



During the hearing the Respondent sought time to file their reply. Accordingly, next date of hearing was fixed on 19/03/2019.

**On 19/3/19**, both the parties appeared for hearing. During the hearing the Respondent filed reply wherein the Respondent has stated that the Respondent is willing to shift the Complainant to Tower No. 1 or 2 which is West Bengal Housing Industry Regulatory Authority registered as the Tower No.8 of the Project is abandoned by the developer. The Respondent further submitted that the Respondent also agreed to refund the money paid by the Complainant along with interest in 6 (six) EMIs.

A copy of the reply has also been handed over to the Complainant when the Complainant stated that Tower No. 8 of the Project is not at all abandoned as the official website of the Respondent reflects total 11 numbers of Towers in the Project and submitted a copy of screenshot dtd. 07.03.2019 of the official website of the Respondent wherein it clearly stated that total 11 number of towers are in the Project including Tower No. 8. The Complainant further stated during the hearing that the Complainant wants some time to file their written objection in respect of the reply filed by the Respondent.


The next hearing was fixed on 14/05/2019.

During the hearing **on 14/05/2019** the Complainant appeared but the Respondent failed to appear in spite of proper notice.

The Complainant in their written objection against the reply filed by the Respondent has submitted that as the Respondent has accepted to refund the amount paid along with interest to the Complainant who has sought interest @2% per month (compounded monthly) from the date of payment made by the Complainant and the amount is Rs. 28,28,490/- and the Complainant also sought refund of the money Paid in three(3) installments and within two months from the date of order.

I have gone through the complaint and the documents submitted by both the parties and submissions made by both the parties during the hearing.

It is fact that the Complainant has made payment of Rs. 9,17,821/- to the Respondent but the Complainant has not received the possession of the flat till date and since the Respondent has agreed to refund the amount paid by the Complainant.

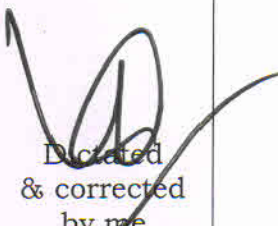
  
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by me



It is hereby ordered that the Respondent shall refund the amount paid by the Complainant along with interest @ 2% per month compounded monthly from the date of payment made as per the agreement on buyer's default till commencement of West Bengal Housing Industry Regulation Act, 2017. The Respondent shall pay interest @ State Bank of India Prime Lending Rate plus 2% per annum as per rule 18 of the West Bengal Housing Industry Regulation Rule, 2018. The refund of the amount paid by the Complainant along with interest shall be made by the post dated cheques in three instalments within two months.

The matter is disposed of accordingly.

Let the copy of the order be communicated to both the parties.



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by me



Designated Authority,  
Housing Industry Regulatory Authority