

**REAL ESTATE REGULATORY AUTHORITY, BIHAR**  
**Before the Single Bench of Mrs. Nupur Banerjee, Member**  
**Case No. RERA /CC/303/2023**

**Prafulla Kumar Srivastava & two others..Complainants**  
**Vs**

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

**Project: Green Vatika Apartment.**

**For the Complainant: In person**  
**For the Respondent : Mr. Shantanu Kumar, Advocate.**

**25/07/2024**

**ORDER**

Hearing taken up. Shri Prafulla Kumar Srivastava, complainant, appears in person. Shri Shantanu Kumar, Advocate appears for the respondent.

The complainant submits that he has paid Rs. 9.78 Lakh to the respondent for purchase of two flats bearing Flat No. 206 and 306 in Block-A of the project but neither the respondent completed the project nor refunded the principal amount. The registered agreement was done on 29.06.2017. The respondents had assured to handover the possession of the flat till 2019 but it has not been handed over till date. Hence, the complainants want refund of money with interest and compensation. The complainant submits that today itself i.e. 25.07.2024 he sent a cancellation letter to the respondent company.

The learned counsel for the complainant submits that the complainants have paid separately Rs. 4,89,000/- which is evidence from the money receipts issued by the Builder as well as its description in the registered agreement. The complainants further submitted that they are running from pillar to post to know about the status of the construction of the flat but to the surprise of the complainants, the project has not completed nor have they been handed over the possession of flat neither the complainants were informed about the stage of the construction of the apartment. In such circumstances the complainants have no option than to demand for money paid by them. In support of the payment, the complainants have filed receipts with the complaint.

The Bench takes the notes of submission of both the parties and peruses the record. The Authority observes that .....

In the light of the above observation and also taking into consideration the submission made on behalf of the parties and going through the materials available on the record as well as the discussion made above, the Bench hereby directs the respondent company to refund the principal amount of Rs. 9.78 Lakh to the complainants 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 2% interest above the marginal cost of lending rate (MCLR) of the State Bank of India from the date on which the amount becomes due till the date of payment.

. 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.

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

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