

# **REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**2<sup>nd</sup> Floor, BSNL Exchange Building, Patel Nagar, Patna-800014**

**Before the Bench of Mr R.B. Sinha, Member**

**Case Nos. CC/1401/2020**

**Gopal Singh.....Complainants**

**Vs**

**M/s Ghar Lakshmi BuildconPvt Ltd.....Respondent**

**Projects: Income Tax Residency**

**Present: For Complainants: In person**

**For Respondent: Mr Ishteyaque Hussain, Advocate**

**22/10/2021**

## **O R D E R**

1. Gopal Singh, a resident of B/3, Madhuri Enclave, Ashiyana-Digha Road, Patna-800011 has filed a complaint petition on 01/09/2020 under section 31 of the Real Estate (Regulation and Development) Act 2016 against the respondent company M/s Ghar Lakshmi BuildconPvt Ltd through their Director Mr Rahul Kumar for refund of his balance booking amount in the project "Income Tax Residency" along with interest.
2. He has deposited the copy of the Memorandum of Understanding (MoU) dated 13<sup>th</sup> March 2016 and KYC document of the respondent company.
3. In his complaint petition, the complainant has submitted that he had booked a flat having carpet area of 1040 sqft on third floor in A Block of the project "Income Tax Residency" situated at LakhaniBigha, Danapur, Patna undertaken by the respondent company M/s Ghar Lakshmi Buildcon Pvt Ltd in March 2016 at the total consideration amount of Rs 24.00 lakhs. He also claimed that he had paid Rs 8.01 lakhs to the promoter during April-December 2015. As per the paragraph 13 of the MoU, the project was to be completed within thirty six months of date of signing of MoU but the promoter has neither handed over the flat nor returned the full deposited amount till date. He has requested for completion and handing over of the flat at the earliest or refund of deposited amount along with interest at the rate of 18 percent per annum.
4. The Authority issued a notice on dated 17/09/2020 under Section 31 of the Real Estate (Regulation & Development) Act 2016 and Rule 36 of the Bihar Real Estate (Regulation & Development) Rules 2017 to the respondent company to submit their reply on 07/10/2020.

### **Response of the Respondent Company:**

5. In their response dated 26.11.2020, the respondent company admitted the claim of the complainant that he had deposited Rs 8.01 lakhs with the respondent company by December 2015 but submitted that they have already refunded Rs 8.01 lakhs in ten installments to the complainants during the period June 2017 to May 2019 as he had asked for refund and expressed their surprise on his filing the complaint as the entire amount had already been refunded a year and half ago. As there were inconsistencies between the statements of the complainants and respondent company, both parties were called for hearing.

### **Hearings:**

6. Hearings were held on 08/02/2021, 08/03/2021, 26/03/2021, 08/06/2021, 22/06/2021, 06/08/2021 and 07/09/2021. In course of hearing the complainant represented himself while the respondent company were represented by Mr Ishteyaque Hussain, Advocate.
7. In course of hearing, the complainant Gopal Singh submitted that out of Rs 8.01 lakh deposited amount, he got refund of Rs 7 lakh till 2019 and the remaining amount with interest is still due with the respondent company. The Bench directed the respondent company to make refund before the next date of hearing.
8. On 22/06/2021, learned counsel of the respondent company submitted that a cheque dated 16.07.2021 in favour of the complainant Gopal Singh amounting to Rs 1.01 lakhs has been deposited in the RERA office and the same may be collected by the complainant.
9. On 07/09/2021 the complainant Gopal Singh submitted that he has got refund of principal amount on 16/08/2021 but the interest is still due with the respondent company.

### **Issue for Consideration:**

10. Income Tax Residency is a RERA registered project. The project commenced on 02.04.2017. The registration certificate issued by RERA is valid up to 18<sup>th</sup> December 2021. Though the complainant had deposited Rs 8.01 lakhs by the end of December 2015, the MoU was executed in March 2016. The project was to be completed within thirty six months of date of signing of MoU. The MoU also provided that promoter will pay interest at the rate of 18 percent per annum if there was a delay on the part of the promoter to complete the project. However, the complainant had cancelled the booking of the flat within a year and half of the signing of MoU and the respondent company had refunded back Rs 7 lakhs in between June 2017 to May 2019.

11. In course of hearing the Respondent company refunded back remaining amount of Rs1.01 lakhs in August 2021.

**Order**

12. As the respondent company has availed the economic benefits of the deposits of the allottee for several years, the Bench orders the respondent company to pay interest at the rate of Marginal Cost of Lending Rate (MCLR) of the State Bank of India as applicable for two years or more plus two percent from the date of deposit to the date of refund within sixty days of issue of this order, failing which the respondent company will pay a penalty of Rs 100 per day for every day delay under section 63 of the Real Estate (Regulation and Development) Act 2016.

Sd/-

**R.B. Sinha**  
**Member**