**EAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Bench of Inquiry Commissioner, Sri Sanjaya Kumar Singh, RERA, Bihar**

**RERA/CC/41/2026**

**Moumita Mitra ……Complainant**

**Vs**

**M/s Kashyap Green Homes Pvt. Ltd. ……Respondent**

**Project: Kashyap Green City**

**Present: For Complainant: Ms. Kriti Suman, Advocate**
**For Respondent: Mr. Bishwash Vijeta, Advocate**

**23/09/2026** **PROCEEDING**

Hearing taken up. Ms. Kriti Suman, learned counsel for the complainant is present. Mr. Bishwash Vijeta, learned counsel for the respondent is also present.

Learned counsel for the complainant submits that the complainant does not want refund because she is not satisfied with the plea of the respondent that he is not ready to acknowledge the receipt of the money which has been paid in cash to the respondent. Actually, the complainant has paid Rs.7.00 lakh including Rs.5,99,949/- in cash.

Learned counsel for the respondent, however, denies and submits that an amount of only Rs.1,00,051/- has been paid by the complainant which was less than the amount required for booking though the respondent had given an allotment letter to the complainant in this regard. Despite an allotment letter issued by the respondent, the complainant has never bothered to make payment of any further amount to the respondent. In such circumstances, the respondent was compelled to cancel the booking made and sell the flat to a third party. Learned counsel for the respondent, therefore, requests for closing this case as it does not bear any merit. He also submits that he is ready to pay the entire paid amount of Rs.1,00,051/-.

Learned counsel for the complainant denies the averments made by the learned counsel for the respondent submitting that the complainant has not only paid Rs.1,00,051/- but has also paid Rs.5,99,949/- in cash to the respondent company but despite the same, the respondent is not ready to acknowledge the receipt of the amount paid in cash and hence, she is ready to even forego refund of the amount of Rs.1.00 lakh as is being committed by the learned counsel for the respondent.

On perusal of the record and after hearing the submission, the fact which emerges is that the complainant had booked two flats bearing Flat Nos. 401 and 402 having a super built-up area of approximately 1450 sq.ft. and 1580 sq.ft. respectively along with corresponding parking space in the impugned project named Kashyap Green City. It is being claimed by the complainant that she has paid a total amount of Rs.1,00,051/- (Rs. One lakh fifty one only) through

banking transaction and Rs.5,99,949/- in cash, thus totalling Rs.7.00 lakh in all. She claims to have paid Rs.7.00 lakh on different occasions towards booking of the said flats. The complainant has also submitted by way of written submission that despite an assurance by the respondent for incorporating and acknowledging payment including cash payment in the agreement for sale, the respondent has failed to execute the said agreement for sale in favour of the complainant and now the respondent is denying to accept payment made in cash to the respondent company and is only acknowledging the payment of Rs.1,00,051/- through banking transaction. The complainant by way of written submission has further submitted that the respondent was under an obligation to execute the agreement for sale as per the provisions of Section 13 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as 'the Act') read with Rule 8(2) of the Bihar Real Estate (Regulation and Development) Rules, 2017 (hereinafter referred to as 'the Rules') and the cancellation was to be done only in terms of the agreement for sale but for wrong intentions the respondent has not only failed to acknowledge the payment of the amount of approximately Rs.6.00 lakh by way of cash but also preferred to cancel the booking of the above said flats and selling the same to a third party without any notice to the complainant. The complainant has submitted that in view of the facts stated above, the action of the respondent by cancelling the booking of Flat Nos. 401 and 402 which was earlier made in favour of the complainant without serving any notice to the complainant is totally illegal and in utter violation of Section 11(5) of the Act and is also hit by the doctrine of Priority embodied u/s 48 of Transfer of Property Act, 1882. The complainant in her written submission has prayed for directing the respondent to execute the requisite agreement for sale in favour of the complainant and also hand over the possession of booked flat nos. 401 and 402.

Learned counsel for the respondent, on the other hand, has denied the averments made by the learned counsel for the complainant and has submitted during the hearing that the total cost of the flat no. 401 and 402 was Rs.29.40 lakh and Rs.23.70 lakh respectively including car parking space on the ground floor of the said project apart from other taxes as applicable and the same was explicitly mentioned in the allotment letter issued in favour of the complainant by the respondent vide its letter dated 08.07.2012 and 07.07.2012 respectively. He further submits that a detailed list of instalments was outlined in the said allotment letter. He also submits that a mere perusal of the said letter makes it clear that even at the time of booking it was required that 10% of the total consideration amount which came to Rs.2.94 lakh and Rs.2.37 lakh respectively was required to be paid at the time of booking but only a paltry amount of Rs.1,00,051/- for the two flats was paid by the complainant. The payment was so meagre that it was difficult for the respondent to execute the agreement for sale in favour of the complainant by the respondent. Despite regular persuasion at the end of the respondent, the complainant failed to make payment of the due booking amount and hence, the said booking was cancelled.

On perusal of the record of the case it is observed that the complainant has annexed the allotment letter bearing No.401-A/2012-13 dated 08.07.2012 and 402-A/2012-13 dated 07.07.2012. A cautious reading of the said allotment letter makes it clear that the respondent had allotted flat nos. 401 and 402 in 'A'

block of 3-BHK each admeasuring 1450 sq.ft. and 1580 sq.ft. respectively in the impugned project 'Kashyap's Green City' at Jalalpur West of Canal towards Khagaul, Off Bailey Road, Patna District along with a car parking space in favour of the complainant. The Bench further observes that without serving any show cause notice and also any cancellation notice to the complainant, the flat has been cancelled and sold to a third party. It is, thus, apparent that the respondent despite having allotted the above said flat in favour of the complainant without raising any demand notice to the complainant and without giving any show cause notice to the complainant regarding cancellation and further without giving any proper cancellation notice also to the complainant has sold the flat booked in favour of the complainant to a third party which prima facie appears to be a blatant violation of the provisions contained in the Real Estate (Regulation and Development) Act, 2016 and also the Transfer of Property Act, 1882. The Bench further observes that the learned counsel for the complainant has been regularly asserting that the complainant has paid the cash amount of approximately Rs.6.00 lakh but the same has never been acknowledged by the respondent. The act of the respondent has thus frustrated the complainant to the extent that she is even ready to forego the refund of even Rs.1.00 lakh which has been paid to the respondent through banking transaction. The Bench, therefore, deems it appropriate to give a last opportunity to both the complainant and the respondent for presenting their case and submitting the written notes of argument on their behalf especially with regard to the points given hereinbelow:

(i) Whether any prior show cause notice before cancellation of the booking was given to the complainant?
(ii) Whether any cancellation notice was served on the complainant?
(iii) Whether any demand note regarding payment of the due amount was ever served on the complainant?
(iv) Whether any notice regarding execution of the agreement for sale was ever given to the complainant by the respondent along with the conditions for the same?
(v) Whether any Kacha receipt regarding payment of Rs,5,99,949/- as claimed by the complainant is there with the complainant?
(vi) Whether any communication by the complainant has been done with the respondent earlier?

It is expected that both the complainant and the respondent shall be present on the next date of hearing and shall file an additional written notes of argument regarding the above details, after which a final decision shall be taken in this regard.

Put up this case for further hearing on 27.10.2026.

Sd/-

(Sanjaya Kumar Singh)
Inquiry Commissioner,
RERA, Bihar