

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA

RERA/CC/53/2025

Mrs. Gudee Kumari & Amit KumarComplainants

Vs.

M/s Agrani Homes Pvt. Ltd.Respondent

PROJECT: IOB NAGAR, PHASE – III,

For the complainants: Mr. Saurya Kasyap, Advocate

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

28.08.2025

ORDER

Learned counsel Mr. Saurya Kasyap on behalf of the complainants is present but Mr. Satwik Singh, legal representative on behalf of the respondent, appears through video conferencing.

2. Learned counsel for the complainants submits that a Memorandum of Understanding (MOU) dated 18.03.2016 was executed between the complainants and the respondent – promoter to purchase 3 BHK Flat no.106 having area of 1300 sq. ft. on 1st floor along with reserve car parking in the project “IOB Nagar, Phase – III, situated at Sarari, Near Danapur Railway Station, Khagaul, Patna on total consideration amount of Rs.17,00,000/- plus applicable tax, out of which the complainants paid Rs.15,54,374/- which includes Service Tax of Rs.59,585/- and the same finds mention on page -3 of MOU. The rest amount was to be paid as per schedule. He further submits that the delivery of possession of flat was to be made within the specified period of time but the respondent – promoter failed in handing over possession of flat within the time granted, which caused mental agony, frustration and harassment to the complainants. Hence, the present complaint by the complainants for refund of their principal amount of Rs.15,54,374/- along with interest and compensation.

3. Legal Representative of the respondent – promoter does not dispute execution of MOU dated 18.03.2016 and the

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payment made by the complainants of Rs.15,54,374/- which finds mention in the MOU itself. He further submits that the respondent is willing to refund the principal amount of the complainants but due to financial crunch being faced by the respondent – promoter refund is not being made.

4. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainants of completing the project and handing over possession of flat within the specified time nor has refunded the principal amount of the complainants when he failed in honouring his commitment. However, legal representative of the respondent – company admits about payment made by the complainants of Rs.15,54,374/- against booking of Flat nos.106 in the project “ IOB Nagar, Phase - III” 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.15,54,374/- 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