

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Hon'ble Inquiry Commissioner, Mr. Sanjaya Kumar Singh, RERA,  
Bihar**

**RERA/CC/90/2025**

**Kshama Kumari**

**.....Complainant**

**Vs**

**M/s Dream PR Homes Pvt. Ltd.**

**.....Respondent**

**Project: Singapore Palace**

**Present: For Complainant: In person  
For Respondent: None**

**18/02/2026**

**ORDER**

The matter was last heard on 06.01.2026 when the complainant was present in person. None appeared on behalf of the respondent.

The complainant had booked a 3-BHK flat bearing Flat No. 201 on 2<sup>nd</sup> floor in Tower-B admeasuring 1400 sq.ft. in the project 'Singapore Palace' on 11.12.2023 for a total consideration amount of Rs.21.00 lakh and had executed a Memorandum of Understanding between the complainant and the respondent. The complainant submits that she had paid a total consideration amount of Rs.21.00 lakh. She further submits that the builder assured her that upon payment of the entire amount, the flat would be handed over in a fully constructed condition by December, 2025. The builder also promised her to pay Rs.10,000/- per month starting from the period of three months after execution of the agreement till the date of possession but did not pay a penny. She further submits that she has come to know that the said Block-B has not been registered with RERA. Thereafter she cancelled the booking on 30.07.2024. The complainant further submits that out of the total paid amount of Rs.21.00 lakh the respondent has refunded only Rs.4.00 lakh to her. She, therefore, has prayed for the entire remaining amount of Rs.17.00 lakh to be refunded to her along with the interest on the entire amount as per the provisions of law.

The complainant has placed on record the copy of the Memorandum of Understanding dated 11.12.2023, cancellation of booking of the flat and the payment receipts.

Perused the record of the case. On perusal it is found that despite issuance of notice to the respondent, they have neither appeared nor filed any written notes of argument. As per the direction of this Bench dated 06.01.2026, the complainant has filed a written notes of argument on 20.01.2026 reiterating the submissions as stated above.

This Bench notes that despite several opportunities given to the respondent, he has failed to appear before the Bench so, in the interest of justice, order is being passed on the basis of documents available on record.

It is clear that the respondent despite having knowledge of the fact that the project in question was not registered with RERA, entered into a Memorandum of Understanding with the complainant and received a total amount of Rs.21.00 lakh against the booking of the said flat in the said project for which the learned Special Presiding Officer imposed a penalty amount of Rs.2.00 lakh against the respondent but it is not known whether the said penal amount was paid by the respondent or not.

The Compliance Wing of the Authority is directed to verify whether the penalty imposed against the respondent in RERA/SM/645/2024 has been paid by the respondent or not. In case it has not been paid as yet, the Compliance Wing is directed to take necessary action for realisation of the same.

Having considered the entire details given hereinabove, this Bench is of the view that the respondent ought to have returned the amount received by him to the complainant immediately after cancellation of the booking of her flat but the respondent has enjoyed the economic benefit over the entire amount paid to him by the complainant.

This court is also of the view that had this complaint case not been instituted against him in this Authority, the respondent would never have come forward for refunding the paid amount to the complainant.

Hence, this court directs the respondent to refund the remaining amount of Rs.17.00 lakh along with interest on the total paid amount of Rs.21.00 lakh @ 2% above the Marginal Cost of fund-based Lending Rate (MCLR) of State Bank of India as applicable for three years from the date of booking till the date of refund within a period of sixty days from the date of issue of this order as per the provisions laid in Rules 17 and 18 of the RERA Rules, 2017.

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

With the above directions, this case is disposed of.

Sd/-  
(Sanjaya Kumar Singh)  
Inquiry Commissioner,  
RERA, Bihar