

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

Complaint No.WBRERA/COM-000063

Monaisa Niyogi Complainant

Vs.

Evanie Infrastructure Private Limited..... Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
03 28.06.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Advocate Shourya Basu representing the Respondent is present in the online hearing filing hazira and Authorization through email.</p> <p>Heard both the parties in detail.</p> <p>Respondent has failed to submit any Written Response on affidavit before this Authority till date.</p> <p>As per the last order of the Authority dated 06.06.2023, the Respondent was directed to submit a Notarized Affidavit containing his Written Response to the Complaint Petition and he was also directed to positively appear on the next date of hearing, failing which, the Authority shall have no other option but to proceed with ex-parte hearing and disposal of this matter for providing speedy justice to the Complainant.</p> <p>The case of the Complainant is that, she had booked a flat in the 'Prince Town Project' of M/s. Usashi Real Estate Pvt. Ltd., and Agreement for Sale was executed in the year 2018. The project did not progress as committed due to issues on the promoter side, hence the promoter M/s. Usashi Real Estate Pvt. Ltd. transferred her booking to the another project named 'Evanie Econest' developed by M/s. Evanie Infrastructure Pvt. Ltd. (present Respondent) which is a sister concern of M/s. Usashi Real Estate Pvt. Ltd.).</p> <p>Agreement for Sale was executed between the Complainant</p>	

and the present Respondent i.e. Evanie Infrastructure Pvt. Ltd. on 20.12.2021 and in total Rs. 5,65,000/- (Rupees five lakhs sixty five thousand only) has been paid by the Complainant to the Respondent in this regard. The possession of the said flat booked by the Complainant was scheduled to be given in the year December, 2023, but no substantial construction has been taken place in the project site of 'Evanie Econest'. It seems improbable to the Complainant that the project will be completed by December, 2023. Therefore, she prayed before the Authority for full refund of the amount paid by her, as mentioned above, along with interest as per the provisions of RERA Act and Rules.

In the last order of the Authority dated 06.06.2023, Respondent was directed to file Written Response and it was the last chance given to the Respondent to submit the same.

The Authority is of the opinion that already reasonable opportunity and sufficient time has been granted to the Respondent to file Written Response and therefore no more time can be granted to the Respondent to file Written Response on Affidavit.

After examination of the affidavit of the Complainant and notary attested photocopy of documents annexed with the Affidavit and after hearing both the parties in detail in the online hearing, the Authority is of the considered opinion that no substantial construction has been taken place in the project 'Evanie Econest' booked by the Complainant as per the Agreement for Sale between the parties and it is improbable in all respect that the Respondent will be able to deliver the Possession of the Flat complete in all respect to the Complainant within the scheduled time line that is within December 2023. 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%, 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 to the Complainant the Principal Amount paid by the Complainant amounting to Rs.5,65,000/- (Rupees five lakhs sixty-five thousand only) along with interest @ SBI Prime Lending Interest Rate +2%, 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 her bank account details, in which she wants to take the refund amount, to the Respondent 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