

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA,

RERA/CC/124/2024

Neetika Sinha Complainant

Vs.

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

PROJECT: SBI NAGAR

For the Complainant: In person

For the Respondents: Mr. Satwik Singh, Legal Representative,

25.09.2025

ORDER

The complainant and legal representative Mr. Satwik Singh on behalf of the respondent are present.

2. The complainant submits that vide Memorandum Of Understanding dated 13th August, 2015 she booked Duplex no.2 having built-up area of 1947 sq. ft. in the project “Agrani SBI Nagar” situated at Mouza – Dhawalpura, PS. Bypass, District – Patna, on total consideration amount of Rs.32,98,880/- including utility and service tax as applicable, out of which she paid Rs.4,80,000/- against which the respondent issued money receipts dated 02.01.2015,10.01.2015, 03.02.2015 & 11.08.2015 which are kept on record. She further submits that delivery of possession of duplex was to be made within the specified period of time, but till date neither delivery of possession of duplex has been made nor the respondent refunded her money even on being requested by her due to delay in handing over possession of duplex. Hence, the present complaint has been filed by her for refund of her principal amount along with interest.

3. Legal Representative of the respondent – promoter does not dispute execution of Memorandum Of Understanding dated 13th August, 2015 between the complainant and the respondent and payment of Rs.4,80,000/- by the complainant against booking of duplex in the project “SBI Nagar” as well as payment receipts of

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Rs.4,80,000/- issued by the respondent. He further submits that the respondent – promoter is willing to refund the principal amount of the complainant but due to financial crunch being faced by him refund is not being made.

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 duplex within the specified time nor has refunded the principal amount of the complainant when the complainant requested for refund of her money. However, legal representative of the respondent – company admits about payment made by the complainant of Rs.4,80,000/- against booking of duplex in the project “SBI Nagar” and submits that the respondent is willing to refund the aforesaid amount but presently financial constraint is coming in his way.

5. In the backdrop of the submissions made by the parties 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.4,80,000/- to the complainant along with interest at 2% above marginal cost of the lending rate (MCLR) of the State Bank of India on the total principal amount since the date of payment 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.