

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

Complaint No.WBRERA/COM(Physical)000180

Kavita Churiwalla..... Complainant

Vs.

Unimark GroupRespondent No. 1

LGW Limited..... Respondent No.2

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
04 05.03.2026	<p>Complainant, Kavita Churiwalla along with Sumit Churiwalla and Shwetaang Churiwalla, present physically in the hearing, signing the attendance sheet.</p> <p>The Complainant submitted a reply to the written response of Respondent no. 1 dated 11th December 2025. Respondent no. 2 submitted his two replies in affidavits both dated 11th December 2025 in compliance to the last order 03, dated 13.11.2025.</p> <p>Respondent no. 1, represented by Learned advocate Arkoprovo Dutta and Respondent no. 2, represented by Learned Advocate Arik Banerjee along with Learned Advocate Pujon Chatterjee and Mr. Amit Ganguly, present physically in the hearing, signing the Attendance Sheet. The Learned Advocate for respondent number 1 raised objection about the maintainability of the instant complaint matter being heard by the Authority. The Learned Advocate for respondent number 1 submitted that as the complainant has not abided with clause 19 of the Memorandum of Understanding executed between the complainant and respondent number 2 and have not initiated any steps for executing the Agreement for Sale between parties. The learned advocate submitted that there exists no Agreement for Sale between the parties to the instant complaint been heard .</p> <p>The Authority observes that the Memorandum of Understanding was signed on 15.09.2014 between L.G.W Limited and Complainant. The flat to be given possession within 42 months from launch of the project (May 2015). In event of delay possession respondent will be liable to pay interest as per clause 18 of the said Memorandum of Understanding. Possession to be given by October 2018 to the complainant. Complainant paid Rs. 38,10,239 to Respondent 2, L.G.W Limited between September 2014 to September 2015. The total considerable amount of Rs. 39,35,600 revised from Rs. 42,20,000 marked as Annexure 8 of the complainant's Affidavit dated. The project was registered with</p>	

WBHIRA vide registration no. HIRA/P/NOR/2019/000334, project name Unimark Springfield Elite-1 dated 22/01/2019. Possession letter issued on 07.11.2023 from L.G.W Limited, Respondent no. 2. Further letter received by the complainant from L.G.W Limited, Respondent no. 2 of payment of instalment due on possession Rs. 6,86,734(including all tax) dated issued on 07.11.2023. The Complainant also submitted that the instant project has not yet obtained Completion Certificate. Respondent no. 2 submitted that they have obtained Project Completion Certificate/Occupancy Certificate dated 26/09/2025 enclosed in their Affidavit dated 10/12/2025 vide Annexure-A ,page 12. Now the argument of the learned council for respondent number one that as the complainant have not abided by clause 19 of the Memorandum of Understanding and thereby failed to initiate steps for execution of Agreement for Sale with the opposite party/ies and as there exist no Agreement for Sale between the Party/ies the instant complaint matter is not maintainable for the Adjudication by the WBRERA as mandated is not agreed to by the Authority. The Authority upon hearing of the instant complaint matter on 03/03/2025 received from the complainant in Form M submitted on 01.10.2024(Physical) has decided to further conduct hearing of the complaint matter for Adjudication under section 31 of the RERA Act 2016 and Rule 36 of the WBRERA Rules 2021. The Learned Advocate for respondent number 1 putting the onus upon the complainant to be only responsible for complying with the clause 19 of the said MOU and only accountable for not initiating action for executing the Agreement for Sale with the respondents is rejected from the above observations stated above as could be ascertained during the course of the instant Complaint hearing. The project was registered with WBHIRA vide registration no. HIRA/P/NOR/2019/000334, project name Unimark Springfield Elite-1 dated 22/01/2019. Complainant paid Rs. 38,10,239 to Respondent 2, L.G.W Limited between September 2014 to September 2015. The total considerable amount of Rs. 39,35,600 revised from Rs. 42,20,000 , further letter received by the complainant from L.G.W Limited, Respondent no. 2 of payment of instalment due on possession Rs. 6,86,734(including all tax) dated issued on 07.11.2023. Further letter received by the complainant from L.G.W Limited, Respondent no. 2 of payment of instalment due on possession Rs. 6,86,734(including all tax) dated issued on 07.11.2023. Respondent no 2 issued Possession letter on 07.11.2023 . Thus the instant Project been registered with the erstwhile WBHIRA and governed by the RE(R&D) Act 2016 & WBRERA Rules 2021, the respondents have failed to abide with the said Act & Rules in initiating steps of execution of the Agreement For Sale with the Homebuyer as the Complainant in the instant complaint matter.

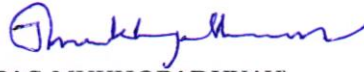
The Authority directs upon the parties to appear physically on **20/04/2026** along with the Brief Notes of Arguments to the complaint and the relief as sought by the complainant for further hearing. The respondents are hereby directed to submit the copy of the Completion Certificate of the instant Project Unimark Springfield Elite-1 during the conduct of the hearing on the next date. In absence of parties the matter will be adjudicated on the basis of submissions made during previous hearings.

Fix 20/04/2026 for further hearing and order.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority