

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

Complaint No. WBRERA/COM (PHYSICAL)000073

Abhik Sengupta and Sabnam Sengupta..... Complainants

Vs

India Green Realty Pvt. Ltd..... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
02 12.03.2024	<p>Complainants (Mob. No. 9433080680, 9433076680 email id - a_sengupta@yahoo.com, sabnam_sg@yahoo.com) are present in the online hearing filing hazira through email.</p> <p>Advocate Mr. Anupam Mookherji (Mob. No. 9830035022, email - anupammookherji@gmail.com) is present on behalf of the Respondent-Company and he appeared physically before the Authority filing hazira and vakalatnama through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the fact of the case is that they have purchased a Bungalow type two stored building named 'Pushpanjali' in the project 'Greenland' of the Respondent Company. The details of the booking and other particulars are given below:-</p> <ol style="list-style-type: none">1) Name of the project: Greenland.2) Name of the Promoter/Developer: India Green Realty Pvt. Ltd.3) Bungalow No. A-40.4) Total cost of the project : Rs.60.00 (sixty) lakhs.5) Amount paid till date: Rs.60.00 (sixty) lakhs.6) Date of booking of the Bungalow: 26.05.2012.7) Date of execution of Agreement for Sale : 03.02.2013.8) Schedule date of delivery of the possession of the bungalow: Dec'20139) Schedule date of possession with grace period: June'2014. <p>Till date the Respondent did not deliver the possession of the flat to the Complainants and the Complainants also claim that the materials and</p>	

fixtures used by the Respondent are not as per the Agreement for Sale or as per the Brochure.

In this Complaint Petition the Complainants prays before the Authority for the following relief(s):-

1. Deliver on all commitments in sale brochure & Agreement For Sale dated 03.02.2013 (sch. C & D, Page -11, 13, 14, 15) - including but not limited to:
 - (a) Completed bungalow of uncompromised build and finish quality matching committed specifications for civil construction, plastering, flooring (incl. 1 wooden floor) plumbing and fittings (e.g. termite and white-ant-proof wooden doors frames of best quality sal wood of Malaysia, wooden doors, MS Square modular grills, glazed glass panes, sanitary ware, electrical, painting, natural stone cladding etc.)
 - (b) All appropriate facilities like electric meters, (Sales agreement : Page 11, point No. 11) etc. committed.
 - (c) All common facilities and infrastructure in place.
2. Deliver on all furnishing commitments in letter 12.01.2013.
3. Penalty in agreement (20% of paid -up amt.) - Sale Agreement page 11, Point 9: Rs. 12.00 lakhs exercised as on Feb'2015.
4. Extra 2 cottah land beyond 6 cottah of default plot land and conversion from **Pushpanjali** to **Rudrabina**: as agreed upon (email on change of bungalow type and additional land date Feb' 16, 2015) at 10 lakhs partially adjusted at that date from the penalty in agreement amount of Rs. 12.00 lakhs 9 (Reference point no.3 above).
5. Extra 2 cottah land beyond above 8 cotach payable at official price from govt. land registration record at time of bungalow-type switch in Feb'2015. Price to be adjusted with remaining 2 lakhs from above point no. 4.
6. 15.00 lakhs cash paid in lieu of furnishings promised (furnishing commitment letter) immediately electrical and electronics to be upgraded keeping with evolution over time and maintaining the premium value of those at that time - Ref. price list annexed. Cash payment is sought based on experience with IGRL regarding time and quality of deliveries.
7. Delay interest @ SBI PLR +2% of 16.95 +2% = 18.95% for the delay period from Feb'2015.

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 Complainants are directed to submit their 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 **21 (twenty-one)** days from the date of receipt of this order of the Authority by email.

Complainants are further directed to send a scan copy of their Affidavit to the Advocate of the Respondent also, in his email id 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 **21 (twenty-one)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

In spite of the above directions, both the parties are at liberty to try for an amicable settlement of the issues between them by mutual discussion and if they arrive at an amicable settlement then they shall submit a Joint Notarized Affidavit containing the terms and conditions of the mutual settlement and send it to the Authority (in original), within the next date of hearing, failing which, both the parties shall submit separate notarized affidavit, as per the directions given above.

Fix **22.05.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)
Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority