

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

Hon'ble Member Mr. S.D. Jha, RERA, Bihar,

RERA/CC/475/2023

Pawan Kumar Agrawal Complainant

Vs.

M/s Sarvodaya Marketing Pvt. Ltd.Respondent

For the complainant: In person

For the Respondent: Ms. Kriti Suman, Advocate

Project:- SARVODAYA CITY, BLOCK - D

ORDER

23.07.2024 Hearing taken up. The complainant appears in person through virtual mode. Ms. Kriti Suman, Advocate, appears for the respondent without Vakalatnama. She assures to file the same today itself. She has filed the same online. Office is directed to procure original stamped Vakalatnama from the respondent's counsel and keep on the record.

2. The complainant submits that he had entered into an Agreement For Sale with the respondent to purchase Flat no.801 in Block -D of 1395 sq. ft. on 8th floor in the project " Sarvodaya City, situated at Khagaul Road Danapur, Patna, on consideration amount of Rs.27,93,488/- out of which he paid Rs.14,39,026/-. The flat was to be handed over on or before January, 2016 with a grace period of six month but the respondent – promoter neither handed over possession of the flat within the time granted nor refunded his money in spite of demand made by him vide letter dated 24.06.2023. Lastly, he submits that he wants refund of his entire amount of Rs.14,39,026/- along with interest as applicable in the Rules as requested in his mail dated 18.07.2024 that the amount should be deposited in his Account no.36817172976 (IFSC SBIN0006866) maintained with the State Bank of India.

3. Learned counsel for the respondent submits that the respondent – promoter is willing to refund the money of the complainant, for which she requests for long period of time as the

respondent is facing financial crunch, to which the complainant submits that he is in dire need of money due to death in his family.

4. Perused the record. The Authority observes that the respondent – promoter neither honoured the commitment made to the complainant of handing over possession of the flat within the specified period of time nor is refunding his money in spite of cancellation letter sent by the complainant to him. Considering the hardship being faced by the complainant and also the indifferent and non-cooperative attitude of the respondent – promoter in not refunding money in spite of cancellation letter sent to him for refund of his money, the Authority is left with no option but to dispose of this case and, accordingly, this case is being disposed of today.

5. In the backdrop of the submissions made on behalf of the complainant as well as the respondent's counsel and on going through the material available on the record, the Authority directs the respondent - company and its Managing Director Mr. Devendra Narayan Singh to refund the principal amount of Rs.14,39,026/- to the complainant along with interest within sixty days of issue 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.

6. The complainant is at liberty to press the claim for compensation, if any, before the Adjudicating Officer, RERA, as per the provisions of the RERA Act, 2016.

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

**Sd/-
S.D. Jha,
Member**