complainant has placed on record money receipts dt.12-10-2017 for Rs.80,000/-, dt.17-10-2017 for Rs.50,000/- & Rs.1,70,000/-, dt.21-10-2017 for Rs.2,00,000/-, dt.09-01-2018 for Rs.1,00,000/-, dt.23-06-2018 for Rs.1,00,000/-, dt. 30-08-2018 for Rs.1,00,000/-, dt.07-10-2019 for Rs.75,000/-, dt.05-02-2019 for Rs.25,000/-, dt.30-05-2019 for Rs.50,000/-, dt.19-08-2019 for Rs.3,00,000/- totalling to Rs.12.50 lakh, issued by the respondent company in respect of payments made. Further, complainant has placed on record Memorandum of Understanding dt.27-08-2019, legal notice dt.11-06-2020 and reply notice dt.29-06-2020.

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.

During the last hearing on 20-01-2022, complainant had submitted that in October, 2017, the complainant had booked a flat and paid Rs.5 lakh and again in 2019 paid Rs.7.5 lakh and thus a total sum of Rs.12.50 was paid to the respondent against total consideration. He further submitted that he is an ex- serviceman and invested his entire savings and agreement was executed in 2019 with the assurance that by January, 2020 the flat would be handed over to him. He further states that he is paying Rs.10000 as rent per month.

The complainant further submitted during the last hearing that his prayer was for refund with interest, but if the respondent refunds his deposited money within 30 days, he is willing to forgo the interest. He stated that he is not interested in the offer by the respondent regarding taking of land/plot

The Bench during the last hearing had directed the respondent to refund the principal amount within 30 days i.e. by 21.2.2022, failing which interest will be payable.

The Bench notes that the respondent has not complied with the direction given on the last hearing dated 20.01.2022.

The Bench also 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. The Bench also observes that the application of registration of Project “PG Town” has been rejected by the Authority by order dated 02.09.2021.

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.12.50 lakh (Twelve Lakh Fifty Thousand) 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 two years from the date of taking the booking within sixty days of issue of this order. The complainant is at liberty to press the claim for compensation before the court of A.O.

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

Naveen Verma
(Chairman)

Nupur Banerjee
(Member)