REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/ 29/2024

Binita Kumari @ Binita Verma …. Complainant

Vs.

M/s Swarndurga Buildcon Pvt. Ltd. …. Respondent

PROJECT: **AKHAURI ANEX**

For the Complainant: Mr. Prakash Chandra, Advocate

For the Respondent: Mr. Tarun Sagar, Advocate

16.01.2026

20.01.2026 **O R D E R**

Learned counsel Mr. Prakash Chandra on behalf the complainant and learned counsel Mr. Tarun Sagar on behalf of the respondent are present.

2. Learned counsel for the complainant submits that vide Agreement For Sale dated 13.10.2016, the complainant booked 3 BHK Flat no.201 having an area of 1279 sq. ft. on 2nd floor along with covered car parking no.09 in the project "Akhauri Anex" situated at Kanhauli Bisundatt Mahalla, P.S. Mithanpura, District – Muzaffarpur, on consideration amount of Rs.40,03,604/- which was paid by the complainant to the respondent, against which the respondent issued payment receipts and the same are kept on record. He also submits that the complainant made extra payment of Rs.4,00,000/- to the respondent for extra works in his flat but the respondent did not complete the extra work even after receiving extra amount. He also submits that as per Agreement the construction work was to be completed within thirty-six months plus grace period of six months but the respondent failed in completing the work within the specified period of time. He also submits that the complainant made several requests to the respondent to complete the project and handover delivery of possession of his flat but the respondent instead of considering his request started lingering the matter on one pretext or the other. He also submits that recently when the complainant visited the site of the project, he saw that the respondent has handed over possession of his flat to

some other person. Hence, the complainant has filed this complaint for a direction to the respondent to handover

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physical possession of Flat no.201 of 1279 sq. ft. on 2nd floor in the above project and execute the Absolute Sale Deed in favor of the complainant and refund his extra amount of Rs.4,00,000/- along with interest and compensation. Lastly, he submits that the complainant wants to get his case disposed of by this Bench for availing other remedy before the appropriate forum for redressal of his grievance.

3. Learned counsel for the respondent submits that vide the Agreement dated 13.10.2016 the complainant booked 3 BHK Flat no.201 having an area of 1279 sq. ft. on 2nd floor along with covered car parking no.09 on consideration amount of Rs.40,03,604/- in the project "Akhauri Anex" situated at Kanhauli Bisundatt Mahalla, P.S. Mithanpura, District – Muzaffarpur and he made payment of total consideration amount of Rs.44,03,604/- but the complainant himself cancelled the said Agreement and asked the respondent to refund the amount paid by him. He also submits that the respondent tried to settle the matter with the complainant but the complainant himself asked the respondent to sell the above flat to some other buyer and return his amount and thereafter the respondent sold that flat to another person and now the respondent is ready to refund the principal amount to the complainant.

4. Heard learned counsel for the parties and perused the record. Admittedly, the flat in question no.201 is sold by the respondent-promoter to other prospective buyer and the respondent is ready to refund the principal amount but the complainant is not ready to receive the said amount. However, this Bench/Authority has no jurisdiction to cancel the sale deed executed in favour of other prospective buyer by the respondent.

5. Taking into consideration the discussions and observations made above, this complaint case is disposed of by this Bench/Authority for availing other remedy before the other appropriate forum/court for redressal of his grievances.

This case is, accordingly, disposed of.

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.