

West Bengal Real Estate Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park, Kolkata- 700 075

Complaint No.WBRERA/COM000564

Vinod Kumar Shah..... Complainant

Vriddhi Landmart Limited..... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 19.03.2024	<p>Advocate Mr. Biswajit Das (Mob. No.9433087660 & email Id- biswajit.das1967cal@gmail.com) is present in the online hearing on behalf of the Complainant filing hazira and he is directed to send his vakalatnama to the Authority through email immediately after today's hearing.</p> <p>Advocate Mr. Pallab Halder (Mob.No. 9735223291& Email Id - advocatepallabofficial@gmail.com) is present in the online hearing on behalf of the Respondent filing hazira and he is directed to send his vakalatnama to the Authority through email immediately after today's hearing.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the Complainant and the Respondent entered into an Agreement for Sale on 30.03.2019, by which Respondent agreed to sale to the Complainant a plot of land measuring about 2 kottahs more or less being Plot No. I-2 at the project named as 'FRESCO FOUNTAIN CITY II' of the Respondent Company situated within Post Office- Nahazari, Police Station – Bishnupur, Village- Halderpukur, Kolkata – 700 104 in the District of South 24-Parganas.</p> <p>The said agreement was signed on behalf of the Respondent by its Directors Dr. Monalisa Banerjee. Sangeeta Ghosh, Sananda Chatterjee, Jacksons Stephen Mukhiya, Kunal Kumar Ghosh and Chandan Roy are also the Directors of the said company and are all along in-charge and responsible to the Company for the conduct of the business of the Company alongwith said Dr. Monalisa Banerjee, who signed / executed the said Agreement for Sale on behalf of the Respondent Company.</p> <p>The Respondent agreed to sell the said plot at a consideration of Rs.2,50,000/-and the Complainant paid Rs.1,12,000/-in three installments</p>	

within 26.02.2019 and Rs.1,38,000/-in thirty-six (36) installments within 30.03.2022. Therefore entire consideration amount of Rs.2,50,000/- was paid by the Complainant to the Respondent within stipulated period of thirty six (36) months from the date of execution of the Agreement for Sale on 30.03.2019 as per Payment Schedule contained in Clause 1 of the said Agreement. The Respondent and its Directors as the Promoter of the said project were obliged to execute the Deed of Conveyance within six months in favour of the Complainant after receiving the entire consideration amount for the said plot as per Clause 6 of the said Agreement and they were also obliged to handover the said plot to the Complainant after developing the same, maximum thirty six (36) months from the date of execution of the Agreement for Sale as per clause 15 read with clause (e) at the 2nd page of the said Agreement for Sale.

In spite of full payment by the Complainant, the Respondent and its Directors remain silent and failed to execute the Deed of Conveyance within six (6) month from 30.03.2022 and handover the said plot within 36 months from 30.03.2019.

It is pertinent to mention here that as per expressed term/condition in Clause 6 of the said Agreement for Sale the Respondent and its Directors are obliged to refund the entire consideration amount with savings bank account interest from 01.04.2022 since the Respondent and its Directors failed to execute registered Deed of Conveyance after receiving entire consideration amount within stipulated period of 30.03.2022.

That as per expressed term/condition contained in Clause 15 of the said Agreement for Sale, the Respondent and its Directors are obliged to pay compensation @Rs.400/- per month for the said Plot of 2 kottahs from 01.04.2022 since the Respondent and its Directors failed to complete the development and/or give possession of the said plot within 36 months from the date of Agreement for Sale executed on 30.03.2019.

In this Complaint Petition the Complainant praysbefore the Authority for the following relief(s):-

That since the Respondent and its Directors as Promoter failed to complete the Development and/or give possession of the said Plot by executing registered Deed of Conveyance in accordance with the terms of the said Agreement for Sale dated 30.03.2019, the Allottee/Complainant wishes to withdraw from the project without prejudice to any other remedy available to him and is entitled to refund of said sum of Rs.2,50,000/-paid to the Respondent with

interest at the prescribed rate and compensation assessed according to law considering disproportionate gain or unfair advantage obtained by the Respondent-Promoter and amount of loss caused to the Complainant amongst other factors, under sections 18, 19(4) and 72 of the RERA Act.

After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the following directions:-

The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Complainant is further directed to send a scan copy of his affidavit to the email ID of the Advocate of the Respondent, as mentioned above.

The Respondent is hereby directed to submit his Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within **15(fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **20.05.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority