

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

Case No: RERA/CC/40/2021

Anuradha

...Complainant

Vs.

M/s Agrani Homes Pvt. Ltd.

.. ...Respondent

Project: Power Grid Nagar Sarari Danapur

Present: For Complainant: Mr. Deepak Kumar, Advocate

For Respondent: None

31/03/2023

ORDER

In this matter, as per assurance of the respondent, the complainant booked a flat in the said project on consideration amount of Rs.9.00 lakh plus applicable service tax. Thereafter 02.03.2016 both the parties entered into the agreement for sale in which at paragraph 3 it was specifically mentioned that if the developer shall not hand over possession of the unit within the stipulated period and the allottee wanted to get his/her money back then the developer shall return the payment made by the allottee along with prevailing Bank interest. It is stated that as per agreement for sale the complainant paid the entire consideration of Rs.9,36,396/- which includes service tax of Rs.36,396/- through different cheques. In spite of payment of full consideration, the respondent is unable to give possession of the flat. It is further stated that she approached the respondent several times for delivery of flat/ re-payment of the said amount with interest but the respondents are not ready to give reply. Therefore, she has prayed to direct the respondent to refund the principal amount of Rs.9,36,396/- with interest and compensation.

The complainant has placed on record the copy of the agreement for sale

Perused the record. No reply has been filed by the respondent.

The Bench notes that since it is a case for refund of the principal amount with interest and the respondent has not filed any reply, so, in the interest of justice order is being passed on the basis of documents available on record.

In the light of the documents placed on record and submission made and considering that the respondent has taken the economic benefit of the consideration amount paid by the complainant in lieu of booking of the alleged flat, the Bench hereby directs the respondent company and its Directors to refund the principal amount of Rs.9,36,396/- to the complainant along with interest at the rate of marginal cost of fund-based lending rate (MCLR) of State Bank of India as applicable for three years plus 3% interest from the date of taking booking till the date of refund within sixty days of issue of this order.

As regards compensation, the complainant is at liberty to file a case before the Adjudicating Officer as per provisions of the Act.

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

Sd/-

Nupur Banerjee
(Member)