

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

Complaint No. WBRERA/COM(PHYSICAL)000028

Swapna Roy and Prabuddha Kumar Roy

.....Complainant

Vs.

Jalan Builders Pvt. Ltd.

.....Respondent

Sl. Number and date of order	Order and Signature of Officer	Note of action taken on order
3 ----- 11-04-2023	<p>Complainants (Swapna Roy and Prabuddha Kumar Roy) are present in the online hearing filing hazira.</p> <p>Advocate Swapna Kumar Das is present in the online hearing on behalf of the Respondent filing hazira and authorization through email.</p> <p>As per the last Order of the Authority dated 10.03.2023, the Complainant submitted Notarized Affidavit containing his Rejoinder/Reply against the Written Response of the Respondent.</p> <p>Let the Rejoinder/Reply Affidavit of the Complainant be taken on record.</p> <p>Heard both the parties in detail.</p> <p>The case of the Complainant is that they booked a 2 BHK flat measuring about 667 Sq.ft. of built up area and 564 Sq.ft of carpet area in the project named 'NVR-PRIDE' situated at Pailan, Chak Rajumolla, D.H. Road, 24-Paregans (South), Kolkata-700104. He has paid total Rs.26,79,412/- (Rupees twenty six lakhs seventy-nine thousand four hundred twelve) only inclusive of the GST amount and the Registration fee to the Respondent for purchase of the said flat till date. As per the Agreement for Sale executed between the parties the schedule date of the delivery of possession of the flat was December, 2019 with a grace period of further six months. The Respondent failed to deliver the possession of the flat within the schedule time frame.</p> <p>At the invitation of the Respondent, the Complainant went for inspection of the flat on 21.12.2022 and found that the flat has not yet been ready for taking possession. Therefore, the Complainant do not want to wait any more for</p>	

completion of the flat due to inordinate delay in delivery of possession of flat.

The Complainant prayed before the Authority for refund of the principal amount paid by him along with interest.

After hearing the parties and after examination of the documents submitted by both the parties on Affidavit and in the circumstances mentioned above, the Authority is of the view that the Respondent miserably failed in his obligation to give delivery of possession of the flat within the time frame as mentioned in the Agreement for Sale and therefore he is under obligation to refund the principal amount paid by the Complainant minus the GST amount and the Registration Fee (if already paid to the department) along with interest as per RERA Act and Rules. As the GST amount and Registration Fee are already paid to the Govt., it cannot be refunded by the Respondent.

It is hereby,

ORDERD

that the Respondent shall refund the principal amount of Rs.26,79,412/- minus the GST amount and the Registration fee (if already paid to the department) along with interest @SBI PLR +2% from the respective date of payment by the Complainant till the date of realization. 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 Complainants shall send their bank account details to the Respondent, in which they want to take the refund amount, within 3 days from the date of receipt of this order of the Authority by email.

The Complainant is at liberty to file an execution application before this Authority, if the Respondent failed to comply this order of the Authority within the stipulated time period.

Let copy of this order be sent to both the Complainant and the Respondent by Speed Post and also by email immediately.

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



(SANDIPAN MUKHERJEE)

Chairperson

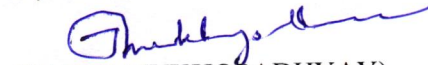
West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority