

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

Complaint No. WBRERA/COM000542

Sugampark Asansol Association of Apartment Owners..... Complainant

Vs.

Sugam Park (AOP) & Ors. .... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 06.11.2023	<p>Advocate Harpal Singh (Mob. No. 9874166669) is present on behalf of the Complainant in the physical hearing today and signed the Attendance Sheet.</p> <p>Shri. Malay Mukherjee (Mob. No. 9830459955) being the Authorized Representative of the Respondent Company is present in the physical hearing today on behalf of the Respondent and signed the Attendance Sheet.</p> <p>The Respondent submitted a letter dated 03.11.2023 stating that due to the Puja holidays across all courts in Calcutta, he has not been able to get in touch with his Lawyers and prayed for adjournment of today's hearing.</p> <p>Let the said letter dated 03.11.2023, received by the Authority on 06.11.2023, be taken on record.</p> <p>Considered and rejected the prayer of the Respondent on the ground that today the matter is fixed for admission hearing only and which can be done as Complainant is present, the Respondent will get time to give their reply on affidavit and there is no need for adjournment of today's hearing.</p> <p>Heard both the parties in detail.</p> <p>The Complainant stated in the Complainant Petition that there are following deficiencies in the project named 'Sugam Park, Asansol' and false representations have been made by the Respondent/Developer in this regard:-</p> <ol style="list-style-type: none"><li>1. Non-payment of sinking fund amounting to Rs.1,16,60,852/-</li><li>2. No proper installation of the Second STP (Sewage Treatment Plant) and proper functioning of the First STP.</li><li>3. No landscaping of garden on the Barren Piece of land as showcased as</li></ol>	

landscape.

4. No proper functioning of Rain water harvesting and Fire Pump, of 5 nos. unit.
5. **Non supply of water, being an essential commodity as per the norms of the Govt. and no proper water for 1040 nos. of flat.**
6. Incomplete completion of Boundary Wall at back side of the Complex.
7. No proper patch repairing works of outside area of all towers and club house including common areas.
8. No proper functioning of all 7 nos. Diesel Generator Set herein referred to as D.G. Set.
9. No repairing of roads by maintaining proper slope and making it to bituminous road.
10. No repairing of swimming pool and proper functioning of Jacuzzi.
11. No proper repairing of inside portion of 2 nos Banquet and GYM including proper painting.
12. No functioning of A.C.'s as per Company's specification.
13. No proper functioning of fire extinguishers and due to that horrible accident has occurred.
14. Non performance of providing and laying integral cement-based treatment for water proofing on roof top of each tower.
15. Water body to exist as per MOU. Both pods are dry and the surrounding is not developed. No security or boundary is provided.
16. No implementation of Solar Panel Project in remaining 21 Towers.
17. Due to the willful negligence of respondents, SAAAO/Complainant has received Water Bill from Asansol Municipal Corporation to the tune of Rs. 7,96,776/-.
18. Complainant further stated that they are also entitled for an Additional sum of pending collection from club Leasing out collected by the Respondents since 2015 to 2022 amounting to Rs.150,00,000/-.
19. That due to the reason of not installing the water meter by respondents AMC vide communication dated 19.08.2023 has stated that they will cut the water connection because of the above stated reason if the due amounting to Rs.1,40,757/-is not cleared within seven days.

**The Complainant prays for the following relief before the Authority in his Complaint Petition:-**

1. Immediate Release of sinking fund due Rs.1,16,60,852/-.
2. For proper installation of the Second STP (Sewage Treatment Plant)

and proper functioning of the First STP –Rs. 70,00,000/-

3. For landscaping of garden on the Barren Piece of land as showcased as landscape Garden – Rs.68,00,000/-
4. For proper functioning of Rain water harvesting and Fire Pump, of 5 nos. unit – Rs.1,00,000/-.
5. For proper water supply water being an essential commodity as per the norms of the Govt. and for proper water supply for 1040 nos. of flat Rs.20,00,000/-.
6. For completion of boundary wall at back side of the complex Rs.10,00,000/-.
7. For proper patch repairing works of outside area of all towers and club house including common areas @Rs.3/- sq.ft. i.e. a sum of Rs.7,47,96,480/-.
8. For proper functioning of all 7nos. diesel generator set herein referred to D.G. Set - Rs. 10,00,000/-.
9. For repairing of roads by maintaining proper slope and making it to bituminous road @ Rs.17/- per sq.ft. i.e. Rs.182.92 per M2 i.e. Rs.24,03,568/- .
10. For repairing of swimming pool and proper functioning including proper functioning including proper functioning of Jacuzzi – Rs.10,00,000/-.
11. For proper repairing of inside portion of 2 nos. Banquet and GYM including proper painting – Rs.5,00,000/-.
12. For functioning of A.C.'s as per Company's specification – Rs. 2,00,000/-.
13. For proper functioning of fire extinguishers – Rs.10,00,000/-.
14. For providing and laying integral cement-based treatment for water proofing on horizontal surface of top floor of each tower Rs,1,08,90,516/-.
15. Water body to exist as per MOU. Both ponds are dry and the surrounding is no developed. No security or boundary is not provided. For beautification and Deepening, Boundary and Landscaping- Rs.15,00,000/-.
16. For providing implementation of Solar Panel Project in remaining 21 Towers Rs.4,50,000/-per unit/Tower sum totaling to Rs.94,50,000/- Total amount Rs.14,70,98,192/-.

The Complainant stated at the time of hearing that an interim relief is urgently needed from the Authority. That a direction required to be given to the Asansol Municipal Corporation that no disconnection of water should be done by

the said Corporation in the said project till the disposal of this matter before the Authority as a huge amount of bill is due for water consumption in the said project due to the fault / negligence of the Respondent / Developer.

After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per Section 31 of the Real Estate (Regulation & 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 his Complaint Petition on a Notarized Affidavit annexing therewith notary attested supporting documents and a signed copy of the Complaint Petition and send the original Affidavit to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within 7 (seven) days from the date of receipt of this order through email.

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 supporting documents, if any, and send the original to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within 7 (seven) days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **07.12.2023** for further hearing and order.



(SANDIPAN MUKHERJEE)  
Chairperson  
West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)  
Member  
West Bengal Real Estate Regulatory Authority