

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/COM000174

Tanmoy Chatterjee ..... Complainant

Vs.

Evania Infrastructure Private Limited..... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
02 26.09.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Respondent is absent in the online hearing today despite due service of hearing notice through speed post and also by email.</p> <p>Let the track record of the due service of hearing notice to the Respondent be kept on record.</p> <p>Respondent was absent on the last date of hearing on 17.08.2023 and he is also absent today. Moreover, in the last order of the Authority dated 17.08.2023, Respondent was directed to appear positively on the next date of hearing, otherwise, ex-parte hearing and disposal of this matter shall be done by the Authority on the ground of speedy disposal of justice, as per the provisions contained in section 29(4) of Real Estate (Regulation and Development) Act, 2016.</p> <p>Inspite of that order, the Respondent is absent today and he has not submitted any Written Response till today before the Authority.</p> <p>Therefore, the Authority is of the considered opinion that sufficient time and reasonable opportunity has been given to the Respondent to present their case and defend himself in the present matter but he neglected / failed to take the opportunity therefore the Authority shall now proceed with ex-parte hearing and disposal of this matter as per Rule 36(2)(h) of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and as per the provision of section 29(4) of the Real Estate (Regulation and Development) Act, 2016.</p> <p>The Complainant has submitted his total submission regarding this Complaint Petition on Notarized Affidavit dated 25.08.2023, as per the last order of the Authority dated 17.08.2023, which has been received by this Authority on 31.08.2023.</p> <p>Let the said Notarized Affidavit of the Complainant be taken on record.</p>	

Heard the Complainant in detail.

The case of the Complainant is that he had booked a flat in the project named as '**Evanie Econest**' of the Respondent Company on August'2017. As per the Agreement for Sale, he has paid 20% of the total cost of the flat booked by him amounting to Rs.3,42,353/- (Rupees Three lakhs Forty Two Thousand Three Hundred Fifty Three Only) in favour of the Respondent. The Respondent failed to deliver the possession of the flat within Feb' 2020 which was the schedule date of delivery of possession as per the Agreement For Sale. No construction in the project site has been observed by the Complainant. Therefore he had cancelled the booking on March, 2021.

The Complainant prays before the Authority for refund of the principal amount of Rs.3,42,353/- along with interest as per law.

After examination of the Notarized Affidavit of the Complainant and Notary Attested documents placed on record and after hearing the Complainant through online hearing, the Authority is of the considered view that the Respondent has failed miserably in his obligation to handover possession of the flat to the Complainant within the scheduled timeline and therefore, he is liable to refund the principal amount paid by the Complainant alongwith interest at the rate of SBI PLR +2% per annum for the period starting from the date of respective dates of payments made by the Complainant till the date of realization, as per the provisions contained in section 18 of the Real Estate (Regulation and Development) Act, 2016 read with rule 17 and 18 of the West Bengal Real Estate (Regulation and Development) Rules, 2021.

Hence it is hereby,

ORDERED

that the Respondent shall refund the Principal amount of Rs.3,42,353/- (Rupees Three lakhs Forty Two Thousand Three Hundred Fifty Three Only) paid by the Complainant alongwith interest @ SBI Prime Lending Rate + 2% per annum for the period starting from the respective dates of payments made by the Complainant till the date of realization.

The dates and amounts of payment made by the Complainant is given below for the purpose of calculation of interest:-

Sl. No.	Date	Amount
1.	22-08-2017	Rs.1,10,200/-
1.	20-09-2017	Rs.1,12,964/-
2.	11-07-2018	Rs.1,19,189/-
TOTAL		Rs.3,42,353/-

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

Complaint 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.

With the above directions the matter is hereby disposed of.

Let the copy of this order be served to both the parties by email and also by speed post immediately.



(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