

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

**RERA/CC/353/2024**

Sita Kumari .... Complainant

Vs.

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

**PROJECT:AMBA TOWER**

For the Complainant: Mr.Rajesh Kumar, Husband,

For the Respondent: None

**29.10.2025**

**ORDER**

Husband of the complainant is present but the respondent is absent.

2. Husband of the complainant submits that Vide Booking Form, which is on record, the complainant booked Flat no.203 on 2<sup>nd</sup> floor of an area of 1250 sq. ft. in Block –C on consideration amount of Rs.10,00,000/-, out of which she made payment of Rs.5,00,000/- in cash at the time of booking on 19.11.2018, which finds mention in the respondent customer file, and Rs.1,00,000/- through NEFT on 07.03.2019, but after getting the said payment of Rs.6,00,000/- the respondent neither executed Agreement For Sale nor provided flat. He further submits that registration of the project has also lapsed. Hence, the complainant wants refund of her principal amount along with interest.

3. Learned counsel for the respondent in the proceeding dated 27.06.2025 had submitted that the respondent is ready to refund the principal amount of the complainant in installments, to which the complainant's husband did not agree.

4. Perused the record. The Bench observes that it is not in dispute that the complainant booked a flat in the above project on consideration amount of Rs.10,00,000/- out of which she made payment of Rs.6,00,000/- in cash and through NEFT which finds support from the customer file of the respondent as well as statement of account issued by Canara Bank, which are kept on record. The Bench

also observes that the respondent neither executed Agreement For Sale except Booking Form nor delivered possession of flat even after getting 60% of the consideration amount. However, the respondent is willing to refund the principal amount as submitted by the respondent's counsel.

5. In view of the aforesaid facts and the observations made above, the Bench directs the respondent company and its Director Abhinav Sahay and others to refund the principal amount of Rs.6,00,000/- 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, Bihar