

**REAL ESTATE REGULATORY AUTHORITY, BIHAR,**

Before the Bench of Mr. Ved Prakash,  
Special Presiding Officer, RERA,

**RERA/CC/365/2024**

Kumari Sudha & Nimisha .... Complainants

Vs.

M/s Realize Real Construction Pvt. Ltd. ....Respondent

**PROJECT: REALIZE SIGNATURE CITY**

For the Complainants: Mr. Sumit Kumar, Advocate

For the Respondent: None

**08.10.2025**

**ORDER**

Learned counsel Mr. Sumit Kumar on behalf of the complainants is present but the respondent is absent. It transpires from the record that the respondent - promoter never appeared either before the Conciliation Forum or this Bench in spite of notice and reminder issued against him.

2.Learned counsel for the complainants submits that vide Booking Form dated 03.05.2016 (at Annexure -2) the husband of the complainant no.1 booked a flat on 2<sup>nd</sup> floor having built-up area of 1300 sq. ft. along with car parking space on ground floor in the project – “ Realize ‘Green Empire” of M/s Realize Real Construction Pvt. Ltd. on consideration amount of Rs.12,48,000/- which includes amenities charges and service tax and thereafter an Agreement For Sale dated 16.05.2016 was executed between the parties. He further submits that after the aforesaid booking, the respondent informed the complainant no.1 and her husband late Uttam Kumar that the promoter could not be able to provide the said flat due to some problem and he offered the complainant no.1 and her husband to transfer her booking to another project “Realize Signature City, Bihta, Patna, on 22.07.2018 and on the same date the complainant no.1 was issued new Booking Form on revised consideration amount of Rs.16,00,000/- for the new project and thereafter both the parties entered into revised Agreement For Sale on 23.07.2018 for Flat no. A-204 having super built-up area of 1340 sq. ft. along with one parking

/2/

space but the respondent did not put his signature on the revised Agreement For Sale. Out of the total consideration, husband of the complainant no.1 paid Rs. 14,51,000/- on different dates through cheques and online, details of which are incorporated in the complaint at page -6 and also in support of the same photo copies of money receipts issued by the respondent have been brought on the record as Annexure -4 series. He also submits that when the respondent did not put his signature in spite of several requests, the husband of the complainant no.1 wrote a letter to the respondent for cancellation of booking of flat because he is in dire need of money due to Covid 19 illness but the respondent did not refund the money and husband of the complainant no.1 died due to Covid – 19 on 14.10.2023. He further submits that the project is lapsed one and since the transfer of booking of the complainants to the new project “Realize Signature City, Bihta, the respondent – promoter has not even laid a single brick for development of the said project, which has compelled the complainants to file the present complaint for refund of their money along with interest.

3. Perused the record. The Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of handing over possession of flat either in the project “ Realize Green Empire” or the project “Realize Signature City, at Bihta, Patna nor is showing interest in getting this case disposed of by appearing in the case in spite of reminder notice issued, nor is refunding the principal amount of the complainants even after sending of letter for cancellation of booking by the deceased husband of complainant no.1. The Bench further observes from the record that husband of the complainant no.1 booked flat vide Booking Form dated 3.05.2015 (at Annexure -2) and then entered into an Agreement For Sale with the respondent on 16.05.2016 in the project “ Realize Green Empire” on consideration amount of Rs.12,48,000/- and thereafter the respondent changed the booking to new project “Realize Signature City” and booked Flat no.204 on 2<sup>nd</sup> floor having super

built-up area of 1340 sq. ft. along with car parking space on consideration amount of Rs.16,00,000/- out of which he paid Rs.14,51,000/- for which new revised Agreement was created but the respondent did not put his signature thereon in spite of request made by the husband of the complainant. Consequently, the husband of the complainant got his booking cancelled and requested for refund but the respondent did not make payment and in the meantime the husband of the complainant died due to Covid -19. The Bench presumes that the respondent – promoter has nothing to say in this matter and only wants to linger the case so as to harass the complainants further. In such a situation, the Bench is left with no option but to pass the order exparte on merit on the basis of material available on the record as the case cannot be allowed to remain pending for an indefinite period.

4. In the backdrop of the submission made by the complainants' counsel and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Shailendra Kumar Giri to refund the principal amount of Rs.14,51,000/- to the complainants along with interest at 2% above marginal cost of fund-based lending rate (MCLR) of the State Bank of India since the date on which the total amount was paid till the date of refund within sixty days of this order.

5. 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 direction, this case is disposed of.**

**Sd/-**

**(Ved Prakash)**

Special Presiding Officer, RERA, Bihar.