

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

Complaint No. WBRERA/COM000469

Historic Vintrade Pvt.Ltd.. ..... Complainant

Vs

Magus Bengal Estates Private Limited..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 14.05.2024	<p>Advocate Ratul Podder and Advocate Souvik Banerjee are present on behalf of the Complainant filing hazira and vakalatnama through email.</p> <p>Legal Executive of the Respondent Company Smt. Keya Dey is present on behalf of the Respondent Company, being its Authorized Representative in the online hearing filing hazira and authorization through email.</p> <p>Heard both the parties in detail.</p> <p>The facts of case is that –</p> <ol style="list-style-type: none"><li>1. By an Agreement dated 26.03.2012, entered into between Magus Bengal Estates LLP (MPEL) and Historic Vintrade Pvt. Ltd. (HVPL), HVPL had agreed to purchase the office space bearing Uni, No. 13E 3A admeasuring built up area of 8686 sq.ft in the East Tower of the office Complex '<b>Mani Casadona</b>' alongwith 10 nos. car parking spaces at a part of plot no. IIF/04, Street No. 372, Action Area –IIF, New Town (now Jyoti Basu Nagar), Kolkata ('said office unit') in a bare shell condition together with appurtenances at an agreed consideration of Rs.4,72,06,451/-only. In terms of the said agreement, Magus Bengal Estates LLP was under an obligation to construct and complete the said unit within April 30<sup>th</sup>, 2014.</li><li>2. In spite of agreeing to construct and deliver the said unit within 30.04.2014, possession of the said unit was offered on 26.06.2017 and indenture of conveyance was executed on April 13<sup>th</sup>, 2018 which is much beyond the agreed date of April 30<sup>th</sup>, 2014 as per the agreement dated 26.03.2012.</li><li>3. HVPL kept on enquiring about payment of interest from MPEL on</li></ol>	

account of delay in handing over possession, but the MPEL has failed to either give any response or make payment in terms of the agreement dated 26.03.2012.

4. HVPL caused a demand notice to be issued through its Advocate on 18.03.2023, which has been delivered to MPEL but in spite of receipt of the same, MPEL has neither responded to the said notice nor made any payments.

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

- a) This Hon'ble Court may be pleased to direct MPEL to make payment of interest in terms of clause 13.2 of the Agreement for sale dated 26.03.2012 on account of delay in handing over possession of the said Unit to HVPL.
- b) This Hon'ble Court may be pleased to direct MPEL to pay a sum of Rs.25,00,000/-towards cost of the present Complaints that is as compensation to be provided for the mental trauma, loss of time, hardship caused to the complaints and the notional losses, legal fees incurred, which HVPL has suffered till date and any other orders as this Hon'ble Authority seems fit.

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 its 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 **15 (fifteen)** days from the date of receipt of this order of the Authority by 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/self-attested 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 soft 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.

Respondent is further directed to state in its Affidavit the date of receipt of Completion Certificate and also annex a copy of the same with its Affidavit.

Fix **23.07.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)  
Chairperson  
West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)  
Member  
West Bengal Real Estate Regulatory Authority