

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**

**Before the Single Bench of Mrs Nupur Banerjee, Member**

**Case No.CC/334/2023**

**Kiran Devi**

**.....Complainant**

**Vs**

**M/s Shree Loknath Baba Homes Pvt. Ltd.**

**.....Respondent**

**Project: Sarvayoni City**

**Present: For Complainant: Mr. Pankaj Kumar, Advocate  
For Respondent: Mr. Sumit Kumar, Advocate**

**22/07/2024**

**PROCEEDING**

Hearing taken up. Both the parties are present through their respective learned counsel.

Learned counsel for the complainant has filed rejoinder giving a copy to the other party.

Learned counsel for the complainant states that the consideration money for the flat was Rs.15.00 lakh out of which the complainant has paid Rs.5.00 lakh to the promoter company. After that, she has not paid the remaining amount. Now, she is ready to pay the remaining amount provided the flat is being given to her.

Learned counsel for the respondent states that as per the Agreement for Sale the complainant was to pay the remaining amount i.e. Rs.10.00 lakh within seven days of execution of the agreement but the complainant has failed to pay that amount. So, he has cancelled the agreement suo moto and has sold this flat to 3<sup>rd</sup> party.

Learned counsel for the complainant states that the complainant has not received any cancellation letter from the respondent company and now, she wants possession of the flat.

Learned counsel for the respondent states that as because he has sold the flat to other 3<sup>rd</sup> party, so he has already refunded the remaining amount i.e. Rs.4.50 lakh to the complainant. Learned counsel for the complainant states that she has not received this amount.

Learned counsel for the respondent states that he will submit the Bank statements in evidence to her return of money on the next date.

Put up for hearing on 30.08.2024.

**Sd/-  
Nupur Banerjee  
Member**