

ORDER SHEET

**WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY**

Complaint No. COM-000046 of 2019

PRADIPTA BHASKAR CHATTERJEE.....Complainant

AND

AURORA STUDIO PVT. LTD. and others.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
4 ----- 29-05-2019	<p>An online complaint was received as per Section 31 of the West Bengal Housing Industry Regulation Act, 2017 vide complaint No. <b>COM-000046</b> dated <b>18/03/2019</b> at the WB Housing Industry Regulatory Authority from Complainant <b>Pradipta Bhaskar Chatterjee of Flat 14F, Tower -4, South City, 375, Prince Anwar Shah Road, Police Station - Jadavpur, Kolkata - 700068</b> and as per Rule 36 of the West Bengal Housing Industry Regulation Rules, 2018, NOTICE was issued for the alleged contravention and the Respondent as well as the Complainant were directed appear for hearing at the Office of the WB Housing Industry Regulatory Authority on 16/4/19.</p> <p><b>On 16/4/19</b>, the Complainant appeared. However, the Respondent failed to appear in spite of proper notice.</p> <p>The Complainant in his complaint has made the following submissions :</p> <p>a) That one Agreement for Sub-Lease dated 19.10.13 between the Complainant and the Respondent for Unit No. 11, 846 sq.ft. (SBA) on 15th Floor together with one car parking space at Plot No. GN, 34/1, Block-GN, Sector-V, Bidhannagar, Salt Lake, P.S. - Electronic Complex, in the District 24 Parganas (N). Upon payment of Rs.47,88,943/- only in accordance with the Sixth Schedule as per agreement dated 19.10.13.</p> <p>b) That the Complainant has paid Rs.44,82,415 only in terms of manner of payment in the 6th Schedule of agreement dated 19.10.13 out of the total consideration of Rs.47,88,943 only.</p> <p>c) That the handing over of peaceful and vacant possession of the said property was</p>	

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fixed within 36 months from the date of the execution of the Agreement dated 19.10.13 i.e. within 18.10.16 with a further extension of another 6 months from 18.10.16 i.e. within 18.04.17 positively as per the said Agreement.

d) That the Respondents neglected and failed to handover the peaceful and vacant possession of the said property not only within 18.10.16 but also within 18.04.17 in accordance with the terms and conditions of the Agreement dated 19.10.13 even after accepting the part payment of 4% of the amount of money which ought to be paid at the time of delivery of final possession by the Respondents.

e) That the Complainant has made several and/or repeated requests along with e-mail dated 06.10.18 at about 17.48 hrs. and 10.01.19 to hand over the final possession as well as return the paid money but the Respondent failed to do any of the request.

The Complainant in his complaint has sought the following reliefs:


- (i) That the Respondent shall return the entire money paid i.e. Rs. 44,82,415/- along with interest @ 18% accrued there on and from 18.10.2016.
- (ii) The Respondent to pay Rs. 5 Lakh as compensation to the Complainant due to mental agony and harassment in which the Complainant is passing through for misapprehension for the paid money by the Respondent.
- (iii) Any penalty upon the Respondent in terms of Rule 36(2)(g)(i) of the WBHRA Rules, 2018.

Since the Respondent failed to appear during the hearing an opportunity is provided to the Respondent to appear before this Authority. Accordingly, next date of hearing is fixed on 30.04.2019 at 12.00 noon.

**On 30/4/19**, both the parties appeared and sought time as the parties want to settle the issues between them. Accordingly, the next date of hearing is fixed on 14/5/2019.

**On 14/5/19**, the Complainant appeared but the Respondent did not appear in spite of proper notice. During the hearing the Complainant sought further time as the parties want to settle the issues between them. Accordingly, the next date of hearing was fixed on 29/05/2019.

**On 29/05/19**, the Complainant appeared but the Respondent failed to appear. The Complainant stated that the Complainant has paid Rs.44,82,415 only in terms of manner of payment in the 6th Schedule of agreement dated 19.10.13 out of the total consideration of Rs.47,88,943 only, but the Respondent failed to handover the said flat within 18/10/2018 plus a grace period of 6 months. The Complainant wanted refund of

  
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entire money paid along with interest @ 18% accrued there on and from 18.10.2018.

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

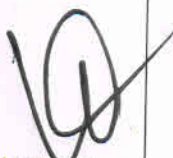
It is fact that the Complainant has made payment of Rs. 44,82,415/- to the Respondent for the Flat and the date of possession of the Flat as per the agreement was on 18/10/16 but the Respondent has failed to give possession of the said Flat within the stipulated time.

It is a fact that as per Clause 6.1 of the agreement, the Respondent shall refund the entire amount paid by the Complainant along with the monthly compensation @ Rs. 5/- per sq.ft. of the super built up area of the unit for the period of delay.

Therefore, it is hereby ordered that the Respondent shall refund the entire amount paid by the Complainant along with the monthly compensation @ Rs. 5/- per sq.ft. of the super built up area of the unit for the period from the date of payment made till 01.06.2018, ie the date of commencement of the West Bengal Housing Industry Regulatory Act, 2017, and after 01.06.2018, till the payment made the Respondent shall pay an interest @ State Bank Prime Lending Rate plus 2 % on the entire amount paid by the Complainant as per rule 18 of the West Bengal Housing Industry Regulation Rules, 2018. The Respondent shall refund the aforesaid amount along with the aforesaid interest as well as monthly compensation within a period of 45 days from the date of communication of this order.

The matter is hereby disposed of.

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

  
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Designated Authority,

Housing Industry Regulatory Authority