

**REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR**  
**Before the Single Bench of Mr. Naveen Verma, Chairman**

**Case No. RERA/CC/672/2021**

Dr. Anu Prerna.....Complainant

v.

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

**Project: - LAKHAN TYAGI**

**ORDER**

**27-12-2021** The matter was last heard on 26-11-2021.

The case of the complainant is that she booked one shop measuring area 490 sq ft. in the project @ Rs. 30 lacs by paying an advance booking amount of Rs. 8,00,000/- (Eight lakhs only) through cheque/cash. The respondent company executed a registered deed of agreement for sale on 14-03-2016 in favour of the complainant and acknowledged the receipt of advance booking amount of Rs. 8,00,000/- (Eight lakhs only). The complainant has stated that the final cost of the shop was subsequently fixed @ 50,50,000/- and that she made a total payment of Rs. 33.00 lakhs to the respondents. However, the respondent company did not accept the remaining payment of Rs. 17,50,000/- and execute the registered absolute sale deed. Therefore the complainant has filed the case praying for refund of the paid amount of Rs. 33 lacs along with interest @18% from the date of booking till the date of actual realisation.

The complainant has placed on record the agreement for sale, receipts issued by the respondent company and legal notice dated 02.03.2021 sent by her.

The respondent company has filed its reply and prayed for imp leading landowners as parties to the case as there was an on-going dispute between them and the landowner. This was opposed by the complainant that new parties could not be imp leded since the dispute was between the complainant and the respondent company. The Bench had noted that the prayer of imp leading landowners could not be allowed in this matter but it could be raised in a separate complaint that may be filed by the respondent company.

During the previous hearing, respondent company was directed to furnish annual balance sheet and profit and loss account and submit a petition rectifying the misprint on paragraph 11 of reply filed. The Bench had directed the respondent company to file an affidavit sworn by the promoter of the company stating that the refund shall be made in 10 installments and another affidavit stating that the respondent company has not booked any flats after commencement of the Real Estate (Regulation & Development) Act, 2016. However, the directions have not been complied with by the respondent company. Therefore a token penalty of Rs 25,000 ( twenty five thousand only) is imposed upon the respondent company for violating the directions of the Bench to be paid within a week of issuance of the order.

The Bench takes note of the submission of the respondent company, which has admitted the claim of the complainant and is willing to refund the same to the complainant in instalments. The promoter is directed to refund the principal amount along with the interest thereon at the rate of marginal cost of fund based lending rates ( MCLR ) of State Bank of India as applicable for three years from the date of receiving the payment till date of refund within sixty days of issue of this order.

**Sd/-**  
**Naveen Verma**  
**Chairman**