

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR**  
**RERA/CC/580/2022**

**Bimla Devi** ..... **Complainant**

**Vs**

**M/s SLNB Homes Pvt. Ltd.** ..... **Respondent**

**Project: SARVAYONI CITY**

**Present:**      **For the Complainant : Mr. Punit Kumar, Advocate**  
                         **For the Respondent: Mr. Sumit Kumar, Advocate**

**29.01.2026**

**ORDER**

Heard Mr. Punit Kumar, learned counsel appearing for the complainant and Mr. Sumit Kumar, learned counsel appearing for the respondent.

2. The complainant has filed the present case to give justice to her.

3. The complainant's case, in brief, is that she had booked a flat with the respondent-SLNB Homes Pvt. Ltd. in the project named "Sarvayoni City" bearing Flat No.508, 5<sup>th</sup> Floor, Block-C, measuring super built-up area of 1290 sq.ft. along with one reserve car parking in the year 2017, but knowingly the respondent executed the agreement in the year 2018. The complainant had paid Rs.12,00,000/- to the respondent which she had taken on loan at the rate of 15%. The expected date of delivery of possession was 15<sup>th</sup> June, but even till date the building has not been completed. When the complainant approached the respondent, the mentality of the respondent has become clear that they do not want to give her the flat. It is therefore requested that the Authority may direct the respondent to either give her a flat in the aforesaid project or give her a flat being built in Mahuabag which name is "Avigan" owned by him. In the alternative, she has prayed that her entire paid money be refunded with 15% compoundable interest; otherwise she and her family will come on road.

4. A reply on behalf of the respondent has been filed stating therein that Block-C of the project, namely, “Sarvayoni City” is not a RERA registered project. The promoter has failed to acquire land for the construction of Block-C of the said Project and due to this reason, the map of the said Block was not approved by the competent authority. The Memorandum of Standing (MOU) dated 15.06.2018 was executed between the complainant and the respondent and as per MOU, the construction of the said building shall be completed within an estimated period of 60 months with a relaxation period of six months after approval of the map by the authority concerned but due to non-availability of the land, it has not been approved. The respondent/promoter has already been penalized by the Authority for Rs.29.00 lakh for booking and taking money from the allottees without having valid sanctioned map. The MOU dated 15.06.2018 is an unregistered document and it cannot be enforced in the eyes of law. It is an admitted fact that Rs.12.00 lakh, out of total consideration amount of Rs.15.00 lakh was paid by the complainant. The present respondent has not issued any booking letter, allotment letter and possession letter with respect to the flat in question. The demand of Rs.12.00 lakh along with 15% compound interest by the complainant is not sustainable in the eyes of law as, as per the MOU, the builder shall return the payment made by her along with 8% simple interest. So far adjustment in another project is concerned, it cannot be fulfilled as there was no vacant flat in the said project. So this case is to be disposed of within the mandate of the Act or is to be dismissed.

5. Heard both sides. Perused the case record. After perusal of the record it is clear that the respondent is not able to construct the concerned flat and it is not possible to give any other flat in any other project of the respondent as there is no vacant flat. During argument, the respondent has agreed to refund the amount with interest as per MOU dated 15.06.2018. Learned counsel for the respondent also argued that similar order dated 19.09.2025 against this respondent as has been passed in the case titled “Shubhangi Vs. M/s SLNB Homes Pvt. Ltd.” in RERA/CC/345/2024 may be passed in the present case also by which the Bench has directed to refund the principal amount with simple interest at the rate of 8%.

6. Considering the aforesaid facts and circumstances, this case is disposed of with a direction to the respondent-Company and its Directors to refund the principal amount of Rs.12,00,000/- (Twelve Lakh only) to the complainant along with simple interest at the rate of 8% as outlined in paragraph-3 of the MOU from the date of booking till the date of refund within sixty days of issue of this order.

As regards the claim for compensation, the complainant is at liberty to press the same before the Adjudicating Officer of the RERA as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

Sd/-

**(Vinod Kumar Tiwari)**  
**Special Presiding Officer,**  
**RERA, Bihar**