

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

Case No. CC/855/2019

Sarvesh Chandra Mishra.....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 he booked a 3BHK Flat on 2<sup>nd</sup>Floor measuring 1626 sq ft in the project, the total consideration of which was Rs. 24,64,000/- . The complainant has stated that a Memorandum of Understanding dated 22.01.2018 was executed with the complainant. The complainant has further stated that out of the total consideration amount, the complainant has paid Rs 22,45,000/- as mentioned in the agreement and against which 3 money receipts dated 2-12-2017, 29-12-2017 and 17-3-2018 were issued by the company of Rs. 22,40,000/- only. The complainant has alleged that even after lapse of so many years, neither the project has been registered with the Authority nor any work has been initiated at the site. Therefore the complainant has prayed for refund of the entire amount with 18% interest.

The complainant has placed on record Memorandum of Understanding dated 19.08.2018, KYC form and money receipts of Rs. 22,40,000/-.

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. Although the complainant was absent during the last hearing, a letter has been filed by the complainant after the hearing reiterating his request for refund with interest.

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 the purpose of releasing it to the aggrieved allottees.

The Bench observes that the project has not been registered with the Authority and the respondent company has been receiving payments even after the commencement of the Act. The respondent company has violated section 3 of the Real Estate (Regulation & Development) Act, 2019 for which suo moto proceedings be initiated against them.

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. 22.45 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 three 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)**