

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

Complaint No.WBRERA/COM-000198

Dr. Manju Banik.....Complainant
Vs.

Simoco Systems & Infrastructure Solutions Ltd..... Respondent No.1
Mr. Prosenjit Mukherjee, M.D of Simoco Systems & Infrastructure Solutions Ltd..... Respondent No.2

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
2 ----- 07.11.2023	<p style="text-align: center;">Complainant is present in the online hearing filing hazira through email.</p> <p style="text-align: center;">Smt. Poulami Chakraborty, Authorized Representative of the Respondent Company is present in the online hearing on behalf of the Respondent, filing hazira and Authorization through email.</p> <p style="text-align: center;">Heard both the parties in detail.</p> <p style="text-align: center;">Complainant has submitted his notarized affidavit dated 28.09.2023 containing his full submission regarding the Complaint Petition, as per last order of the Authority dated 26.09.2023, which was received by this Authority on 10.10.2023.</p> <p style="text-align: center;">Let the said Notarized Affidavit of the Complainant be taken on record.</p> <p style="text-align: center;">Respondent has also submitted his Written Response dated 03.11.2023 containing his full submission regarding the Affidavit of the Complainant, as per the last order of the Authority dated 26.09.2023, which has been received by this Authority through email on 06.11.2023.</p> <p style="text-align: center;">Let the said Written Response of the Respondent be taken on record.</p> <p style="text-align: center;">Heard both the parties in detail.</p> <p style="text-align: center;">The case of the Complainant is that she has booked an 3 BHK apartment bearing No. 1E, in 1st Floor in the building of 3B 30 in the project named as 'Sanhita Housing Project', situated at Rajarhat, Kolkata of the Respondent Company in the year 2014. She stated that the Agreement for Sale was executed between the Complainant and the Simoco Systems & Infrastructure Solutions Limited in the year 2015. As per the Agreement for Sale she has paid Rs.10,27,775/- time to time from the year 2014 to 2017. As per the said</p>	

Agreement for Sale the delivery of possession of the flat was scheduled to be held within the the year 2018. She has observed that during the last 7 years, no construction work was done in the Building 3 B 30. As per the Sale Agreement, Respondent has committed to complete the building and give the delivery of the possession of the flat within 4 years of allotment that is in the year 2018. Even after 9 years the building has not been constructed and no construction work has been going on for more than 7 years.

Therefore, the Complainant prays before the Authority for refund of the principal amount of Rs.10,27,775/- (Rupees ten lakhs twenty seven thousand seven hundred seventy five only) alongwith interest as per RERA Act and Rules made thereunder.

Respondent stated in their Affidavit and also at the time of hearing that they will make the refund in 6 instalments to the Complainant but the Complainant at the time of hearing outright rejected the proposal of the Respondent.

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

a) Let **Simoco Systems & Infrastructure Solutions Ltd** be included as Respondent no. 1 in the present matter because the Agreement For Sale dated 25.06.2015 has been executed between Simoco Systems & Infrastructure Solutions Ltd and the Complainant. Mr. Prosenjit Mukherjee, M.D of Simoco Systems & Infrastructure Solutions Ltd be made the Respondent no. 2 in this matter ;and

b) The Respondent no.1 shall refund the Principal amount of Rs.10,27,775/- (Rupees ten lakhs twenty seven thousand seven hundred seventy five 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.	25-03-2014	Rs.25,875/-
2.	01-07-2014	Rs.3,41,528/-
3.	25-06-2015	Rs.3,54,978/-
4.	11-03-2017	Rs.3,05,392/-
TOTAL		Rs.10,27,773/-

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 '**Sanhita Housing Project**', 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



Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority