

REAL ESTATE REGULATORY AUTHORITY, BIHAR
Before the Double Bench of Mr. Naveen Verma, Chairman
& Mrs. Nupur Banerjee, Member

Case No. CC/714/2019

Nidhi Srivastava.....Complainant

Vs

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

PROJECT: - PG-2

ORDER

20-01-2022 This matter was last heard on 06-01-2022 along with the batch of cases before the Double Bench.

The case of the complainant is that she booked a 3 BHK Flat bearing No. 303 measuring 1626 sq. ft. and paid full and final amount of Rs.16 Lakhs by cheque. The complainant has stated that Mr. Alok Kumar, Director signed and delivered a Memorandum of Understanding dated 22.03.2018 to the complainant. The complainant has stated that against payment of Rs. 16 lacs, two money receipts bearing no. 314 of Rs. 12 lacs and 320 of Rs. 4 lacs were issued by the respondent company. The complainant has stated that she along with her husband Sri Krishna Bihari approached Mr. Alok Kumar for the execution of the registered agreement to sale along with stage wise project completion schedule and all the requisite documents related to the said project but Mr Alok Kumar refused to execute the agreement stating that the given MoU is invalid. Later the complainant requested the respondent company to refund the amount paid with interest rate on fixed deposits, the request was also turned down. Therefore the complainant has prayed for refund of the entire amount with interest at the rate of fixed deposits.

The complainant has placed on record Memorandum of Understanding dated 22.03.2018, money receipts no. 314 and 320.

The respondent has not filed any specific reply in this case but during the course of hearing on 06-01-2022, Mr. Alok Kumar, MD of the respondent company submitted that the respondent company is ready to offer plots to the complainant in Prakriti Vihar project. However his proposal was not accepted by the complainant who reiterated her request for refund with interest.

It is apparent from the record that notwithstanding the fact that the project was not registered, the promoter went ahead with new bookings in 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. Suo motu proceedings may be initiated against the respondent company under section 59 of the Real Estate (Regulation and Development) Act, 2016.

The Bench recalls that the registration of the Project- Prakriti Vihar has been rejected by the Authority. During the last hearing, the respondent company orally sought permission from the Authority to sell the plots in Prakriti Vihar Project and arrange money to refund the amount to the complainant and other allottees. Accordingly the respondent company was advised to submit a written application in this regard. The Managing Director of the respondent company was also directed to arrange the resources to make refund to the complainant.

The Bench notes that, a petition has been filed on 14-01-2022 on Rs. 10 stamp paper duly notarised wherein Mr. Alok Kumar has made certain prayers and also mentioned about various other projects. In the petition, on page 9 under the heading “Agreement and Registry Fund”, Mr. Alok Kumar has stated that registration of some flats are pending as it was restrained by an order of the Authority. Mr. Alok Kumar has given on oath to pay Rs. 63 lacs to the Authority after the ban on registration is revoked by the Authority. Mr. Alok Kumar has also furnished list of vacant flats in different projects and has sought permission from the Authority to sell these flats and pay money to the aggrieved allottees.

The Authority notes that it is the responsibility of the Directors of the respondent company to arrange the necessary resources to enable refund to the complainant and other aggrieved allottees. Taking into consideration the prayer of Mr. Alok Kumar regarding lifting of ban on registration, the Authority decides to consider the matter on case to case basis , only in respect of projects where there are no complaint cases pending, on the condition that the amount received after registration would be deposited in RERA for making further payments to the aggrieved allottees. In so far as sale of vacant flats are concerned, the lien taken by the Authority can be lifted on case to case basis , but such sale shall be duly monitored by the Authority, and would be considered only in respect of projects where there are no complaint cases pending, on the condition that the amount received after registration would be deposited in RERA for making further payments to the aggrieved allottees. The respondent company shall initially receive the consideration amount of the flats and will then transfer the same to the Authority for purpose of releasing it to the aggrieved allottees.

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.16 lacs 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.

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

Sd/-

Nupur Banerjee
(Member)

Sd/-

Naveen Verma
(Chairman)