

REAL ESTATE REGULATORY AUTHORITY, BIHAR,

Before the Bench of Mr. Ved Prakash,

Special Presiding Officer

RERA/CC/153/2023

Pratiksha Sharma Complainant

Vs.

M/s Grih Vatika Homes Pvt. Ltd.Respondent

PROJECT: GREEN VATIKA

For the Complainant: In person

For the Respondent: Mr. Abhiraj Pujan, Advocate

28.05.2025

ORDER

The complainant along with her husband and learned counsel Mr. Abhiraj Pujan on behalf of the respondent are present.

2. The complainant submits that she had entered into an Agreement For Sale dated 07.11.2017 with the respondent – promoter to purchase Flat no.210 in Block – B having super built-up area of 989 sq. ft. along with reserve car parking on 1st floor of the project “Green Vatika” on consideration amount of Rs.25,51,000/-, out of which she paid Rs.13,00,000/- on different dates and in support thereof she has also filed payment receipts issued by the respondent, which are kept on the record. She further submits that the respondent had assured her to handover possession of the flat within the specified time but till date neither work of the project has been started nor possession of the flat has been handed over nor her money has been refunded in spite of sending of letter dated 22.12.2022 by her to the respondent for cancellation of agreement and refund of her money. Hence, she has filed this complaint for refund of her money along with interest.

3. Learned counsel for the respondent does not dispute the Agreement For Sale dated 07.11.2017 executed between the complainant and the respondent and payment of the

/2/

aforesaid amount made by the complainant. He further submits that since the complainant has cancelled her agreement and requested for refund of money, the respondent would refund her money.

4. Having heard the complainant and learned counsel for the respondent as well as going through the record, the Bench observes that the respondent - promoter neither honoured the commitment made to the complainant of completing the project and handing over possession of the flat within the time prescribed nor shows willingness to refund money of the complainant in spite of the letter dated 22.12.2022 sent by her cancelling the agreement and requesting for refund of her amount, which compelled her to file the instant complaint. However, the respondent's counsel has submitted that the respondent is ready to refund her money.

5. In the backdrop of the submissions made by the parties and on going through the material available on record, the Authority directs the respondent - company and its Managing Director Mr. Ranjeet Kumar Jha to refund the principal amount of Rs.13,00,000/- to the complainant along with interest at 2% above marginal cost of lending rate (MCLR) of the State Bank of India on total principal amount which becomes due till the date of payment within sixty days of issuance of order.

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

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

Sd/-

(Ved Prakash)

Special Presiding Officer, RERA, Bihar.