REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of

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

RERA/CC/184/2023

Mr. Manju Kumari OR Manju Rai …… Complainant

Vs.

M/s A & A Engicon Pvt. Ltd. …... Respondent

For the complainant: In person

For the Respondent: Mr. Syed Shahid Imam, Advocate

Project: – SAFFRON GARDEN 'A'

PROCEEDING

12.12.2023 Hearing taken up. The complainant is present. Mr. Syed Shahid Imam, Advocate, appears for the respondent.

The complainant submits that initially she booked Flat no.304 in the project "Saffron Garden 'A'" on total consideration amount of Rs.31,02,000/- out of which she paid Rs.19,00,000/- but Agreement For Sale was not executed. Subsequently, Flat no.304 was changed to Flat no.203. She also submits that when she visited Flat no.203 she found someone was residing there. Thereafter she made several attempts to meet the respondent - promoter but she could not meet. She wants possession of the flat and is willing to pay the remaining amount.

Learned counsel for the respondent submits that the consideration amount of the flat was Rs.33,77,000/-, which includes other charges. When the complainant defaulted in making payment as per the schedule mentioned in the Personal Information Form, a notice dated 20.10.2017 cancelling allotment of flat was sent to the complainant through courier, copy of which is annexed with the counter reply dated 3.10.2023, to which the complainant submits that she did not receive the notice. He further submits that after cancellation of booking the flat has been settled to other person and Rs.5,00,000/- was returned to the complainant on 17.10.2017 by MICR CTS-No.MANJU KUMARI -000000000390 from HDFC Bank to the account of the complainant which was heartily accepted. He also submits that the two payments of Rs.1,00,000/- and

Rs.3,00,000/- dated 10.2.2016 & 12.2.2016, as shown in the complaint, are not correct as these payments were never credited to the account of the respondent and in support of the same the respondent is ready to file statement of the Bank Account of the concerned Bank of that period. He also submits that copy of rejoinder dated and petition dated 16.11.2023 have not been received by him. He requests for providing a copy of rejoinder as well as petition dated 16.11.2023.

The complainant is directed to send a copy of rejoinder and petition dated 16.11.2023 along with annexures by mail to the respondent's counsel within a week.

The respondent's counsel is directed to file written submission on affidavit along with documentary evidence within two weeks with a copy to the complainant on the points , *inter alias*, that (i) the aforesaid two payments of Rs.1,00,000/- and Rs.3,00,000/- dated 10.2.2016 & 12.2.2016 as shown in the complaint are not correct, (ii) notice cancelling allotment of the flat was sent through courier and was not returned back to the respondent (iii) the respondent – promoter received Rs.15,00,000/- only from the complainant, out of which he refunded Rs.5,00,000/- to the complainant after cancellation of allotment and (iv) both the flats (Flat nos. 304 & 203) have been sold to other persons.

The complainant requests for one month's time to file rejoinder. She is directed to file rejoinder on affidavit along with documentary evidence, which includes flow chart/ statement of Bank account of the complainant of the relevant period. She submits that she would not give statement of Bank account/ flow chart of her Bank account to the respondent, to which the Authority asks her to file the same to the Bench to substantiate her claim that relevant transactions relating to the respondent are duly reflected in her Bank account.

Put up for hearing on 22.01.2024.

Sd/-
S.D. Jha,
Member