

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**  
**Case No. RERA /CC/242/2023**

**M/s Geetanjali Vatika Pvt. Ltd. ....Complainant**

**Vs**

**Ranjeet Pandit . ....Respondent**

**Project: Green City**

**For the Complainant: Mr. Ankit Kumar, Advocate.**

**For the Respondent : Mr. Sunil Kumar Singh, Advocate.**

**11/07/2024**

**PROCEEDING**

Hearing taken up. Both parties are present.

The complainant states that he is the promoter. The respondent was the allottee. The respondent had booked the flat bearing "Block-A, Flat No. 502" with one covered car parking and out of consideration of Rs. 46,40,000/- he paid Rs/ 32.00 lakh and after once when the flat was not given to him, he has wanted to refund of the principal amount along with interest. The complainant/ promoter has refunded the principal amount to him but he has not refunded the interest amount as per the order originally passed by the Bench of Mr. R.B. Sinha. Now the complainant/ promoter wants to cancel the agreement for sale that was executed between the respondent and the complainant, but the respondent allottee states that unless he gets the interest amount refunded he would not cancel the agreement for sale.

The complainant/ promoter has stated in the court that there was a clause in the earlier proceeding that once the principal amount is refunded, the respondent allottee would come for the cancellation of the agreement for sale but he has not given any evidence regarding that statement.

Put up for hearing on 23<sup>rd</sup> August, 2024.

**Sd/-**  
**Nupur Banerjee**  
**Member**