

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Full Bench of Mr Naveen Verma, Chairman,
Mr R.B. Sinha & Mrs Nupur Banjerjee, Members

RERA/CC/455/2019;RERA/CC/457/2019;RERA/CC/520/2019;RERA/C
C/665/2019;RERA/CC/915/2020;RERA/CC/916/2020;RERA/CC/354/20
19;RERA/CC/456/2019;RERA/CC/716/2019;RERA/CC/951/2020;RER
A/CC/1169/2020;RERA/CC/289/2019;RERA/CC/683/2019;RERA/CC/7
20/2019;RERA/CC/817/2019;RERA/CC/910/2020;RERA/CC/911/2020;
RERA/CC/912/2020;RERA/CC/1060/2020;RERA/CC/1093/2020;RERA
/CC/1538/2020;RERA/CC/80/2021;RERA/CC/81/2021;RERA/CC/98/20
21;RERA/CC/104/2021

Anju /Archana Singh/ Rashmi Jha / Satendra Kumar Yadav / Archana
Kumari Sinha / Mithilesh Kumar / Dinesh Prasad Gupta/ Sita Devi / Ram
Prawesh Paswan / Raj Kumar and Daijee Kumari / Kanti Devi Mr.
Barun Kumar Jha/ Biresh Kumar/ Saheb Lal Singh/ Smita Kumari/
Vikash Kumar Sinha/ Rajiv Ranjan Prabhakar/ Ashish Kumar/ Babita
Sinha/ Sumit Kumar/ Urmila Gupta / Sneha Kumari/ Satish Kumar
Sinha/ Dolly Singh/ Azad Ahmad
.....Complainants

V.

M/s Agrani Homes Pvt. Ltd.....Respondent

Present: For Complainants : In person

Mr. Punit Kumar, Adv (RERA/CC/354/2019)

Mr. Kunal Kishore, Adv(RERA/CC/520/2019)

For Respondent : Alok Kumar, MD

06-09-2021

HEARING THROUGH VIDEO CONFERENCING
PROCEEDING

Project: Agrani Impulse Enclave

Hearing taken up. Mr. Punit Kumar and Mr. Kunal Kishore learned
counsel for the complainant and other complainants in person and Mr. Alok
Kumar, MD the respondent of the company are present.

BLOCK-A

RERA/CC/455/2019- Ms. Anju Kumari is not present, **RERA/CC/457/2019;** Mr. Shashi Bhushan Singh H/O Archana Singh submits that in 2013, they had paid amount of ₹.14,33,260/- under one time payment scheme. He further states that the respondent has wrongly submitted before the Authority that he had paid ₹.8,00,000/- (Eight Lakh Rupees)only. He claimed that the Respondent company has neither constructed the project nor refunded the deposits. He says that the promoter is delaying the refund of the money unnecessarily.

The Bench further enquired about the dispute about the deposit made by the allottee from the promoter to which, Mr Alok Kumar, MD of the Respondent company states that there would be no dispute as all payments have been received through cheques/online transaction. He agreed to check his records and confirm it. The Complainant further prayed before the bench to direct the respondent to confirm the figures of Rs 14, 43,260 as its clearly stated in the MoU executed by the promoter.

The respondent admits that there may be typing error and it will be rectified and confirmed soon.

RERA/CC/520/2019; Mr. Kunal Kishore learned counsel for the complainant submitted by the way of suggestion that Authority may form a monitoring committee for the valuation of the property. He further submitted that UP-RERA has formed such monitoring committee for better assessment of the land value and the sale process.

RERA/CC/665/2019; Mr. Satendra Kumar Yadav submits that he had paid the amount ₹.14, 43,000/- in 2013 as one time payment and prayed for the refund of the amount with the interest.

The Bench enquired from the promoter whether the land-owner has agreed to return the amount of nun if the development agreement is cancelled. The respondent submitted that landowner name is Bhagwandas and he may get money around ₹90,00,000 (Ninty Lakhs Rupees).

RERA/CC/915/2019; Mr. Ranjeet Kumar (Husband of Archana Kumari Sinha) submitted that he had paid the amount ₹.14, 43,260/- and prayed for the refund of amount with the interest.

RERA/CC/916/2019; Mr. Mithilesh Kumar Singh submitted that in 2013 he had paid the amount ₹.14, 43,260/-and prayed for refund of the deposit along with interest.

Some of the complainants submitted that the respondent have been adopting evasive tactics for quite some time and that they are not getting the reliefs that they had expected from RERA. The Authority observed that a number of opportunities have been given to the promoter to make the refunds. The

Authority has passed orders in some cases where the promoter has himself withdrawn the project and directed the respondent company to make the refund with interest within sixty days. In the event of the direction not being implemented the complainants are free to file a case for execution case where action can be taken under section 40(1) & (2) of the Act. RERA have same powers as under order XXI Rule 36 of The Code of the Civil Procedure, 1908.

In some other cases the Authority has observed that the complainants have also filed criminal cases and the concerned promoters are able to get bail only when they start payment to the allottees.

The Authority also pointed out that in another matter the Director of the respondent company had agreed to transfer funds from other sources. It reminded the promoter about the settled principle of Real Estate (Regulation and Development) Act 2016 that the 70% of the amount must be spent for the real estate project in UP but 30% can be made available by the promoter to clear the dues of allottees in Bihar .

The Authority expressed its displeasure over the conduct of the promoter and noted that the order dated 05.07.2021 has not been complied by the respondent so far. The Authority further observed that as per the order dated 5th July 2021, penalty is payable from 12 July 2021 for each day of delay.

The Authority imposes an additional penalty of ₹ 1 lakh per day for each day of delay starting from this hearing. The Authority noted that all the bank Statement from 2011, i.e. the date of incorporation of the company and ITR filing records of all directors (Past and present) from the beginning and requisite documents could have been submitted by the respondent at the earliest.

BLOCK-B

RERA/CC/354/2019; Mr. Punit Kumar; counsel for the complainant submitted that he booked the flat in 2013 and had paid the amount ₹.17,52,305/- and till date received refund of ₹.5,00,000/- (Five Lakh Rupees) and prayed for the refund the remaining principal amount with interest. He further submitted that the application for registration of project Agrani Impulse Enclave has been withdrawn by the promoter/ respondent Mr. Alok Kumar from the Authority. Hence the respondent should refund their deposits. He claimed that several FIRs have been filed against promoter and warrants for his arrests have been issued against him. The Bench directed that copies of FIRs , if available be made available to the Authority.

RERA/CC/456/2019; No one appeared on behalf of the complainant.

RERA/CC/716/2019; Mr. Ram Prawesh Paswan submits that on 21.08.2013, he had paid the amount of ₹.14, 43,260/- as one time payment and prayed for the refund of amount with interest.

RERA/CC/951/2020; Mr. Raj Kumar and Daijee Kumari submit that they had booked flat no-103 in Block B, Impulse Enclave on 12 .08.2013, paid amount of Rs14, 43, 260 by cheque. They also submit that deed with landowner named Jai Prakash Singh and Shailendra Singh was executed and not in the name of Bhagwandas as claimed by the respondent. They also claimed that the same flat 103 was sold to some another person and prayed for the refund of amount with interest.

RERA/CC/1169/2020; Mr. Rakesh Singh, (Son of Mrs. Kanti Devi) submitted that in year 2013 he had paid the amount of ₹. 14,43,260/- through RTGS and prayed the bench to refund the whole amount with the interest.

Patliputra Enclave

RERA/CC/289/2019; Mr. Barun Kumar Jha, complainant submitted that he had booked the flat in the year 2018 and had paid the amount of ₹ 6, 75, 000 (6.75 lakh)and project had not been completed. The complainant was therefore forced to withdraw from the project by the way of cancellation and prayed for the refund of his amount along with the interest. Further, he informed that received two cheques for ₹1,00000 (One Lakh) each, and in March 2021 again received a refund for ₹ 3,37,500 from RERA and the balance amount of ₹ 1,37,500 is still remaining to be refunded.

He also mentioned that as per the affidavit filed by the promoter the development agreement has been cancelled and wondered where the money went and how would the respondent refund the amount. Mr Alok Kumar, Director of the respondent company refuted this submission.

RERA/CC/683/2019; Mr. Biresh Kumar, complainant submitted that he paid the amount ₹9,00000/- (Nine Lakh Rupees) and prayed for the refund of whole amount along with the interest.

RERA/CC/720/2019; Mr. Saheb Lal Singh, complainant prayed for the refund of whole amount of Rs 16 lakhs along with the interest which he had paid from his retirement dues in 2015.

RERA/CC/817/2019; Mrs. Smita Kumari, complainant's husband submits that he had booked the flat in the year 2015 and had paid the amount of ₹ 16, 06, 187. He further prayed the bench that all the Board of Directors of the respondent company must be directed to appear before the Authority as he needed the money for his mother's surgery.

RERA/CC/910/2020; Mr. Vikash Kumar Sinha , complainant submitted that he booked the flat no- 102 in the year 2017, and had paid the amount of ₹ 4, 00000 (Four Lakh Rupees)and project had not been completed. The complainant found in this circumstance, withdraws from the project by the way of cancellation and claims the refund of his amount along with the interest at the earliest as the complainant is still paying the loan interest with the bank .

RERA/CC/911/2020; Mr. Rajiv Ranjan Prabhakar, complainant booked the flat in year 2017 and had paid the amount of ₹ 3,25,000/- and prayed the refund of his amount along with the interest.

RERA/CC/912/2020;Mr. Ashish Kumar, complainant submitted that he booked a 2BHK flat with flat no- 104 on 20.9.2017 and had paid the amount of ₹ 3, 00,000 (Three Lakh Rupees). Since then upto the year 2019, no development/ construction work started, and the was yet to take off, he withdrew from the project by the way of cancellation petition on 23.06.2019. At that point of time, respondent's sister being one of the directors of the company assured the complainant (Director- Ms Alka Singh) that the refund of the amount will be initiated soon but no such refund has been made so far; and prayed the refund of his amount ₹3 Lakh along with the interest. He requests that all directors of the company should be directed to remain present in the hearing.

RERA/CC/1060/2020; Mrs. Babita Sinha, complainant submitted that she booked her flat in November 2017 and had paid the amount of ₹ 6,00000 by the cheque. Since then no development of the project took place, she applied for the cancellation of flat in 2019 and requested for the refund of the money along with the interest.

RERA/CC/1093/2020; Mr Sumit Kumar's wife submits that on 24.05.2017 he had booked a two flats with flat no 303& 304 and paid the amount of ₹5,00,000 (Five Lakh Rupees) and prayed before the bench for the refund of whole amount with interest.

RERA/CC/1538/2020; The husband of Mrs. Urmila Gupta, complainant submits that in year 2016, she had paid the amount of ₹ 17,00,000 (Seventeen Lakh Rupees) and prayed before the bench for the refund of whole amount with interest. He mentioned that the whole family is under great stress on this count and that he has already lost his father .

RERA/CC/80/2021; Ms. Sneha Kumari, complainant submits that in year 2016 she had paid the amount of ₹3,00,000 and prayed before the bench for the refund of whole amount with interest.

RERA/CC/81/2021; Mr. Satish Kumar Sinha, complainant submits that in year 2016 he had booked a 1BHK flat and had paid the amount of ₹ 1,50,000 (Rupees one Lakh and fifty thousand) and prayed before the bench for the refund of whole amount with interest.

RERA/CC/98/2021; no one appeared on behalf of the complainant.

RERA/CC/104/2021; Mr. Azad Ahmad, complainant submitted that he had paid the amount of ₹4, 72,526 and prayed before the bench for the refund of whole amount with interest.

After hearing the complainants/allottees for refund of the deposits along with interest and the Respondent Company Director Mr Alok Kumar, the Bench also notes that the Respondent company have themselves withdrawn their applications for registration of these two projects and the Authority has since rejected their applications. The Bench directs the respondent company and their directors for the refund of the remaining deposit amount of each allottee along with interest at the rate of MCLR of SBI as applicable for three years or more plus two percent to the allottees within thirty days of issue of this order.

The Bench further directs that registered deed of the development agreement of the projects may be given to the one of the directors of the company on submission of a joint petition by the promoter and landowner of the project that the amount of nun returned by the landowner would be paid through RERA to the allottees. The Bench further directs that all the directors of the respondent company must be personally present on each date of hearings.

The Bench also reiterates that the respondent company should follow the earlier orders, passed by the Bench, in the time bound manner as prescribed, failing which the respondent company will have no option but to levy penalty under section 63 of the Act.

The Bench also decided to form a monitoring committee consisting of the representatives of allottees, respondent company, a representative from CREDAI and RERA officials to oversee the valuation and sale of the land and other properties of the promoters of M/s Agrani Group of Companies.

Put up for order on 27th September 2021.

Naveen Kumar
Chairman

R B Sinha
Member

Smt Nupur Banerjee
Member