

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Double Bench of Mr Naveen Verma, Chairman,  
& Mrs Nupur Banjerjee, Member**

**Case No. RERA/CC/862/2020**

**Rachana .....Complainant**

**Vs**

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

**Project: Crystal Avenue & Daffodils City**

**ORDER**

**30-06-2022**

The matter was heard on 24.02.2022 and listed for orders on 13.04.2022. However, the order could not be passed and subsequently the matter was again listed on 23.06.2022 before the Double Bench and put up for order today.

The case of the complainant is that she booked a plot in Crystal Avenue and a flat in Daffodils City. The complainant has stated in her complaint that in Crystal Avenue, booking was made 15.05.2018 for a total consideration of Rs. 28,80,000/- out of which she paid Rs 8.9 lakhs to the respondent company vide two cheques dated 19.05.2018 and 30.05.2018. The complainant had also booked a flat on 30.10.2018 in Daffodils City bearing flat no. 302 in Block E on 3<sup>rd</sup> Floor, the total consideration of which was Rs.25,76,000/-. The complainant has paid a sum of Rs 1 lakhs for the flat 25.10.2018. The allegations of the complainant are that after a lapse of one year from the date of booking, she learnt that no development has taken place in both the projects and therefore, she sent cancellations letters dated 29.03.2019 in respect of both the bookings and requested the respondent to refund the deposited amount. Both the cancellation letters were duly acknowledged but the respondent has refunded only Rs. 2.50 lakhs with respect of the plot in Crystal avenue and Rs 50,000/- with respect to the flat in Daffodils City. The complainant has alleged that remaining amount of Rs. 6.40 lakh and Rs 50,000/-

are yet to be refunded to the complainant respectively. Therefore the complaint has been filed praying for refund of the remaining principal amounts with 24% interest and additional penalties.

Perused the records of the case. The respondent company has not filed any written reply. However, Mr. Satwik Singh, Legal Representative of the respondent company was present on the last date of hearing along with his learned counsel. The respondent company has not challenged the contention of the complainant and the facts are being admitted.

It is apparent from the documents filed by the complainant that notwithstanding the fact that the project –Daffodils City was not registered, the promoter went ahead with new bookings in the year 2018. This is a blatant violation of Section 3 of the Real Estate (Regulation and Development) Act, 2016. This matter may be included in the suo motu proceedings against the respondent under section 59 of the Real Estate (Regulation and Development) Act, 2016.

During the course of hearing, the Bench observed that the evidence of payment of Rs 8.90 lakhs only was filed by the complainant but she had orally submitted that she has paid a sum of Rs 9.90 lakhs to the respondent company for the plot in Crystal Avenue.

The Bench has also observed that although the complainant has filed the case before the Authority in Form M, but the online complaint is addressed to the Adjudicating Officer. The complainant was given an opportunity to rectify the defect but no such petition has been filed by the complainant as yet. Therefore the order will be passed basis the documents available on record and in the interest of justice.

It is further observed that the complainant has made bookings in two different projects but has filed a single complaint before the Authority. The aggrieved parties are directed to adopt the practice of filing separate complaints if the subject matter of dispute is different for the ease in execution of their orders.

The Authority, after perusing the record and submissions of the parties, directs the respondent company and their Directors to

refund the remaining principal amount of Rs. 6,40,000/- with respect to plot in Crystal Avenue and a sum of Rs 50,000/- with respect to the flat in Daffodils City to the complainant along with interest on such amount 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 deposit to the date of refund within sixty days of issue of this order.

**Sd/-**  
**Nupur Banerjee**  
(Member)

**Sd/-**  
**Naveen Verma**  
(Chairman)