

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR
Before the Single Bench of Mrs. Nupur Banerjee, Member

Case No: RERA/CC/679/2019

Gudia Devi

...Complainant

Vs.

M/s Agrani Homes Real Marketing Pvt. Ltd.

...Respondent

Project: Agrani P.G. Town

21/03/2023

ORDER

In this matter, the complainant has booked a flat in Agrani P.G. Town situated at Mauza Sarari, P.S. Danapur, District Patna for which a Memorandum of Understanding was made between the complainant and the respondent company on 23.11.2016 and she has paid Rs.14,35,407/- and service tax of Rs.64,593/- through different cheques. It is further stated that the project has not been started till date, even not a single brick is there. She has prayed to direct the respondent either to allot same measurement of flat or to refund the money with interest.

The complainant has placed on record the copy of the MOU and the money receipts.

Perused the record.

In the light of the previous direction a petition has been filed on behalf of the respondent stating that the respondent has contacted the complainant and has offered for alternative plot at Parmanandpur, Sonapur by way of settlement or to continue with the present booking till completion of the project within 36 months but the complainant is not interested with the said offer.

A petition u/s 37 read with Regulation 12(6) of the RERA Act, 2016 has been filed on behalf of the respondent to recall the interim order dated 10.02.2021 passed by the Double Bench.

In the light of the order dated 26.04.2022 an affidavit has been filed on behalf of the complainant stating that no offer was received by the complainant and she is interested to take flat at IOB Nagar- PG1 & PG2. She has also prayed that the respondent be directed to pay statutory interest for every month of delay as per section 18 of the RERA Act.

In compliance of the order dated 16.01.2023 an affidavit has been filed on behalf of the complainant regarding cancellation of agreement enclosing a copy of the cancellation letter dated 30.01.2023 sent to the respondent company in which he has also prayed for amendment of the prayer for refund of the amount paid with interest.

On the last date of hearing the complainant reiterated her prayer for refund with interest.

The Bench notes that despite several opportunities the respondent failed to appear before the Bench so, order is being passed on the basis of documents available on record.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the consideration amount paid by the complainant in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.15.00 lakh to the complainant along with interest at the rate of marginal cost of fund-based lending rate (MCLR) of State bank of India as applicable for three years plus 3% interest from the date of taking booking till the date of refund within sixty days of issue of this order.

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

Sd/-
Nupur Banerjee
(Member)