

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

Complaint No. WBRERA/COM 001521

Shahina Ali Complainant

Vs

Gitanjali Enterprise through Mr. Sabir Ali Mollah (Holding Development Power of Attorney)

..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 25.02.2026	<p>Complainant Shahina Ali (mob:- 8777436322 email:- ruhisps@gmail.com) is present in today's hearing physically and signed the attendance sheet.</p> <p>Respondent Mr. Sabir Ali Mollah along with Advocate Md. Intekhaabuddin (mobile no:- 9007581425 and email id:- miusolicitors@gmail.com) is present in today's hearing physically by filing vakalatnama and signing the attendance sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant, she had booked a 3BHK flat in "Apanjon Housing Complex," Kalikapur, Rajarhat, on 31st July 2022, by paying ₹5,00,000/- as a booking amount. The quoted flat value was ₹27,00,000/-. The entire transaction was handled by Mr. Sabir Ali Mollah, Director of Profeeto Realtors Pvt. Ltd., who introduced himself as the landowner and developer of the project. I was never informed at the time of booking that Gitanjali Enterprise was the RERA-registered promoter of the project. This material fact was concealed until much later, discovered by me through independent verification. All dealings and payments were made directly with Mr. Mollah and Profeeto Realtors Pvt. Ltd., not Gitanjali Enterprise. This lack of disclosure adds to the misrepresentation and confusion created by the developer. At the time of booking, the brochure explicitly stated that the flat possession would be handed over by December 2024. This was further verbally reaffirmed by Mr. Sabir Ali Mollah during multiple interactions. However, in a shocking revelation, I found that the actual construction of the project began only around January 2025, a full month after the promised handover date. This proves that the commitments made regarding possession were false, misleading, and made without intention to fulfill them, causing me to lose nearly three years of investment time under false expectations. The conduct clearly attracts penal provisions under Sections 11(3), 12, and 18 of the RERA Act for misrepresentation, delay, and failure to act in good faith.</p> <p>Despite repeated verbal and written requests and follow-ups, no builder-buyer agreement was ever executed. However, a receipt confirming the 3BHK booking was issued, and an unsigned draft agreement mentioning the same was eventually shared via WhatsApp in June 2024 — after nearly two years and only upon repeated pressure from my side. Even in this draft, the promised 3BHK unit was specified. From the time of booking, I was repeatedly pressured to pay 50–70% of the flat value without any formal agreement or</p>	

allotment. I consistently refused to make further payments without legal documentation and told him several times that I will not pay any amount further without legal agreement. He constantly assured me that construction would start soon but that never happened until January 2025.

Later when construction commenced in January 2025, he never informed me. Later I found out that construction began and I contacted him on April 2025 to formalise the agreement, where I even agreed to pay the rest of the amount then itself, and it was then that he started harassing me further. He suddenly offered a 2BHK flat to be valued at 22 Lakhs, completely contrary to the initial booking of a 3BHK as reflected in the receipt and draft. This unilateral downgrade was unacceptable and without legal basis. This not only shows lack of intent to execute a lawful agreement but also mental harassment and disrespect shown toward a bona fide homebuyer. Complainant further stated that the respondent demanded 70% initial payment from the Complainant as the respondent was offering the flats at a lower price and that most buyers had already paid 70% or more. I told him, that none of these legal deficiencies or project irregularities was ever disclosed to me at the time of booking. The suppression of material facts from the Complainant amounts to a clear violation of the RERA Act, entitling her to compensation for both financial and mental damages. Had these facts been disclosed, I would never have invested in this project.

On 23rd May 2025, Complainant was compelled to send a formal email demanding immediate resolution of the matter and allotting me the 3bhk unit after a formal legal agreement. Then the respondent partially refund ₹2,50,000/- on 27th May 2025, which clearly indicates that the refund was not voluntary but rather a direct response to legal pressure. The remaining ₹2,50,000/- was refunded later on 1st July 2025, but no interest or compensation was offered despite prolonged withholding of funds, mental harassment, and deceptive practices. This clearly establishes a pattern of reluctant compliance, disregard for consumer rights, and violation of the fiduciary obligations under the RERA Act. This is a clear case of misrepresentation, deficiency of service, and mental harassment, which I now seek redressal for under the provisions of the West Bengal RERA Act.

After the full refund on 1st July 2025, on 9th July 2025, I sent a formal email to the Respondent acknowledging receipt of the refunded amount and demanding payment of interest and compensation for the prolonged illegal withholding of funds and severe harassment caused. Despite clearly stating the amount of interest (₹1,75,233) and compensation (₹1,00,000) claimed, the Respondent neither responded nor contested the demand. I then sent a second reminder email on 24th July 2025, reiterating the same claims and offering a final opportunity for amicable resolution. However, the Respondent remained defiant and failed to respond to either communication, indicating a willful and continued disregard of my legal rights.

Due to the Respondent's continuous delay, refusal to execute any legal agreement, and eventual failure to deliver the promised 3BHK flat, I was left with no option but to book another RERA-registered flat valued at ₹38,73,000/- in end of July 2025.

The Complainant prays for the following reliefs:-

In view of the facts, evidences, and circumstances described above, I respectfully pray that this Hon'ble Authority may be pleased to:

1. Direct the Respondent to pay ₹1,75,233/- (Rupees One Lakh Seventy-Five Thousand Two Hundred Thirty-Three Only), being interest @12% p.a. (simple interest) on ₹5,00,000/- for the period from 31.07.2022 to 01.07.2025, under Section 18(1)(a) read with Section 19(4) of the RERA Act, 2016.

2. Award ₹1,00,000/- (Rupees One Lakh Only) as compensation for the mental harassment, emotional distress, financial burden, and opportunity loss caused by the Respondent's prolonged failure, under Section 18(3) of the RERA Act, 2016.

3. Declare the Respondent's actions as unfair, misleading, and in violation of Section 11(3) and Section 12 of the RERA Act, as the Respondent:

As the respondent failed to execute a builder-buyer agreement despite repeated requests, Took substantial booking money without fulfilling legal obligations, Withheld critical legal information including the actual promoter identity, Misrepresented possession timelines (as per brochure and verbal assurance), Offered a 2BHK in place of a 3BHK after nearly three years

4. Initiate penal action under Section 61 and/or Section 60 of the RERA Act for breach of duties by the promoter, concealment of facts, and failure to honor commitments under the law.

5. Award cost of litigation and proceeding expenses to the Complainant under Rule 34 of the West Bengal Real Estate (Regulation and Development) Rules, 2021.

6. Pass any other order or direction deemed just and proper in the interest of justice, including a direction for early resolution or payment of interest and compensation to mitigate the continuing hardship being faced by the Complainant. In view of the prolonged financial injury, mental harassment, and opportunity loss caused by the Respondent's conduct, I respectfully pray for the following interim relief from this Hon'ble Authority:

That the Hon'ble Authority may kindly direct the Respondent(s) to immediately pay the interest amount of ₹1,75,233/- (Rupees One Lakh Seventy-Five Thousand Two Hundred Thirty-Three Only), being the calculated simple interest at 12% per annum on ₹5,00,000/- for the period from 31.07.2022 to 01.07.2025.

This amount represents the minimum financial redress for keeping my funds blocked for nearly three years without any formal agreement, allotment, or possession. The delay has caused severe financial strain, especially since I was compelled to book another RERA-approved flat valued at ₹38,73,000/- in July 2025 due to the Respondent's failure to fulfil their commitment.

The refund made on 01.07.2025, after persistent follow-ups and legal reminders, is no excuse for withholding interest and compensation. I therefore request the Hon'ble Authority to grant this interim relief without waiting for final adjudication, in the interest of justice and to prevent further hardship. The Respondent denied all allegation made by the complainant during hearing submitting that the Project is WB RERA registered. The Respondent also admitted of accepting payment as stated by the complainant but for land development related purposes and not against allotting a flat in lieu of the payment made by the complainant and received by the Respondent. The Respondent further stated that the instant complaint under Section 31 is not maintainable as the complainant is not an Allottee and also seeking interest against delay refund is not tenable as there is no delay.

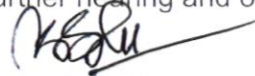
After hearing the Complainant, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021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

A. 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 **14 (fourteen)** days from the date of receipt of this order of the Authority by email.

- B. The Respondent is hereby directed to submit their 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 also copy of RERA Registration Certificate and Completion Certificate of the Project, and send the same (in original) to the Authority serving a copy to the Complainant, both in hard and soft copies, within **14 (fourteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix after **6(six) weeks** for further hearing and order.



(JAYANTA KR. BASU)

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