

ORDER SHEET


WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY

Complaint No. COM-000136 of 2019

Parijat De.....Complainant

AND

Shrachi Burdwan Developers Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
1 ----- 21-10-2019 Dictated & corrected by me 	<p>Complainant is present. Respondent Company represented by Mr. Priyankar Dasgupta as authorised by Respondent Company.</p> <p>Heard both the parties in detail.</p> <p>The Complainant paid amount of Rs.2,38,801/- as booking amount for property in the project Burdwan Renaissance of the Respondent but later decided to cancel the booking as the property is lease hold instead of free hold, which she believed to understand at the time of booking.</p> <p>Respondent submitted the copy of general terms and conditions accepted by the Complainant wherein it is clearly mentioned that 10% of the consideration money shall be taken as earnest money i.e, booking amount which is liable to be forfeited entirely in the event of default on the part of the purchaser. The Complainant pleaded ignorance about terms and conditions as she signed the same without understanding the implications and stated that such a huge amount should not be forfeited as cancellation charges.</p> <p>This Authority is of the view that deduction from refund is admissible in lieu of processing charges and other expenses incurred by Respondent but</p>	

forfeiture of entire 10% of the total price of the property is not justified and reasonable and there is no rationale of forfeiture of entire booking charges to recover costs. The allotment letter issued by the Respondent Company, though mentions 10% charges as earnest money but does not specify the consequences of the cancellation of allotment, and does not mention that this entire money paid by buyer will be forfeited on cancellation.

Accordingly, on examination of the facts of the case and considering all aspects, this Authority is of the view that forfeiture of entire booking money is unjustified and irrational and does not seem to be in proportionate to the expenses the Respondent Company might have incurred due to cancellation of booking. Respondent Company admitted to this position and pleaded for appropriate order this Authority, may deem appropriate.

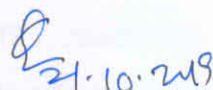
Considering all aspects, it is hereby

Ordered

that Respondent shall refund the booking charges within 30 days of issue of this order, after deducting the actual processing charges and other expenses incurred by the Respondent, which shall not exceed 5% of total booking money (5% of Rs.2,38,801/-) realised from the Complainant.

The Complainant shall issue demand to the Respondent Company, within one week from date of receipt of the order and Respondent shall refund the money as per this order, within 22/11/2019..

The case is thus disposed off.


(ONKAR SINGH MEENA)

Designated Authority,
Housing Industry Regulatory Authority,
West Bengal.

Dictated
& corrected
by me

