

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

**Case No: RERA/CC/04/2022**

**Shiv Kumari Devi**

**...Complainant**

**Vs.**

**M/s Ghar Lakshmi Buildcon Pvt. Ltd.**

**...Respondent**

**Project: Income Tax Residency**

**20/03/2023**

**ORDER**

In this matter, the complainant entered into a Memorandum of Understanding on 17.08.2017 to purchase a flat bearing Flat No.208, in Block-B measuring 1385 sq.ft. in the said project in which it was promised to hand over the flat within the stipulated time with a grace period of six months and if the respondent failed to do so, they will refund the whole deposited money with interest. It is stated that the complainant deposited total consideration of Rs.20 lakh plus Rs.62,150/- as registry charge. Since there is no progress in the project, she has prayed for refund of the money with interest and compensation.

The complainant has placed on record the copy of the MOU and the money receipts.

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

On the last date of hearing the complainant reiterated her prayer for refund with interest and compensation.

On 19.12.2022 it was submitted on behalf of the complainant that the complainant has paid the total consideration of Rs.20 lakh with extra amount of Rs.56,000/- but the respondent has refunded Rs.11.50 lakh only and Rs.9,06,120/- is remained to be paid.

The Director, Ghar Lakshmi Buildcon Pvt. Ltd. has sent a letter to the Authority on 06.02.2023 in which he admitted that the complainant booked a flat in the project on 2<sup>nd</sup> floor Block-B and she has paid total consideration of Rs.20 lakh but after receiving the cancellation letter the company has refunded Rs.11.50 lakh and Rs.8.50 lakh is remained to be refunded which they assured to refund within six months.

The Bench notes that despite several opportunities the respondent failed to appear before the Bench so, 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 rest of the amount of Rs.9,06,120/- 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 2% interest from the date of taking booking till the date of refund within sixty days of issue of this order. The interest will be calculated on the total paid amount.

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)**