

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

Case No: RERA/CC/371/2023

Neelam Kumari Singh @ Neelam Singh ...Complainant

Vs.

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

Project: Agrani P.G.Town

15/05/2024

ORDER

The matter was last heard on 18.04.2024, when Mr. Sunil Kumar, learned counsel for the complainant was present and the respondent was absent.

In short, the case of the complainant is that the complainant had booked a flat bearing Flat No.401 on 4th floor in Block-D of the project Agrani P.G.Town measuring super built up area of 1300 sq.ft. along with one reserved car parking and paid Rs.14,72,001/- through cheques on different dates in the year 2016 for which the respondent has issued money receipts. At the time of booking the respondent assured to complete the building an estimated period of 48 months from the date of execution of MOU. It is stated that respondent executed MOU in her favour on 28.10.2016. It was mentioned in the MOU that if the developer is not able to give possession of the said flat to the buyer within the stipulated time, then the buyer shall be entitled to receive back the entire money paid by the vendee with interest. It is stated that after passing of the stipulated time she visited at the site in the year 2020 and 2021 and found no construction work there. She contacted the promoter for possession but they failed to give possession of the flat. Therefore, she has prayed to direct the respondent to refund the principal amount of Rs.14,72,001/- with interest.

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

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

On the last date of hearing learned counsel for the complainant reiterated his submissions as made in the complaint petition and has prayed for refund of the amount with interest. The complainant has sent a cancellation letter to the respondent on 26.04.2024 with a copy to the Authority. She has also filed a hard copy of the cancellation letter which is on record.

The Bench notes that 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.14,72,001/- 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.

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

Sd/-
Nupur Banerjee
Member