

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

Complaint No.WBRERA/COM 001272

Swapan Kumar Maiti..... Complainant

Vs.

GLS Realty Private Limited..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 27.05.2025	Complainant is present in the hearing. Ld' Advocate Mr. Ashok Banerjee is present representing the complainant and is directed to submit vakalatnama and hajira for attending today's Admission hearing. Legal representative for the Respondent Mr. Subhro Kanti Roy Chowdhury, Advocate Apurba Kumar Ghosh and Suvendu Karmakar are present in the hearing physically on behalf of the Respondent filing Authorization and signed the Attendance Sheet. Heard both the parties in detail. As per the Complaint Petition, the fact of the case is that the complainant are the flat owner of the Housing Complex namely, GLS Ruposi Bangla, Phase-1 Block DA, Street-276 New Town, Action Area 1, Kolkata-700156. In view of achieve the welfare of the owners of the said housing complex the registered flat owners of said GLS RUPOSI BANGLA has formed an association. The objective of the association is to protect the rights and privileges of the registered flat owners by focusing on the key issues and challenges being faced by the residents of GLS RUPOSI BANGLA PHASE-I comprising of Blocks A,B,C & D. The said association was registered under the West Bengal Societies Registration Act, 1860 vide registration no.....(not mentioned in the form M). The opposite party no.1 is the Private Limited Company deals with construction and development of multi-storied / high rise building in various locality and the respondent no.2 is the Director of M/S. GLS REALTY PRIVATE LIMITED having its registered office at GLS Tower, DE-139, Nr by Tank, No.7, Street Number 336, Newtown, Kolkata, West Bengal- 700156 which is within the jurisdiction of the Learned Regulatory Authority, and the respondent no. 1 represented by its Director Mr. Lakshmi Kanta Kar residing at Rajbanshipara, Tarulia Road, P.O. Krishnapur, P.S. New Town, Kolkata- 700 102. That in view of purchasing the flats/units and car parking space (in short "property") in the said building the registered members of the said Association (complainants herein) entered into various "Agreement For sale" with the Developers herein on different dates with a promise to pay the consideration	

amount of the respective property and subsequently the said Agreement For Sales were signed, Executed by and between the parties herein.

The promoter has registered in the said project under the provision of the Act i.e. West Bengal Housing Regulatory Authority at Kolkata being registration Number HIRA/P/NOR/2019/000419 Though the developer failed and neglected to provide the Photo-copy of the Agreement For Sale which was submitted in the said Authority at the time of obtaining registration of the said project from the said Authority and the developer was also failed to provide sanction building plan to the complainants / residents of the said project. The developer only handed over one lay out plan to the complainants/residents of the said project.

That after handover the possession of all the respective property(flat and car parking space) to the complainant, the complainant took possession and started to stay over there and during staying in the said building the complainants discover that there are several deviation and/or violation from the sanction plan approved by the concern authority by the developer which amounts to violation of contractual obligations and also violation of term and conditions as mentioned in the agreement for sale, breach of trust and statutory rights of the common portions, facilities and enjoyment over the said building and the proportionate share of common portions in the said land and building and the developer by practice fraud with the complainants herein delivered and hand over the respective flats of the complainants.

The complainant further state that the series of misrepresentations and fake promises made by the developers during the purchase of the said property and subsequent violations and direction of law and faulty contracts and inactions on the part of the developers knowing fully well to cause suffering day to day life, mental agony and harassment of the complainants herein which amounts to criminal breach of trust.

The developer shall not make any additions and alterations in the sanction plans, lay out plan and specifications and nature of fixation of fittings and amenities in respect of said apartment and project without the previous consent of the 2/3rd Allottees.

The complainant further state that the allottee shall also have undivided proportionate share in the common areas and the same cannot be divided or separated, the allottee shall use the common areas along with other occupants. Also stipulated therein that the promoter has no right to make additions or to put up additional structure anywhere in the project after the building plan, layout plan, sanction plan and specification plan, amenities and facilities approved by

The complainants, who are among the many individuals who invested in a property within the GLS project, were enticed by the promise of various essential amenities aimed at enhancing their living experience. These amenities played a pivotal role in their decision-making process when they finally decided.

The Complainant prays before the Authority for the following reliefs:-

I. Direct the developer to provide occupancy certificate and completion certificate;

II. Restrain the developer to claim maintenance till the occupancy and completion certificate handover;

III. Install water treatment plant as the report says the water of the said project is not fit for human consumption.

IV. Refund and distribute the proportionate amount of common portions due to the sold out common portions as car parking.

V. Direction to handover the proper GST bills.

VI. Direction to provide permission for installation of Solar Panel on the roof of the building.

The Ld' advocate representing the respondent denied about allegations made by the opposite party against his client and submitted that the said project is registered under the erstwhile WBHIRA and has got extension from the WBRERA and further submitted that the revised sanction plan is valid till 2026. His client is yet to receive the Completion certificate and the project is ongoing. Also all the project related documents are uploaded and available at the WBRERA website for all to access the desired documents.

After hearing both the parties, the Authority is hereby 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 hereby directed to submit his total submission regarding his 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 Respondent Company is hereby directed to submit its 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 next date **6(weeks)** for further hearing and order.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority