

despite proper service of the notice along with complaint petition.

Taking into account the above position, the Authority decided to examine the supporting documents filed by the Complainant in order to adjudicate the complaint petition.

Heard the Complainant and examined documentary evidence.

The case of the Complainant is that the Respondent Company Usashi Realstates Pvt. Ltd published brochure for their project Usashi Prince Town at New Town, Kolkata where the Complainant booked a 3 BHK flat of total covered area 674.65 sq ft. and paid total Rs.4,92,929/- to the Respondent vide receipt no.3473 dated 14/04/2017 amounting to Rs.2,01,491/- and receipt no.3503 dt 16/04/2017 amounting to Rs.91,438/- duly stamped by authorised signatory of Respondent Company.

The address of the Respondent Company as printed in the brochure is Usashi Real Estate Pvt. Ltd., 81, Golaghata, VIP Road, Flat 18, Radhakunja Apartment near BIKA Banquet, Kolkata-700 048, where all the notices and complaint petition has been served.

As per sale agreement signed on 12/08/2017 the Complainant decided to withdraw from the project and received post dated cheques of refund amounting to Rs.4,68,085/- from the Respondent Company with dates of encashment falling in the month of April 2019 to June, 2019. The Complainant filed slips issued by Bandhan Bank, where it is informed that cheques are returned for insufficient fund. Therefore, it is proved that Respondent company did not fulfil their obligations to refund the amount on cancellation of the allotment. The information slips for cheque no.827228 amounting to Rs.1,68,085/-, cheque no.827226 amounting to Rs.1,50,000/- and cheque no.827225 amounting to Rs.1,50,000/- has been returned back from Yes Bank which are kept on record for evidence.

After hearing the Complainant and examining evidence filed by him with

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& corrected
by me



proper authentication, this Authority is satisfied that the complaint petition is admissible for orders by this Authority for refund in terms of default clause "d" as mentioned at page "8" of the sale agreement.

Hence, it is

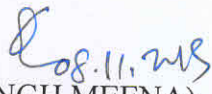
Ordered

that Respondent shall refund Rs.4,68,085/-which is admissible for refund after admissible deductions already adjusted, in terms of default clause, of sale agreement, within 45 days from the issue of this order along with interest at the rate of 8% per anum from the date of cancellation of allotment till final payment of refund.

In the event of Respondent not complying the order, the Complainant is at liberty to take necessary steps for execution of the order as per provisions of WBHIRA Act, 2017.

Complaint petition is thus disposed off.

Let copies of order be served to both the parties.


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