

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

Complaint No. WBRERA/COM(PHYSICAL)000034

Sekhar Kumar Sengupta & Saheli SenguptaComplainant

Vs

Dharitri Infraventure Pvt. Ltd...Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
3 ----- 28.04.2023	<p>Complainants are present in the online hearing filing hazira through email.</p> <p>Advocate Sayantani Das is present in the online hearing on behalf of the Respondent filing hazira through email.</p> <p>The Respondent submitted a Supplementary Affidavit which has been received by the Authority on 17.04.2023.</p> <p>Let the Supplementary Affidavit of the Respondent be taken on record.</p> <p>The Complainant has submitted a Reply/Rejoinder on a Notarized Affidavit against the Supplementary Affidavit of the Respondent which has been received by the Authority on 27.04.2023.</p> <p>Let the Reply/Rejoinder of the Complainant be taken on record.</p> <p>Heard both the parties in detail.</p> <p>The Respondent in his Supplementary Affidavit proposed for 1 katha of land in alternative to the flat booked by the Complainant. The Complainant</p>	

in its Rejoinder rejected the proposal of the Respondent. At the time of hearing, the Complainants insisted for immediate refund of their hard earned money from the Respondent at the earliest.

The case of the Complainants is that, they booked a flat in the project named 'Dharitri Webcity' of the Respondent Company and the Memorandum of Understanding (MoU) was executed between the parties on 13.03.2018 and Rs.5,35,000/-was deposited as earnest and advance money out of the total consideration money of the flat of amounting to Rs.17,40,000/-. The project was cancelled by the Respondent and the Complainants prayed before the Authority for the refund of the Principal Amount paid by them along with interest.

As the project has been cancelled and the Respondent failed to deliver the possession of the flat booked by the Complainant as per the Memorandum of Understanding (MoU), therefore the Respondent is under the obligation to refund the Principal Amount of Rs. 5,35,000 (Rupees Five Lakhs Thirty Five Thousand Only) paid by the Complainant along with interest @ State Bank of India Prime Lending Rate + 2% p.a., as per provisions contained in Section 18 of the Real Estate (Regulation and Development) Act, 2016 and rule 17 of the West Bengal Real Estate (Regulation and Development) Rules, 2021..

Hence, it is hereby

ORDERED

that the Respondent shall refund the Principal Amount which was paid by the Complainant amounting to Rs.5,35,000/- (Rupees five lakhs thirty five thousand only) along with interest @ SBI Prime Lending Rate + 2 % p.a., for the period starting from the date of respective payments made by the Complainant till the date of final refund of the Respondent. The refund shall be made by bank transfer to the 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 to the Respondent by email, in which he wants to take the refund amount, within 3 days from date of receipt of this order of the Authority by email.

Copy of this order be served to both the parities 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