

agreement was signed on 09/06/2014 between the Complainant and the Respondent Company. Let a copy of the agreement for sale be taken on record.

Dictated
& corrected
by me



The Complainant paid till date Rs.35,55,157/-. Respondent Company acknowledged the receipt of the amount of Rs.3,09,270/- on 26/11/2013 by receipt no.031/CHN/2013-14, Rs.4,68,478/- on 06/05/2014 vide receipt no.309/CHN/2014-15, Rs.4,83,311/- on 02/04/2015 vide receipt no.508/CHN/2015-16, Rs.1,00,000/- on 02/04/2015 vide receipt no.507/CHN/2015-16, Rs.3,88,874/- on 22/05/2015 vide receipt no.546/CHN/2015-16, Rs.3,90,421/- on 03/07/2015 vide receipt no.602/CHN/2015-16, Rs.2,20,421/- on 13/10/2015 vide receipt no.724/CHN/2015-16, Rs.1,70,000/- on 13/10/2015 vide receipt no.723/CHN/2015-16, Rs.1,95,210/- on 04/01/2016 vide receipt no.789/CHN/2015-16, Rs.1,95,446/- on 15/04/2016 vide receipt no.912/CHN/2016-17, Rs.2,11,242/- on 13/10/2018 vide receipt no.00231/CHN/2018-19, Rs.2,11,242/- on 04/12/2018 vide receipt no.00407/CHN/2018-19, and Rs.2,11,242/- on 27/08/2018 vide receipt no.00159/CHN/2018-19 to the Respondent Company.

The copy of the money receipts duly issued by the Respondent Company to the Complainant and submitted by the Complainant before the Authority be taken on record.

The evidence produced by the Complainant has been examined. This is evident that Respondent Company invited applications from the prospective home buyers for the project "North Grande" and the Complainant booked the flat by paying the requisite booking money against Application Ref. No. CHN/020/2013-14 which has been duly accepted and confirmed by Respondent Company. The Authority is satisfied to that effect that the Complainant booked the flat in their project and the Respondent Company could not fulfil their obligations to complete project and offer possession to the Complainant for the reasons best known to the Respondent Company.

After careful examination of evidence and facts of the case this is hereby,

Ordered,


that the Respondent Company shall refund the amount of Rs.35,55,157/- along with interest at the rate as mentioned in the agreement for sale signed between the parties from the date of payment to 31/05/2018 and at the rate of SBI interest plus 2% from 01/06/2018 to the date of final payment, within 45 days from the date of receipt of this order.

The Complainant requested for service of this order to the Respondent Company in the address mentioned below. Let this order be served to the Respondent Company in the following address in addition to the addresses of the Respondent Company which are already on record :

Chitra Hill Realty,
C/o Mounthill Realty,
Between gate no.1 &2 of the Salt Lake Stadium,
Kolkata-700 098.
Ph-03340071489/1490

Let a copy of this order be issued to both the parties for compliance.

The complaint petition is thus disposed off.


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