

**IN THE COURT OF ADJUDICATING OFFICER,
REAL ESTATE REGULATORY AUTHORITY (RERA), BIHAR,
PATNA**

**RERA/CC/539/2019
RERA/AO/132/2019**

Smt. Kadambari Devi, w/o Sri Babu
Nandan Singh, LIG, 3/99 Hanuman
Nagar, Kankarbagh, Near State Bank of
India, District-Patna, PIN-800020. ... Complainant

Versus

1. M/s Maa Shaki Developers Pvt. Ltd.
2. Mr. Ablesh Kumar Singh, Director,
Indri Sadan, Ashok Nagar, Road
No.10, Kankarbagh Colony,
District-Patna, PIN-800020. ... Respondents

Present:

**Sri Ved Prakash
Adjudicating Officer**

Appearance:

- For Complainant - Son of the Complainant
For Respondents - Sri Ablesh Kumar Singh, Director

ORDER

14-02-2020

This complaint petition is filed by the complainant, Smt. Kadambari Devi against the Respondent No.1, M/s Maa Shakti Developers Pvt. Ltd. through its Director, Respondent No.2, Sri Ablesh Kumar Singh u/s 31 read with Section 71 of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as the "Act, 2016") for refund of her principal amount Rs.31.00 lacs along with accrued interest

thereon and compensation, consequent to non-delivery of the flat allotted to her.

14-02-2020
CONTINUED

2. In nutshell, the case of the complainant is that the complainant, Kadambari Devi has approached to the Respondents to purchase a flat in their project "Maa Shakti Complex" and after talk between them, the settlement for purchase of flat no.501 in project "Maa Shakti Complex" was done and thereafter an Agreement for Sale dated 07-02-2015 was executed between M/s Maa Shakti Developers Pvt. Ltd. through its Director, Sri Raj Kumar and the complainant, Smt. Kadambari Devi for sale/purchase of flat no.501 having super built up area 1500 sq.ft. on consideration of Rs.40.00 lacs in project "Maa Shakti Complex". The complainant has paid Rs.31.00 lacs out of total consideration of Rs.40.00 lacs and it was agreed that full and final amount has to be paid one month before delivery of the flat. It was also agreed that on failure to pay one consecutive instalment, the booking may be cancelled. The complainant has stated that in spite of repeated requests, the respondents have not completed and delivered possession of the flat allotted to her. Hence, she has filed the present complaint petition with the above reliefs.

14-02-2020
CONTINUED

3. On appearance, the Respondents instead of filing reply, has requested to get settled the dispute with the complainant. On repeated talks between the parties, they have settled the disputes and has filed a Joint Compromise Petition dated 14-02-2020 on the record, wherein the Respondents have agreed that they will hand over allotted flat no.501 to the complainant, Smt. Kadambari Devi till May, 2020 and if due to any reason the flat is not handed over, then the respondents shall refund the total remaining principal amount along with accrued interest at Bank rate thereon. It is also agreed between them that the amount, which is being refunded to the complainant and the remaining Rs.3,50,000/- will also be refunded within 1½ months. They have also stated that they have settled the disputes without any pressure, undue influence, force etc., rather they have mutually agreed and put their signatures with their free will and consent.

4. It appears, both the parties have mutually agreed and have put their signature thereon, thereafter filed Joint Compromise Petition. They have stated that the Respondents shall hand over delivery of the flat no.501 to the complainant till May, 2020 and if they will fail in delivery, then refund the total remained principal amount with accrued interest at Bank thereon. They have further agreed that now the

remaining amount Rs.3,50,000/- will be refunded within 1½ months. It appears that the Joint Compromise Petition is filed with free will of the parties and there is no undue influence, force, threat, fraud etc. against each other and the Joint Compromise Petition may be accepted. Accordingly, the Joint Compromise Petition is accepted and hence, in light of the Joint Compromise Petition dated 14-02-2020, the complaint petition is disposed of and the Joint Compromise Petition will be part of the order.

14-02-2020
CONTINUED

Sd/-
(Ved Prakash)
Adjudicating Officer
14-02-2020



MAA SHAKTI DEVELOPERS PVT. LTD.

Resi. Off. : Ashok Nagar (Indri Sadan) Road No. 10, Kankarbagh Colony, Patna-800020
Corp. Off. : Surya Apartment, 6th Floor, 62, Frazer Road, Patna

Ref.

Received Rupees... 50/2... (Rs. 26,000/-)
in cash as Court Fees of Certified Copy/Petition/
Power/others in Case No. 39/19
Today on... 14/2/2020 No-132
1223
RECEIVING OFFICE
RERA, BIHAR
Date. 14/02/2020

श्री. राजकुमार पिता स्व. राम बुध्कावन सिंह एवं सुवर्णेश
कुमार सिंह पिता स्व. रैवत नारायण सिंह निदेशक
माँ शक्ति डेवलपर्स प्रा. लि. दोनों निवासी इन्ड्री
सदन रोड नं-10, अशोक नगर, कौटिल्यनगर, कंकड़बाग
पटना - 20। दोनों कोर्ट प्लॉट्टर कादम्बरी देवी
जी को मई 2020 तक Plat No- 501 Hand
over कर देंगे। यदि किसी कारण वशा Flat Hand
-over नहीं करते हैं तो एगो बकम Bank Interest
के साथ वापस कर देंगे।

(2) इन्ड्री जी भी बकम वापस दिया जा रहा है उसमें
से बचा हुआ रकम कंपनी (₹3,50,000) 1/3 महीना
के अन्दर वापस कर देंगे।

इसमें दोनों पक्ष सहमत हैं। यह पैपर इसान्तरण
बनाया गया है कि नकिल में काम भावें तथा
प्रमाण रहे।

हस्ताक्षर फर्नीचर
कादम्बरी देवी

हस्ताक्षर डेवलपर्स
For MAA SHAKTI DEVELOPERS PVT. LTD.
Managing Director

For MAA SHAKTI DEVELOPERS PVT. LTD.

(2)