

**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/COM-000105

Shrisendu Basu.....Complainant

Vs

Evanie Infrastructure Private Limited..... Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
3 ----- 20.07.2023	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Respondent is absent in the online hearing despite due service of notice through speed post and email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Respondent was directed to submit Written Response on Notarized Affidavit in the 1st order of the Authority dated 23.05.2023 and 2<sup>nd</sup> order of the Authority dated 28.06.2023 but he failed and / or neglected to submit the Written Response till date.</p> <p>Respondent was categorically warned in the last order dated 28.06.2023 that it was the last chance to file Written Response and no more chance would be given to him to file the same.</p> <p>In the last order, the Respondent was further directed to remain present on the next date of hearing, failing which the Authority shall have no other option but to proceed with ex-parte hearing and disposal of this matter on the next date of hearing.</p>	

Respondent was present on the 1<sup>st</sup> date of hearing on 23.05.2023 and also on the 2<sup>nd</sup> date of hearing on 28.06.2023 but he is absent today despite specific direction of this Authority.

Therefore reasonable opportunity and sufficient time has been given to the Respondent to defend this matter and submit his response but he failed and/or neglected to take the opportunity. No more time can be given to the Respondent to file Written Response because as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016, this Authority is under the obligation to dispose of the matters before it within the shortest possible time.

Hence the Authority is of the opinion to proceed with ex-parte hearing and disposal of this matter today.

The case of the Complainant is that he booked an 1BHK flat on 01.09.2017 in the project of the Respondent Company named as '**Evanie Econest**' and he has paid total Rs. 4,29,736/- only to the Respondent in this regard. Agreement for Sale was signed between the parties on 19<sup>th</sup> July, 2018. The Respondent Company failed to deliver the possession of the flat within the time period as mentioned in the Agreement for Sale. As per the Complainant no substantial construction has been taken place in the said project.

The Complainant prayed for the relief of refund of the Principal Amount of Rs.4,29,736/- (Rupees Four Lakhs Twenty Nine Thousand Seven Hundred Thirty Six Only) paid by him along with interest.

At the time of the hearing, the Complainant submitted that no substantial construction has taken place in the project land and also time for giving possession has already been elapsed in the year 2021. Therefore, he prayed before the Authority for full refund of the amount paid by him as mentioned above along with interest as per the RERA Act and Rules.

After examination of the affidavit of the Complainant and notary attested photocopy of documents annexed with the Affidavit and after hearing the Complainant in detail in the online hearing, the Authority is of the considered opinion that the Respondent has failed in his obligation to deliver the possession of the flat booked by the Complainant within the schedule time line that is within the year 2021 as per the Agreement for Sale executed between the parties. Therefore, as per the provisions contained in Section 18 of the Real Estate (Regulation & Development) Act, 2016 read with Rule 17 & 18 of the West Bengal Real Estate (Regulation & Development) Rules, 2021, the Respondent is liable to refund the principal amount paid by the Complainant along with interest @SBI PLR + 2% per annum for the period starting from the date of respective payments made by the Complainant till the date of realization.

Hence, it is hereby

ORDERED

that the Respondent shall refund the Principal Amount paid by the Complainant that is Rs.4,29,736/- (Rupees Four Lakhs Twenty Nine Thousand Seven Hundred Thirty Six Only) to the Complainant along with interest @ **SBI Prime Lending Interest Rate +2% per annum** for the period starting from the date of respective payments made by the Complainant till the date of realization.

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

Complainant 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.

Copy of this order be served to both the parties by Speed Post and also by email immediately.

With the above directions the matter is hereby disposed of.



(SANDIPAN MUKHERJEE)

Chairperson

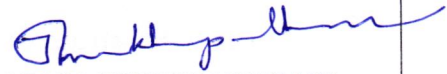
West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority