

ORDER SHEET

**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

Complaint No. COM-000218


Kishor Jain.....Complainant

AND

Nestwood Estates Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
2 ----- 24-02-2020	<p>Complainant is present filing hazira.</p> <p>The Respondent is not present despite due service of notice as per postal slips. Let the service return be kept on record.</p> <p>This Authority noted from the records of this case that Respondent Company did not participate in the hearing on the earlier date also, that is on 22.01.2020, despite due service of the notice and accordingly this Authority is satisfied to proceed ex parte in terms of Rule 36(2) of WBHIRA Rules, 2018.</p> <p>Heard the complainant in detail.</p> <p>The Complainant submitted a written application and pointed out therein that he booked the flat in the year '2015' which has been recorded in the order dated 22.01.2020 of this Authority as '2014', he prayed for rectification of the same in the said order. Also he stated that that the correct spelling of his name is 'Kishor Jain' which has been recorded as 'Kishore Jain' in some places of the order dated 22.01.2020.</p> <p>Considered the prayer of the Complainant and allowed the rectification as prayed for. The correct spelling of the name of the Complainant is Kishor Jain and he booked a flat bearing number D3 in the year 2015 in the project named</p>	

Dictated & corrected by me



'Nestwood Maple' of the Respondent Company. Let the record of this case be corrected accordingly.

The Complainant filed documentary evidences in support of his case before this Authority which have already taken on record and stated in the Order of this Authority dated 22.01.2020.

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The evidence produced by the complainant has been examined. This is evident that the Respondent Company invited applications from the prospective home buyers for the project namely 'Nestwood Maple' and the Complainant booked a 2 BHK flat measuring 676 sq ft bearing no. D3 on 3<sup>rd</sup> Floor in Tower No. T-42 of the said project of the Respondent Company by paying the requisite booking money against Form No. 0275 which has been duly accepted and confirmed by Respondent Company.

The Complainant paid total Rs.2,01,106/- in this regard to the Respondent. The details of the payments are as follows:-

Complainant paid Rs.60,000/- vide cheque No. 001162 dated 10.01.2015, Rs. 54,400/- vide Cheque No.001161 dated 16.04.2015 and Rs.86,706/- vide Cheque No.836384 dated 16.04.2015.

After examining the brochure of the project of the Respondent Company and verifying the money receipts and confirmatory letter of Allotment duly issued by the Respondent Company, this is proved beyond any level of doubt that the Respondent Company could not fulfil their obligations made in the allotment letter against Form/Application No.0275 as stated in detail in this Authority's order dated 22/01/2020 and failed to give delivery of possession of the said flat to the Complainant within the year 2019 as per the assurance given. The Authority is satisfied to the effect that the Complainant booked the flat in their project and the Respondent Company could not fulfil their obligations to complete the project and offer possession to the Complainant within the time as agreed between the parties for the reasons best known to the Respondent Company.

Accordingly, after careful examination of the facts of the case and

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documentary evidence produced by the Complainant, this Authority is satisfied that there are serious breaches on the part of the Respondent regarding delivery of possession to the Complainant within the time as agreed between the parties and therefore it is hereby

Ordered.

that the Respondent Company shall refund entire amount of Rs.2,01,106/- paid by the Complainant alongwith interest at the rate as agreed upon between the parties as per the General Terms and Conditions (GTC) from the date of payment to 31.05.2018 and at the rate of SBI Prime lending interest rate plus 2% from 01.06.2018 till the date of final payment of refund. Respondent Company shall refund the amount in the bank account of the Complainant by bank transfer within 45 days from the date of communication of this order.

It is to be noted that failure to comply orders of this Authority shall attract the penal provisions of WBHIRA Act, 2017 in terms of section 63 of the Act.

The Complainant is allowed to serve the copy of final order along with the order dated 22/01/2019 and seek refund of the amount from the Respondent as per this order.

Complainant is at liberty to take steps to approach the appropriate Authority for execution of this order if not complied by the Respondent Company.

Let copy of this order be served to both the parties.

This Complainant petition is thus disposed off.

  
(ONKAR SINGH MEENA)  
Designated Authority,  
Housing Industry Regulatory Authority,  
West Bengal.