

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

RERA/CC/462/2023

Mr. Ganesh Kumar & Shweta Kumari Complainant(s)

Vs

M/s Sri Anuanand Construction Pvt. Ltd. Respondent

PROJECT- Capital Centre, Sai City

For the complainant:

Mr. Shrawan Kumar (Adv.)

For the respondents:

1.Mr.Mukul Kumar Singh Advocate on
behalf of respondent promoter

2. Mr. Jai Ram Singh (Adv.)on behalf of
PMAA.

13.05.2026

ORDER

Learned counsels on behalf of both the parties are present.

2. The learned counsel for the complainant submits that the complainant booked a residential flat/unit No.701 having carpet area 1613 Square Feet in Tower 6 of the project of the respondent promoter, namely, Sai City, Capital Centre by paying an amount of Rs. 10,00,000/- on 21.09.2022, out of total consideration including GST was fixed Rs, 1,43,85,000/-. An agreement for sale dated 10.11.2022 was also executed between both the parties, which find place the payment of principal amount Rs.10,00,000/- He further submits that the respondent promoter assured the complainant to complete the project in the year 2023, but till date the construction work of Tower -6 has not been started. Payment receipts have also been filed on record. He further submits that in the meanwhile, the respondent has refunded Rs. 7, 00,000/- to the complainant.

3. Learned counsel on behalf of the respondent by filing reply submits that the complainant has paid principal of amount of Rs. 10, 00,000/-but consequent upon the execution of agreement with the landowners, the respondent took all necessary steps to start the construction work over the

project land, including final approval of layout plan, sanctioned plan and specification etc. He further submits that later on, some of the landowners withdrew from the project, which resulted into cancellation of earlier plan. It is further submitted that due to withdrawal of some landowner from the project, it was not possible for him to complete the project in time and handover the possession of flat to the complainant. It is further submitted that the respondent is ready to refund the amount paid by the complainant in accordance with Act.

4. On basis of submissions made on behalf of both the parties as well as on going through the record, Bench/Authority observes that the project got stuck in the mid way due to cancellation of Development Agreement with mutual consent of respondent promoter and some of the landowners. It also appears from the submissions on behalf of respondent promoter that he is ready to refund the principal amount and as result promoter has refunded RS 7,00,000/- out of total principal amount Rs.10,00,000/-.

5. In such view of the matter, this Bench/Authority directs the respondent promoter through its Director, Mr. Bimal Kumar to refund the remaining amount Rs.3, 00,000/- to the complainant along with interest on total Principal amount @ 2% above the MCLR of State Bank of India, as applicable for three years, within a period of sixty days from the date of passing of the order.

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

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

Sd/-
(Ved Prakash)
Special Presiding Officer