

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Double Bench of Mr. Naveen Verma, Chairman &**

**Mrs.Nupur Banerjee, Member**

**Case No: RERA/CC/399/2021**

**Rajeev Ranjan**

**...Complainant**

**Vs.**

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

**...Respondent**

**Project: Agrani Sapphire**

**ORDER**

**26.04.2022**

This matter was last heard before Double Bench on 05.04.2022.

The case of the complainant is that he booked a 3 BHK flat on 1<sup>st</sup> floor in Block C of the project admeasuring 1280 sq.ft. by making a total payment of Rs.16,00,000 out of Rs.18,30,000. On 23.01.2019 a M.O.U. was entered between the complainant and the respondent and as per the MOU, the flat was to be completed within 36 months with a relaxation period of six months, after approval of Patna Municipal Corporation. Since the map of the project has not been approvedas yet by the Patna Municipal Corporation and there was no development/construction of the project from last two years, complainant has prayed for refund of booking amount along with interest and compensation.

The complainant has placed on record a copy of KYC dated 23.02.2017, copy of money receipt no: 1574, 1573, 1572, 1556 & money receipt dated 27.04.2017 of Rs.70,000 in total amount of Rs. 16,00,000, copy of M.O.U. dated 23.01.2019

The respondent has not filed any reply refuting the contention of the complainant. The learned counsel of the respondent company has filed a reply along with affidavits of land owners stating therein that they are willing to return Rs.70-75 Lakh taken as 'None' amount from the respondent at the time of Development Agreement after which they would enter into a development agreement with a new promoter. The learned counsel of the respondent company submitted that the company is not interested in continuing with the project.

The land owner submits that payment of the 'none' amount will be made in 4 instalments after cancellation of development agreement on behalf of landowner through builder.

The Authority observes that it is the responsibility of the promoter to arrange the necessary resources to make refunds to allottees. It notes that the original documents pertaining to registered development agreements have been retained so that the promoter uses the amount to return the principal and interest to the allottees. The Authority directs the respondent to arrange that full amount of the 'none', and submit a bank draft of Rs.72.5 lacs and after that the respondent company will apply for cancellation of development agreement in terms of the procedure already laid down. The amount received in this manner would be disbursed to the complainant and other allottees of the project in proportion to the principal amount paid by them.

Notwithstanding the above, directions are issued to the respondent company and their Directors to refund the principal amount of Rs.16,00,000/- to the complainant along with interest at the rate of marginal cost of fund based lending rates (M.C.L.R.) of

State Bank of India as applicable for three years from the date of taking the booking till the date of refund within sixty days of issue of this order.

The complainant is at liberty to approach the Adjudicating officer under relevant sections of the Act for their claims, which are in the nature of compensation.

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

Sd/-

**Nupur Banerjee**  
(Member)

Sd/-

**Naveen Verma**  
(Chairman)