

REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR

Before the Single Bench of Mrs. Nupur Banerjee,

Case No: RERA/CC/582/2021

Sanjay Kumar Singh

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

...Respondent

Project: Agrani Royal City, Siwala

28.07.2022

ORDER

This matter was last heard on 21.07.2022

In this matter filed under section 31 of the Real Estate (Regulation and Development) Act, 2016, the allottee states that he had booked a flat in the project Agrani Royal City for a total consideration of Rs.9,27,810/- in 2014. He had paid Rs.6,18,540/- and a Memorandum of Understanding was executed wherein it was mentioned that the said flat would be completed within 36 months with a relaxation period of six months. However, the promoter did not hand over possession of the flat. Hence, the complainant has filed this complaint for refund of principal amount along with interest.

The allottee has placed on record, copy of memorandum of understanding, and copy of receipt total amount of Rs. 6,18,540/-.

On the last date of hearing, the complainant reiterated his request for refund as he was not interested in any offer proposed by the respondent. The legal representative of respondent company has not refuted the contention of the complainant and stated that the matter may be posted for order.

Having heard the submissions of both the parties and perusal of documents placed, the Bench hereby directs the respondent company

and their Director to refund the principal amount of Rs.6,18,540/- to the complainant along with interest at the rate of marginal cost of fund based lending rates (MCLR) of State Bank of India as applicable for three years plus five percent from the date of taking the booking to 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)