REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Full Bench of Hon'ble Chairman, Mr. Vivek Kumar Singh & Hon'ble Members Mrs. Nupur Banerjee & Mr. S.D. Jha, RERA Bihar.

RERA/CC/321/2023

RERA/AO/37/2023

Vinod Kumar Singh ... Complainant

Vs

M/s Abhi Homes Pvt. Ltd.

.....Respondent

Project: AMBA TOWER

Present:For the Complainant: In person

For the Respondent: Absent

OR DER

<u>19.06.2024</u> Hearing taken up. The complainant appears in person, whereon the respondent is absent.

The case of the complainant is that complainant has purchased Flat No..A-307, in Block-C in Project Amba Tower and paid total amount of Rs.10 lakhs. He further submitted that a Memorandum of Understanding dated 30-05-2019 has been executed where the amount of Rs.7,75,000/- was mentioned. He also submitted that Rs.2,25,000/- was paid against flat in another project which was later on promised by the respondent that same will be adjusted against this flat. He further submitted that cancellation letter dated 04-09-2022 was sent to the respondent but respondent failed to return the paid consideration amount. Hence, he filed complaint seeking refund along with interest.

The complainant has filed further the supplementary petition stating therein that he has paid Rs. 10,49,000/- to the respondent on different dates from 09.12.2018 to 31.12.2019 against said booking of flat. He requests for refund of the said money along with interest. The complainant further had filed a cancellation letter dated 04.09.2022 addressed to the respondent and submitted that the respondent has cancelled the booking of the flat of the complainant which has been fully acknowledged by the complainant.

The complainant has placed on record the details of payment made to respondent by Supplementary Petitions dated 05-02-2024 and 20-04-2024.

The respondent has filed petition on 09-05-2024 stating therein that as per the record, the complainant has paid Rs.9,75,000/- only against the booking and any excess amount as he is claiming should be substantiated by the money receipts issued by the respondent.

The Authority takes the note of cancellation letter dated 04-09-2022 where the complainant has mentioned about total booking amount as Rs.10 lakh whereas in trail mails placed on record by complainant, the amount which to be refunded to complainant after cancellation is Rs.9,75,000/- which complainant has never disputed with respondent in trail mails. Moreover, the complainant has also not placed on record any evidence substantiating his claim for refund of 10.49lakh. Hence, considering the evidence placed and material available on the record, the Authority hereby directs the respondent and its Director torefundtheprincipalamountofRs.9,75,000/-to the complainant along with interest within sixty days dissue of this order. The rate of interest payable by the promoter shall be at two percent above the prevalent Prime Lending Rates of the State Bank of India on the date on which the amount becomes due till the date of payment.

The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

With the aforesaid observations and directions, this case is disposed of.

Sd/-	Sd/-	Sd/-
S.D. Jha	Nupur Banerjee	Vivek Kumar Singh
Member	Member	Chairman