

ORDER SHEET


WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY

Complaint No. COM-000195

Arijit Kundu.....Complainant

AND

Evania Infrastructure Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
<p style="text-align: center;">2 ----- 10-02-2020</p> <p>Dictated & corrected by me</p> 	<p>Complaint case No. COM-000195 and COM-000211 are taken together. Both the parties are present.</p> <ol style="list-style-type: none">1. Respondent filed the proposal for refund on affidavit serving a copy to the Complainant.2. The Complainant sought time to submit objection by re-joinder on such affidavit filed by the Respondent as according to Complainant the amount as stated to be refunded is objected by him.3. The Respondent submitted that general terms and conditions of the allotment provides for deductions on cancellation by purchaser and therefore, the offer contains the amount of refund after making necessary deductions as per GTC. It is admitted that Respondent could not develop the project as per allotment conditions and timeline. Progress of the construction does not seem to be in commensurate with the timeline as assured in the GTC i.e, 40 months from sale agreement which is June, 2021, only 16 months from now.4. Let Complainant file re-joinder, serving a copy to the Respondent.5. In case of Com No.000211, Respondent prayed for dismissal of the complaint petition on the ground that the Complainant has not filed any application for cancellation of the sale agreement as per bindings of the agreement and refund, if any, can become due within 45 days from such cancellation.	

Dictated
& corrected
by me

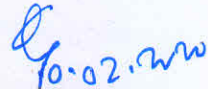


6. Complainant opposed to this submissions of the Respondent and stated that he was compelled to seek refund due to failure on the part of Respondent Company to show the progress of the construction as per the schedule of timeline given in the sale agreement which according to Complainant does not seem to be in commensurate the assurance. Complainant has sought refund for the default of respondent on account of withdrawal from the project as delivery of physical possession of the flat within due date of possession is not possible by the Respondent in the present conditions of progress of the project. Complainant stated that the construction as per the present progress can not be finished within due date of possession and therefore, he prayed refund instead.

7. Respondent did not oppose this contention of the Complainant and admitted delay in construction and fact that delivery of possession is not possible within due date of possession.

8. It is appropriate that Complainant file a formal re-joinder. On written response of the Respondent, serving a copy upon the Respondent. Let such re-joinder be filed before next date of hearing.

Let this matter be taken up for further hearing and orders on 18/03/2020 on merits.



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