

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/COM000185

Indrani Chakraborty ..... Complainant

Vs.

Soumita Construction Pvt. Ltd..... Respondent

Sl. Number and date of order	Order and Signature of Authority	Note of action taken on order
03 06.11.2023	<p>Advocate Vinit Sharma is present on behalf of the Complainant in the online hearing filing hazira and vakalatnama through email.</p> <p>Advocate Masooma Khan is present in the online hearing on behalf of the Respondent filing hazira and vakalatnama through email.</p> <p>The Respondent submitted a Written Response on Notarized Affidavit dated 28.10.2023 containing his total response regarding this Complaint Petition, as per the last order of the Authority dated 05.10.2023, which has been received by this Authority on 02.11.2023.</p> <p>On perusal of the Written Response, it transpires to the Authority that the said Response contains certain errors. There is mention of OP-1, OP-2 &amp; 3 but in this matter only M/s Soumita Construction Private Limited is the only Respondent / Opposite Party (OP).</p> <p>Respondent stated at the time of hearing today that this is typographical error but this Authority is of the considered opinion that this should not be treated as typographical error and Respondent was warned that this type of negligence should not be repeated by the Respondent at the time of submitting Affidavit before the Authority in future, otherwise this Authority may take punitive action against the Respondent.</p> <p>Let the said Written Response of the Respondent be taken on record.</p> <p>Heard both the parties in detail.</p> <p>The Respondent proposed in their Affidavit as well as at the time of hearing for giving alternative flat to the Complainant.</p> <p>Complainant outright rejected the proposal of the Respondent regarding accepting any alternative flat.</p> <p>The case of the Complainant is that she has booked a flat bearing No. 4G on the 4<sup>th</sup> floor, Tower-5, having total super built up area of 1014 sq.ft (approx) along with the parking and other facilities, in the project named as <b>'The County</b></p>	

**Phase-1B'** of the Respondent Company situated at Nepal Gunge Road, Daulatpur, P.S. Bishnupur, South-24 Parganas by an application dated 02.06.2014. The Allotment Letter was issued by the Respondent and Agreement for Sale was executed between the two parties on 09.08.2014. As per Agreement for Sale, he has paid an amount of Rs.6,11,942/- (Rupees six lakhs eleven lakhs nine hundred forty two only) of the Respondent. The total value of the flat was Rs.32,56,622/-. More than 8 years have been passed from the signing of the Agreement for Sale, the Respondent Company has failed to handover the possession of the said flat within the schedule time-line as agreed between the parties. On 10.07.2019 the Complainant sent an email to the Respondent for refund of the Principal Amount along with interest.

Therefore, the Complainant prayed before the Authority for the relief of refund of the Principal Amount paid by the Complainant along with interest as per RERA Act and Rules.

After examination of the Notarized Affidavits of both the parties and Notary Attested documents placed on record and after hearing both the parties 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.6,11,942/- (Rupees six lakhs eleven lakhs nine hundred forty two 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.	10-06-2014	Rs.51,545/-
2.	02-08-2014	Rs.5,60,397/-
TOTAL		Rs.6,11,942/-

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 '**The County Phase-1B**', 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