

REAL ESTATE REGULATORY AUTHORITY, BIHAR  
Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer

**RERA/CC/51/2025**

Shilpa Kumari

....Complainant(s)

Vs

M/s Realize Realcon Pvt. Ltd.

....Respondent

PROJECT- Realize Signature City

|                       |                             |
|-----------------------|-----------------------------|
| For complainant:      | Mr. Shashikant Yadav (Adv.) |
| For respondent no.1 : | None                        |
| For respondent no. 2: | None                        |

**28.08.2026**

**ORDER**

Hearing is taken up. Shri Shashikant Yadav, learned counsel on behalf of complainant is present, but none is present on behalf of respondent.

2. Learned counsel for complainant submits that in pursuance of advertisement of the project, Realize Signature City inviting people to purchase flat in the aforesaid project, the complainant along with her husband visited the office of the respondent promoter (respondent no.1) and after satisfactory assurances given by the promoter, she booked a flat vide flat no. 101, Block -A on first floor of 3 BHK having area of 1500 sq. ft. Thereafter, an agreement for sale was executed on 21.05.2017 by the respondent in favour of the complainant as per which the total consideration amount was fixed at Rs. 18,00,000/-, including other service cost (Annexure -1). Learned counsel further submits that as per demand of the respondent no. 1, the complainant paid to the total consideration amount of Rs. 18,00,000/- in different installments and the payments were made from the bank account of the complainant as well as her husband and her father. A copy of payment details showing payment of Rs. 18,00,000/- is also on record. The complainant made all the payments of entire consideration since

31.05.2016 to 14.10.2020. Learned counsel further alleges that despite the lapse of good deal of time, the construction work of the said project was not started by the respondent promoter (respondent no. 1). It is further alleged that on contact, the reply of respondent promoter was misleading. The complainant, observing the attitude of the respondent promoter and the current status of construction work at the sight, demanded refund of her total paid amount.

3. Learned counsel for complainant further submits that the complainant was served a photocopy of affidavit executed and submitted by respondent no. 2, M/s Westend Square Construction (OPC) Pvt. Ltd through its Director, Shri Santosh Kumar wherein it is stated that the respondent no 2 is willing to take over the present project and discharge all liabilities of the project and may refund the paid consideration along with interest to the actual allottees of the project, as the case may be. It is also incorporated in the said affidavit that the respondent no. 1 is not willing to continue with the aforesaid project any more due to acute financial hardship and bankruptcy of the company. It is also stated in the aforesaid affidavit that the said company with the consent of landowners of the project land had already filed a petition under section 8 of the RERA Act, 2016 dated 28.07.2022 for revocation of the project for taking over the project land for new development. In this way, the project, Realize Signature City was taken over by respondent no. 2 who have to bear all the liabilities and redress the grievances of the allottees of the project (Annexure 3 to 5 & 6).

4. Learned counsel further submits that the complainant approached the respondent no. 2, the new promoter to handover the flat booked by her. The respondent no.2 replied that he was not able to hand over the flat at the consideration of Rs. 18,00,000/- only. The complainant will have to pay more price for the flat if she is interested in the said flat, otherwise, the complainant would be refunded the total paid amount of Rs. 18,00,000/- with interest as well as compensation. The complainant opted for refund of her principal amount along with interest and compensation.

5. There is no representation on behalf of either respondent no.1 or 2. No counter affidavit has been filed in this complaint case. Even the

respondent no. 2, the new promoter of the said project has neither appeared before the Bench at any point of time nor has filed his statement. He has only filed a copy of an affidavit before the Authority to the effect that since erstwhile company is not in a position to develop the said project, the same has been taken over by him incorporating therein that the new promoter (respondent no. 2) M/s Westend Square Construction (OPC) Pvt Ltd is ready for development of new project in the aforesaid project. It is also incorporated in the said affidavit that respondent no. 2 is also ready to bear all the liabilities of the actual allottees of the project.

6. In the back-drop of the submissions/arguments made on behalf of complainant as well as on going through the record, the Bench observes that there is no dispute regarding booking of the flat by the complainant in the project of the respondent no 1. The payment of total consideration amount of Rs. 18,00,000/- made to the respondent in terms of an agreement for sale is also not in dispute. The Bench further observes that the respondent no. 1 with whom an agreement for sale was executed miserably failed to develop the project, Realize Signature City due to financial hardship and bankruptcy of the company. Later on, with no objection of the respondent no.1 as well as with consent of the landowners of the project land, the said project, Realize Signature City was taken over by respondent no.2, M/s Westend Square Construction (OPC) Pvt. Ltd. The Bench further notes that the respondent no. 2 is willing to bear all the actual liabilities of the project and the respondent no. 2 new promoter has also assured that he is willing to redress the grievances of the allottees of the project. The communication between the complainant and respondent no. 2 also reveals the fact that the complainant, instead of delivery of booked flat, opted to get refund of the paid amount along with interest as well as compensation. In such view of the matter, the Bench holds that it is a case of refund of the total consideration amount to the complainant for which the respondent no. 2, the new promoter of the project has already given assurances to the actual allottees of the project. The Bench may dispose of this case with direction to the respondent no. 2 to settle the matter within a timeframe.

7. Accordingly, the respondent no. 2 M/s Westend Squire Construction (OPC) Pvt. Ltd through its director, Shri Santosh Kumar is directed to refund the total principal amount of Rs. 18,00,000/- to the complainant along with interest @ 2% above the MCLR of State of Bank of India, as applicable for three years, since the date of initial payment to the date of refund, within 60 days of the issue of this order.

8. As regards the compensation, the complainant shall be at liberty to seek such relief(s), if any, which are in the nature of compensation, before the Adjudicating Officer, RERA, Bihar.

With these observations/directions, this case is disposed of.

**Sd/-**  
**( Ved Prakash )**  
Special Presiding Officer