

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/COM000828

Diwakar Gupta..... Complainant

Vs

Greentech It City Private Limited.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 16.07.2024	<p>Advocate Mr. Buddhadev Ghosh (Mob. No. 9831985791 &amp; Email Id: buddhadebsaha@gmail.com) is present in the physical hearing on behalf of the Complainant filing vakalatnama and signed the Attendance Sheet.</p> <p>Respondent is absent in the physical hearing today despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complaint Petition, the Complainant entered into an Agreement for Sale with the Respondent Greentech IT City Private Limited on 19.11.2015 in respect to the purchase of Unit at <b>"Terrace Heights"</b> in Block 5 being Unit No. D 3 on 3<sup>rd</sup> Floor, in the project of the Respondent named as <b>"Green Tech City"</b> admeasuring 1835 sq.ft. super built up area and right to park one vehicle in the covered car parking space with one servant's quarter and one double height balcony garden. It was represented by the Respondent and its directors that all the necessary permissions for construction and completion of the project "Green Tech City" have been secured and delivery of possession will be done within time. As per Article 9 (i) of the said Agreement, the said unit and all facilities and amenities should have been completed by the Respondent within 24 months from the effective date of signing of the Agreement for Sale that is from 19.11.2015. On or before 31.10.2017 and/or at latest with a further grace period of six months, the Respondent has to deliver the flat to the Complainant but the time has since expired by the end of April, 2018. Complainant having performed his obligations under the contract by making payment of an amount of Rs.20,04,528/-only subsequent to the Agreement for Sale and being always ready and willing to pay the balance amount, were entitled to get the possession of the said unit latest by April, 2018. The Respondent has failed and neglected to perform its obligations under the Agreement, it has been informed by the Respondent and its directors that the delivery of possession of the unit in question cannot be done immediately and Complainant is not informed of a firm date in this regard. Complainant is being compelled to wait for the indefinite period to take delivery of possession.</p>	

Complainant is compelled to suffer after paying the huge money of Rs.20,04,528/-only without the possession of the said Unit for the delay and without getting any firm date of possession and for reasons solely attributable to Greentech IT City Pvt. Ltd. which amount to unfair trade practice and gross deficiency in service.

**The Complainant prays before the Authority for the following relief(s):-**

- a) An order directing the Respondent Promoter Company forthwith refund a sum of Rs.20,04,528/-being the amount paid by the Complainant along with applicable statutory interest in favour of the complainant within the time specified by the Regulatory Authority.
- b) An order directing the Respondent to forthwith pay compensation reasonably assessed at Rs.30,00,000/-on account of hardship, loss, deficiency in service, unfair trade practice, mental agony and harassment including the litigation costs, in favour of the complainant within the time specified by the Regulatory Authority.

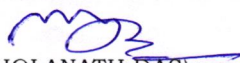
After hearing the Complainant, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021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

The **Complainant** is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested copy of 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 scan copies, within **15 (fifteen) days** from the date of receipt of this order of the Authority by email.


The **Complainant** is further directed to provide in a **Tabular Form** chronologically all the payments made by him specifying date, amount, money receipt number, if any, and the total amount in the said table in his affidavit.

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 copy of 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 scan 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 **26.11.2024** for further hearing and order.

  
(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority