

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

Complaint No.WBRERA/COM 000624

Suvodeep Mukherjee & Shruti Mukherjee..... Complainants

Vs

1. Bhowmic Construction
2. Ajoy Bhowmic
3. Tulika Bhowmic Respondents

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
03 12.03.2024	<p>Advocates of the Complainants Shri Hitendra Pramanik and Shri. Nirmalya Ghosh are present in the physical hearing and signed the Attendance Sheet.</p> <p>Respondents are absent in the physical hearing despite due service of hearing notice to the Respondents through speed post and also through email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>The Complainants have submitted a Notarized Supplementary Affidavit dated 26.02.2024, as per the last order of the Authority dated 15.02.2024, which has been received by this Authority on 28.02.2024.</p> <p>Let the said Notarized Supplementary Affidavit of the Complainants be taken on record.</p> <p>The Respondents did not submit any Written Response till date in complete non-compliance with the last order of the Authority dated 15.02.2024.</p> <p>No more chance / time can be given to the Respondent as the Authority is of the opinion that sufficient time and opportunity has been given to the Respondent to present their case and defend themselves before the Authority. As per the provision of section 29(4) of the Real Estate (Regulation and Development) Act, 2016, the Authority is under the obligation to dispose of the matters before it as early as possible.</p> <p>Heard the Complainants in detail.</p> <p>The Case of the Complainants is that, they approached the Respondents who</p>	

agreed to sell an apartment bearing no -401 measuring more or less 888 sq ft super built up area on the 4th floor of the project named '**Snehalata Abasan**', situated within Mouza Gar Berhampur, Dist- Murshidabad at a total consideration of Rs 15,75,000/-. They have paid in good faith the full consideration for the said apartment by installments to the Respondents by 12.05.2017. A deed of sale dated 25-01-2018 was executed on 30th Jan, 2018 at the office of A.D.S.R Berhampur , Dist - Murshidabad and registered in book no 1 volume no 1203-2018 page from 27948 to 27991 being no. 120301400 for the year 2018. This deed of sale was executed by Respondent no. 1 – Bhowmick construction of which Respondent no.2 - Ajoy Bhowmick and Respondent no.3- Tulika Bhowmick were the partners and they represented themselves as owner cum developer. The Complainants paid proper stamp duty and registration fees of Rs.1,54,900/-. The Respondents assure the Complainant that the possession of the said flat would be handed over within one month from the date of sale of the flat, when C.C. / O.C. shall also be handed over to them. The Complainants relied upon these statements of the Respondent and signed the sale deed on 25.01.2018. The Complainants requested several times to the Respondents for delivery of possession of the said apartment but the Respondents did not pay any heed to their requests.

After examination of the Notarized Affidavit and Supplementary Affidavit of the Complainants and Self Attested documents placed on record and after hearing the Complainant through physical 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 deliver possession of the flat immediately to the Complainants and pay interest for the delay period in giving possession. The registration of the deed of conveyance of the subject matter flat in favour of the Complainants was done on 25.01.2018 and the Respondents assured the Complainants to handover the flat to them within one month from the date of registration of the deed of conveyance. Therefore the Respondents are liable to pay interest from 26.01.2018 till the date of actual delivery of possession of the flat to the Complainants. Interest to be paid at the rate of SBI PLR +2% per annum for the period starting from 26.01.2018 till the actual date of delivery of possession of the flat by the Respondent and interest shall be calculated on the total amount of Rs.15,75,000/- paid by the Complainants, as per 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

- a) That the Respondents shall deliver the possession of the flat bearing no.401 to the Complainants within 90 days from the date of receipt of this order of the Authority through email; and
- b) The Respondents shall pay interest at the rate of SBI PLR+2% per annum, calculated on the total amount of Rs.15,75,000/-(Rupees fifteen lakhs seventy five thousand only) paid by the Complainant, for the period starting

from 26.01.2018 till the date of actual delivery of possession of the subject matter flat and the payment shall be made within 90 days from the actual date of delivery of possession. The payment shall be made by **bank transfer** to the bank account of the Complainant, within **90 days** from the date of actual delivery of possession.

- c) The Complainants shall send their bank account details in which they want 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.

Complainants are 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 '**Snehalata Abasan**', as determined by this Authority, as per the provision contained in section 61 or 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