

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/338/2024

Mr. Kishor Singh Complainant

Vs.

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

PROJECT: AGRANI PG TOWN

For the Complainant: In person

For the Respondent: Mr. Alok Kumar, Director,

03.07.2025

ORDER

The complainant is present but Sri Alok Kumar, Director of the respondent – company, is produced through video conferencing by the Phulwari Sharif Jail Authority.

2. The complainant submits that on 23.07.2019 a Memorandum of Understanding (MOU) was executed between him and the respondent – promoter to purchase Flat no.305 having built-up area of 1300 sq. ft. on 3rd Floor in Block – A along with car parking in the project “Agrani PG Town” situated at Mouza – Sarari, P.S. Danaspur, Patna, on consideration amount of Rs.11,000,000/- and applicable Taxes Extra but later on that consideration amount of the flat was enhanced to Rs.15,00,000/- + utility charges of Rs.1,00,000/- + total service tax (GST) Rs.1,92,000/- and thereby total consideration amount became Rs.17,92,000/- which finds mention in the KYC available on the record. Out of total consideration money, at the time of execution of MOU he made payment of Rs.10,00,000/- and Taxes of Rs.69000/- through cheques, which finds mention in the MOU itself, and payment receipts were also issued by the respondent and those are kept on record and thereafter he made payment of Rs.5,00,000/- in cash on different dates, against which the respondent also issued payment receipts which are kept on record. He further submits that the

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respondent assured to deliver possession of the flat within the specified period of time but till date neither project has been completed nor possession of the flat has been handed over to him and he is roaming pillar to post for redressal of his grievance but his all efforts for having his own flat goes in vain. Hence, he has filed this complaint for refund of his principal amount of Rs.15,69,000/- along with interest.

3. Director of the respondent – company Mr. Alok Kumar appears through video conferencing from the Phulwari Sharif Jail. He does not dispute execution of MOU between him and the complainant in connection with purchase of the aforesaid flat by the complainant and payment of Rs.15,69,000/- made by the complainant to his company, which also stands proved by the payment receipts issued by the respondent. On query made by the Bench regarding refund of money, he expresses inability.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of the flat within the specified time nor has refunded the principal amount of the complainant. However, Director of the respondent – company Mr. Alok Kumar during course of submissions through video conferencing from the Phulwari Sharif Jail admits about payment made by the complainant of Rs.15,69,000/- against Flat no. 305 in the project “Agrani PG Town” but he expresses inability to refund the aforesaid amount on account of financial crunch being faced by him.

5. Taking into consideration the aforesaid submission of learned counsel for the complainant as well as Director of Respondent - company and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Alok Kumar to refund the principal amount of Rs.15,69,000/- to the complainant along with interest

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at 2% above marginal cost of lending rate of the State Bank of India since the date of payment of the principal amount till the date of refund within sixty days of this order.

6. The complainant is at liberty to press other claims, if any, which are in the nature of compensation, before the Adjudicating Officer, RERA.

With the aforesaid observations and directions, this case is disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.