

**West Bengal Real Estate Regulatory Authority**  
**Calcutta Greens Commercial Complex (1<sup>st</sup> Floor)**  
**1050/2, Survey Park, Kolkata – 700 075.**

Complaint No.WBRERA/COM-000071

Jogesh Chandra Biswas.....Applicant

Vs.

Evanie Infrastructure Private Limited .... Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
3 ----- 04.07.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Respondent is absent in the online hearing despite due service of notice through speed post and email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Complainant submitted notarized affidavit dated 03.05.2023 containing her total submission regarding the Complaint matter, as per the last order of the Authority dated 27.04.2023, which has been received by this Authority on 08.05.2023.</p> <p>Let the said affidavit of the Complainant be taken on record.</p> <p>Respondent has failed to submit any Written Response on affidavit before this Authority till date, as per the orders of the Authority dated 27.04.2023 and 06.06.2023.</p>	

The Respondent was present on the first date of hearing on 27.04.2023, he was absent on the second date of hearing on 06.06.2023 and also today. Respondent also failed and/or neglected to submit Written Response as per the last two orders of the Authority.

Therefore reasonable opportunity and sufficient time has been given to the Respondent to defend this matter and submit his response but he failed and/or neglected to take the opportunity. No more time can be given to the Respondent to file Written Response because as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016, this Authority is under the obligation to dispose of the matters before it within the shortest possible time.

Hence the Authority is of the opinion to proceed with ex-parte hearing and disposal of this matter today.

The case of the Complainant is that he booked a 3BHK flat vide Application No. EEN004510 with approximately 906.25 Sq.ft., of super built-up area and he has paid Rs.12,49,241/- (Rupees twelve lakhs forty nine thousand two hundred forty one only) in three installments during the year 2018. As per the Agreement for Sale the flat was scheduled to be handed over by November, 2021 but the Respondent failed to give the delivery of possession of the flat within the scheduled time period. Moreover the construction of the project work has been stopped for a long time.

In the present circumstance, the Complainant prayed before the Authority for relief of refund of the entire Principal Amount paid by him along with interest as per RERA Act and Rules.

At the time of the hearing, the Complainant submitted that no substantial construction has taken place in the project land and also time for giving possession has already been elapsed in the year 2021. Therefore, he prayed before the Authority for full refund of the amount paid by him as mentioned above along with interest as per the RERA Act and Rules.

After examination of the affidavit of the Complainant and notary attested photocopy of documents annexed with the Affidavit and after hearing the Complainant in detail in the online hearing, the Authority is of the considered opinion that the Respondent has failed in his obligation to deliver the possession of the flat booked by the Complainant within the schedule time line that is within the year 2021 as per the Agreement for Sale executed between the parties. Therefore, as per the provisions contained in Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 17 & 18 of the West Bengal Real Estate (Regulation & Development) Rules, 2021, the Respondent is liable to refund the principal amount paid by the Complainant along with interest @SBI PLR + 2% per annum for the period starting from the date of respective payments made by the Complainant till the date of

realization.

Hence, it is hereby

ORDERED

that the Respondent shall refund the Principal Amount paid by the Complainant that is Rs.12,49,241/-(Rupees twelve lakhs forty nine thousand two hundred forty one only) to the Complainant along with interest @ **SBI Prime Lending Interest Rate +2% per annum** for the period starting from the date of respective payments made by the Complainant till the date of realization. The refund shall be made by bank transfer to the bank account of the Complainant within 45 days from the date of receipt of this order of the Authority by email.

The Complainant shall provide his bank account details, in which he wants to take the refund amount, to the Respondent within 3 days from date of receipt of this order of the Authority by email.

Complainant is at liberty to file an Execution Application on any plain paper annexing a copy of this Order, to this Authority, if the Respondent defaults to comply this order either in full or in part within the specified time period as mentioned in this order. In that case Respondent might be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five percent, of the estimated cost of the real estate project named '**Evanie Econest**', as determined

by this Authority, as per the provision contained in section 63 of the Real Estate (Regulation and Development) Act, 2016.

Copy of this order be served to both the parties by Speed Post and also by email immediately.

With the above directions the matter is hereby disposed of..

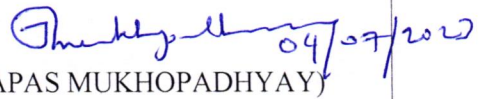


(SANDIPAN MUKHERJEE)  
Chairperson  
West Bengal Real Estate Regulatory Authority

  
(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority