ORDER SHEET

WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY

Complaint 140.	COM-000041 01 2019
Abhishek Grover	Complainant
AND	
M/s Soumita Construction Pvt. Ltd	Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
2	proper Process and the second state of the second s	on order
13-08-2019	The case is taken up for hearing today. The Complainant, Abhishek Grover appeared and filed hazira. The Respondent, M/s Soumita Construction Pvt. Ltd was not appeared though repeated announcement of the Name of the Respondent was made. There has been non appearance of the Respondent on 25/04/2019 and 24/05/2019 despite proper notice duly served.	
	The Ld. Advocate of the Respondent Shri S. Ghosh was appearing on 04/04/2019 submitted e-mail address of Respondent M/s Soumita Construction Pvt. Ltd at lawdesk@teamtaurus.co.in . The Secretary of the Authority confirmed delivery of the notice by e-mail as stated above.	
	The Complainant submitted written prayer. On perusal of the prayer and going through the supported documents including sale agreement, it reveals that the Complainant is praying for refund along with interest compensation and damages of Rs.10.00 lakh for non fulfilment of promises as per sale agreement and data.	
Dictated & corrected	non fulfilment of promises as per sale agreement made between Respondent Promoter and the Complainant.	
by me	The written submission of the Respondent dated 04/04/2019 admitted the fact that Tower 8 of the Project "The County" is not started till date. The Respondent offered to return the money paid by the Complainant in six monthly EMI. The Respondent also offered allotment of a flat in Tower	

1, 2 or 3 for which the construction work commenced and now the project is on going and registered under Housing Industry Regulatory Authority.

The Complainant is not willing to accept the offer of the flat allotment in Tower 1, 2 and 3 and prays for the relief sought in the Complaint.

After careful consideration of the facts and documents, this is hereby ordered that the Respondent shall refund the entire money paid by the Complainant along with rate of interest as per sale agreement under clause 11.3 signed between the Complainant and the Respondent.

Dictated & corrected by me

8

However, interest payment shall be paid @SBI prime lending rate plus 2% in terms of provision Section 18 of West Bengal Housing Industry Regulation Act, 2017 w.e.f 01/06/2018 till the entire amount is refunded by the Respondent to the Complainant.

The prayer of Respondent for six monthly installment is beyond the purview of West Bengal Housing Industry Regulation Act, 2017 and the same is not accepted.

The prayer of the Complaint for payment of damages of Rs.10.00 lakh and payment of compound interest rate of 2% per month is not admissible in terms of sale agreement and the fact that there is no Authority imposed on West Bengal Housing Industry Regulation Act, 2017, and Rules for damages as prayed for other than those provided under section 18 or relevant section of West Bengal Housing Industry Regulation Act, 2017.

The Respondent shall make the refund within 30 days from date of communication of the order.

The case is disposed off.

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

Designated Authority,
Housing Industry Regulatory Authority,
West Bengal.