

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**  
**Case No. RERA /CC/262/2023**  
**RERA/AO/24/2023**

**Alo Rani**

**.....Complainant**

**Vs**

**M/s Grih Vatika Pvt. Ltd.**

**.....Respondent**

**Project: Green Vatika**

**01/08/2024**

**O R D E R**

This matter was last heard on 06.05.2024 when the complainant was present and the respondent was absent. The matter was fixed for order, however, due to preoccupation of the Bench in other matters, order could not be pronounced on the date fixed.

2. The complainant submitted that she booked a flat in 2017 and out of total consideration of Rs. 12.00 lakh, she had paid Rs. 3.60 lakh, but the respondent did not start the project till date. So, she prays for refund of the money with interest.

Learned counsel for the respondent submitted that they are willing to refund the money but in instalments.

The complainant submits that the respondent has not returned any amount. There has been a registered agreement between M/s Grih Vatika Homes Pvt. Ltd. and Alo Rani, w/o Avinash Kumar Singh in 2019, for 1-BHK flat under the project, "Raghunath Green Vatika", Flat No. 211, area 655 sq. feet, 1<sup>st</sup> floor. The flat is in Block-B. The complainant stated that there has been a considerable delay in completing construction of the flat and handing over its possession. The complainant paid the amount vide cheque no. 1. 928569, Rs.3,00,000/- (Rupees three lac only) dated 24.10.2017 and Cheque no.-2. 928571, Rs. 60,000/- (Rupees Sixty thousand only) dated 28.12.2017.

3. The agreement for sale was executed on 29<sup>th</sup> March, 2019, Deed no. 4120. The project is RERA registered. The money receipts are submitted.

4. The Bench takes the notes of submission of both the parties and peruses the record.

The Authority observes that the complainant booked a flat in 2017 and out of total consideration of Rs. 12.00 lakh, she had paid Rs. 3.60 lakh. There has been a registered agreement, executed on 29<sup>th</sup> March, 2019, Deed no. 4120, between M/s Grih Vatika Homes Pvt. Ltd. and Alo Rani, w/o Avinash Kumar Singh, in 2019, for 1-BHK flat under the project, "Raghunath Green Vatika", Flat No. 211, area 655 sq. feet, 1<sup>st</sup> floor, in Block-B. The money receipts are submitted. The project is RERA registered. The complainant stated that there has been a considerable delay in completing construction of the flat and handing over its possession. She prays for refund of the money with interest.

5. In the light of the above observations and also taking into consideration, the submissions made on behalf of the parties and going through the materials available on the record including the agreement for sale, dated 29<sup>th</sup> March, 2019, as well as the discussions made above, the Bench hereby directs the respondent company, M/s Grih Vatika Pvt. Ltd., to refund the principal amount of Rs. 3,60,000/- (Rupees Three lac and sixty thousand) to the complainant, Alo Rani, along with interest within sixty days of issue of this order. The rate of interest payable by the promoter shall be applicable for three years plus two percent interest above the MCLR rate of the State Bank of India from the date from which the amount became due till the date of payment.

6. The complainant is at liberty to press other claims, which are in the nature of compensation, before the Adjudicating Officer, RERA as per the provisions of RERA Act, 2016.

7. With the aforesaid observations and directions, this case is disposed of.

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