

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

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

RERA/CC/331/2024

Sangita Kumari Complainant

Vs.

M/s Simhasta Construction Pvt. Ltd.Respondent

PROJECT: MAJESTIC CITY AT SIWALA

For the Complainant: Mr. Punit Kumar, Advocate

For the Respondent: Mr. Avinash Singh, MD,

23.07.2025

ORDER

Learned counsel Mr. Punit Kumar on behalf of the complainant and Mr. Avinash Singh, Managing Director of the respondent company, are present.

2. Learned counsel for the complainant submits that an Agreement For Sale dated 31.05.2018 was executed between the complainant and the respondent to purchase Flat no.302 of 1300 sq. ft. on 3rd floor in Block – Yash Tower in Majestic City at Siwala along with covered parking, situated in village - Neora, District - Patna, on consideration amount of Rs.23,80,000/- out of which the complainant paid Rs.4,20,000/- against which acknowledgement receipts were issued by the respondent and the same are kept on record. He further submits that when the complainant visited the site of the project, he was assured by the respondent – promoter that after getting some statutory approval her flat would be delivered but after some time the respondent left the project abandoned. Thereafter, the complainant sent legal notice dated 29.05.2024 to the respondent for delivery of possession of flat but till date no response has been made. Hence, the present complaint by the complainant for possession of flat with all amenities. However, the complainant by filing supplementary

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petition dated 20.06.2025 requested to get her principal amount of Rs.4,20,000/- along with applicable interest refunded.

3. Managing Director of the respondent company submits that he is ready to refund the principal amount of Rs.4,20,000/- to the complainant with interest as the project "Majestic City" could not be developed.

4. Perused the record. The Bench observes that the respondent - promoter did honour the commitment made to the complainant of completing and handing over of possession of flat within the specified time. However, he does not dispute about the execution of the Agreement dated 31.05.2018 and making payment of Rs.4,20,000/- by the complainant and he is ready to refund the said principal amount along with interest, to which the complainant expressed her willingness by filing supplementary petition dated 20.06.2025.

5. Taking into consideration the submission of the parties and on going through the material available on record, the Bench directs the respondent - company and its Director Mr. Rajesh Ranjan to refund the principal amount of Rs.4,20,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on principal amount since the date of its payment till the date of refund within sixty days of this order.

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.