

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

RERA/CC/81/2026

Pushpa Kumari

....Complainant(s)

Vs

M/s Geetanjali Real Tech Pvt. Ltd.

....Respondent

PROJECT- Twin Tower

For the complainant:

In Person

For the respondent :

None

08.05.2026

PROCEEDING

Hearing is taken up. The complainant is present in person, but the respondent is absent.

2. In pursuance of an agreement for sale of Flat dated 25th September, 2023 executed between the complainant and the respondent company through its Director, Shri Arun Kumar Singh, the complainant booked a Flat bearing no. 504 in the project, Twin Tower, located at Mauza- Amhara, P.S. Bihta, Thana no. 44, Khata no. 1188, Plot no. 2043 (P) proposed to be developed M/s Geetanjali Real Tech Pvt. Ltd. The complainant paid Rs. 6,20,000/- to the respondent against the consideration amount Rs. 35,50,000/- as an advance payment in the following manner – Rs. 3,10,000/- by way of cheque no. 956473 dated 27.09.2023 of Indian Overseas Bank and the second payment of Rs. 3,10,000/- was also made on 15.01.2024 through cheque no. 956475 of Indian Overseas Bank. The complainant further submits that due to some compelling personal circumstances, she had got cancelled the booking of Flat on September 27, 2024 and formally requested the Builder to refund the deposited amount. Despite several reminders and communications, the Builder has failed to refund her paid amount. The act of respondent promoter is unfair and unjustifiable and violates the provisions of section 31 of RERA Act, 2016

and Rule 36 of Bihar RERA Rules, 2017 that protects the right of home buyers and ensure transparency and accountability. The complainant has brought on record the copy of payment receipts, agreement for sale of flat and cancellation request.

3, There is no representation on behalf of respondent promoter. No reply has been filed on behalf of respondent. The complainant has filed on record only a copy of mail communication dated July 27, 2025 sent by respondent promoter to the complainant wherein the respondent promoter has informed the complainant that as per company policy, the refund of cancelled flat would only be processed once the unit is rebooked by a new customer. The respondent has also reflected in the said letter that once the flat is booked, the refund will be initiated after deducting the applicable GST charges.

4. Taking into consideration the factual matrix of the case as well as on going through the record, it appears that there is no dispute regarding the paid amount as well as agreement for sale of flat executed between the parties on 25.09.2023 for purchase of flat no. 504 in the project of the respondent company, Twin Tower. The complainant is aggrieved due to non-refund of the principal amount along with interest. It further appears from the mail communication of respondent promoter dated July 27, 2025 sent to the complainant that the respondent is proposing to deduct the GST charges. In this connection, this Bench/Authority holds that the complainant is not liable to pay GST charges for the reason that he did not purchase the flat due to cancellation of booking. It is not correct for the respondent to deduct GST charges. If the complainant had purchased the flat, he would have been held liable to pay the applicable GST charges. When the deal of purchase and sale is cancelled, the question of charging GST charges does not arise.

5. In the backdrop of the submissions made on behalf of both the parties and the material available on record, this Bench/Authority directs respondent company through its Director, Shri Arun Kumar Singh to refund the total principal amount Rs. 6,20,000/- to the complainant along with interest @ 2 % above the MCLR of State Bank of India, applicable for three years, within a period of sixty days from the date of passing of the order.

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

Sd/-
(Ved Prakash)
Special Presiding Officer