

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee,**

**Case No: RERA/CC/953/2021**

**Ravi Shankar Singh**

**...Complainant**

**Vs.**

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

**.....Respondent**

**Project: Agrani Royal City, Siwala**

**For Complainant: Mr. Pankaj Kr. Singh, Advocate**

**For Respondent: Mr. Satwik Singh, L.R.**

**21.09.2022**

**ORDER**

This matter was last heard on 23.08.2022

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, Siwala, in 2014, for a total consideration of Rs.9,27,810/- in 2013. 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 after approval of P.M.C. map. He further submitted that after lapse of 7 years no development has started at the project site and the promoter did not hand over possession of the flat within stipulated time, therefore, 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 money receipts of total amount of Rs. 6,18,540/-, paid to respondent company. Further, the complainant has also placed on record cancellation letter dated 50-03-2019, addressed to respondent for refund of the amount paid.

Perused the records. No reply has been filed by the respondent. However their representative has been present on the last date of hearing and have not refuted the claim of complainant.

On the last date of hearing, the complainant reiterated his prayer for refund of the remaining amount.

The representative of the respondent company has submitted during last hearing that order for refund may be passed.

The Bench also observes that the allottee has not sent any communication to the promoter regarding cancellation of booking. The Authority ought to be approached only after the promoter fails to respond to such communication. However, since the matter has already been heard, and the representative of respondent was present during the last hearing and had not challenged the claim of complainant, order is being pronounced.

Having heard the submissions of both the parties and perusal of documents placed, the Bench hereby directs the respondent company and their Directors 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 three 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)**