

REAL ESTATE REGULATORY AUTHORITY, BIHAR
IN THE COURT OF SPECIAL PRESIDING OFFICER, RERA, BIHAR
RERA/CC/125/2025

Ravishek Kumar-----Complainant

V.

M/s Lokankara Infrastructure Developers Pvt. Ltd. ----- Respondent

PROJECT:USHA VILLA

20/07/2026

ORDER

The complainant has filed this case to direct the opposite parties to return the entire amount of Rs. 14,70,000/- with interest at the rate of 12% per annum, to direct the opposite parties to pay the cost of the case per month loss of Rs. 20,000/- and any other relief/s for which the complainant is found entitled to.

2. The complainant's case in brief is that the complainant is a purchaser and the Opposite Party no.1 is Lokankara Infrastructure Developers Pvt. Ltd. is a company and opposite party no.2 & 3 Mr. Sushant Singh and Mr. Kumar Rajiv are its directors. The opposite parties started a project for construction of multistoried residential complex in the name and style "Usha Villa" for which a plan no. PMAA/PRN/ Nayachak/ Sampatchak/ R+3/ 100/2018 dated 12.07.2018 has been sanctioned by the Authority Patna Metropolitan Area Authority, Patna and for the same a registered development agreement with the land owners has been made for construction of a multistoried Residential Building with parking space. On the assurance of the opposite parties, the complainant entered into an agreement for sale dated 10.02.2020 with them for Flat no. 206 on the 2nd floor having super built up area 1460.50 square feet along with reserved car parking at Mohalla- Sadbhavna Nagar, Mauja- Naya Chak, P.S. Sampatchak, Old P.S. Phulwari, District Patna for total consideration of Rs. 37,50,000/-. As per Clause 15 of the said Agreement, it was provided that possession of the said Flat will be given after 3 ½ years (three and half years) from the date of sanction of the Map and further six months' grace period. The company is not able to give possession of the said project to

buyer on the above accounts, or any reasonable cause the buyer cannot be entitled to any damage whatsoever but shall be entitled to receive back the entire money paid by him to the company with simple bank interest and hence, the stipulated time period four years expired on 20.08.2024. The complainant made deposit to the opposite parties a sum of Rs. 14,70,000/- by different cheque/cash on different dates in respect to the above flats, which is about 40% of the total consideration amount. The opposite parties have not completed the building till date and only the half roof of the ground floor has been completed till date and no other work is going on the said project. The said project was registered in RERA vide registration no. BRERAP3326-1/1025/R-789/2019 and it was valid for a period of 4 years 10 months commencing from 21.10.2019 till 20.08.2024. The complainant is entitled to get refund of Rs. 14,70,000/- with interest @ 12% per annum till final payment is made by the opposite parties to the complainant.

3. Heard Shri Vikash Anand, learned counsel for the complainant. Perused the case record.

4. The respondent appeared but did not file any reply for the same and as such it appears that the respondent has nothing to say in the matter and in such circumstance, the case proceeded ex-parte i.e. on the material available. After perusal of complaint case and it' documents, there is nothing to disbelieve the case of the complainant.

5. Considering the aforesaid facts and circumstances, the respondent/ opposite parties are directed to refund the principal amount of Rs. 14,70,000/- (Fourteen lakh and Seventy thousand only) which was paid by the complainant to the Opposite parties along with interest within sixty days of issue of this order. The rate of interest payable by the respondent shall be calculated at the rate of marginal cost of fund-based lending rates (MCLR) of the State Bank of India as applicable for three years plus 2% from the date of booking till the date of payment. This order is to be complied within sixty (60) days from the date of this order.

6. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA.

7. With the aforesaid observations and directions, the case is disposed of.

Sd/-

(Vinod Kumar Tiwari)
Special Presiding Officer
RERA, Bihar