

REAL ESTATE REGULATORY AUTHORITY, BIHAR

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer, RERA

RERA/CC/216/2025

Ashar Ahmad .....Complainant

Vs.

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

PROJECT: IOB NAGAR, BLOCK-N,

For the complainants: Mr. Pulkit Thakur, Advocate

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

28.08.2025

**ORDER**

Learned counsel Mr. Pulkit Thakur on behalf of the complainant is present but Mr. Satwik Singh, legal representative on behalf of the respondent, appears through video conferencing.

2. Learned counsel for the complainant submits that the complainant vide KYC dated 05.07.2016 booked Flat no.503 having area of 1300 sq. ft. on 5<sup>th</sup> floor along with car parking in the project "IOB Nagar, situated at Sarari, Near Danapur Railway Station, Khagaul, Patna on total consideration amount of Rs.15,00,000/- + Service Tax of Rs.76500/- + amenities charge Rs.2,00,000/-, out of which the complainant paid Rs.8,00,000/-, against which the acknowledgement receipts were issued by the respondent and photo copies thereof are kept on record. 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 has caused mental harassment to the complainant. Hence, the present complaint by the complainant for refund of his principal amount of Rs.8,00,000/- along with interest and compensation.

3. Legal Representative of the respondent – promoter does not dispute execution of KYC dated 05.07.2016 by the respondent in favour of the complainant in connection with booking

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of Flat no.503 in the project “ IOB Nagar” and payment of Rs.8,00,000/- by the complainant as well as payment receipts issued by the respondent. He further submits that the respondent is willing to refund the principal amount of the complainant 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 complainant of completing the project and handing over possession of flat within the specified time nor has refunded the principal amount of the complainant when he failed in honouring his commitment. However, legal representative of the respondent – company admits about payment made by the complainant of Rs.8,00,000/- against booking of Flat nos.503 in the project “ IOB Nagar” and submits that the respondent is willing to refund the aforesaid amount but presently financial crunch 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.8,00,000/- 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**