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

**Case No: RERA/CC/1012/2021**

**Bameshwar Sharma ...Complainant**

**Vs.**

**M/s Realize Realcon Pvt. Ltd. ...Respondent**

**Project: Realize Green Exotica**

**17/11/2023** **ORDER**

The matter was last heard on 0611.2023, when Mr. Hitendra Sinha, learned counsel for the complainant was present and the respondent was absent.

In short the case of the complainant is that the complainant booked a flat bearing Flat No. 1105 at 11th floor along with an exclusive parking area at ground floor having super built up area of 1618 sq.ft. in Block-1 in the said project and out of total consideration of Rs.27.00 lakh he has paid Rs.3.00 lakh. It is stated that the respondent has not yet executed the agreement for sale in favour of the complainant in spite of payment of Rs.4.00 lakh. It is agreed that rest of the amount was to be paid at the time of possession of the said flat. It is stated that even after receiving Rs.3.00 lakh, due to delay on the part of the respondent in execution of agreement for sale, the complainant asked for refund of the money with compensation but they have not taken any steps for redressal of his grievance. Therefore, the complainant has prayed to direct the respondent to refund the principal amount of Rs.3.00 lakh with interest and compensation.

The complainant has placed on record the copy of the Agreement for Sale and the money receipts.

Perused the record. No reply has been filed by the respondent.

On the last date of hearing the complainant reiterated his submissions as made in the complaint petition and has prayed for refund of the amount with interest. In this connection the cancellation letter is still not received.

The Authority ought to have approached only after the promoter fails to respond to any communication regarding refund after cancellation. However, since the matter has already been heard and despite several opportunities the respondent failed to appear before the Bench so, in the interest of justice, 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 amount paid by the complainants 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.3.00 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 2% interest from the date of booking till the date of refund within sixty days of issue of this order.

As regards claim for compensation is concerned, the complainant is at liberty to press the same before the A.O. as per the provisions of the Act.

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

Sd/-
**Nupur Banerjee**
**Member**