

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/COM001103

Pinax Steel Industries Pvt. Ltd. .... Complainant

Vs

Mani Square Limited.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 19.12.2024	<p>Advocate Sanjay Bhattacharya (Mobile – 8442968273 / 99038566156 and email – <a href="mailto:sanjib240576@gmail.com">sanjib240576@gmail.com</a>) is present in the physical hearing today on behalf of the Complainant filing vakalatnama and signed the Attendance Sheet.</p> <p>Advocate Piyush Agrawal and Advocate Shivangi Thard (Mobile – 9748099488 and email – <a href="mailto:shivangi.thard@aquilaw.com">shivangi.thard@aquilaw.com</a>) is present in the physical hearing today on behalf of the Respondent Company filing vakalatnama and signed the Attendance Sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the fact of the case is that the Complainant entered into an Agreement for Sale dated 14.04.2015 with the Respondent and 16 others for the purchase of the Flat No. 30ZA on the 13<sup>th</sup> Floor of the Zarina Block in the Complex named “Swarnamani” for a total consideration of Rs.3,13,18,031/-</p> <p>As per the terms of the said Agreement, the possession of the flat was contractually due by June 2017. However, despite the Complainant fulfilling its obligations by remitting Rs.2,79,09,500/- as per the construction linked demand raised up to the stage of ‘completion of external plaster of Zarina Block’ constituting almost 90% of the total consideration, the Respondent have failed and/or neglected to deliver possession to date, which is a gross violation of both contractual obligations and statutory duties under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as “RERA Act”).</p> <p>The Respondent have also failed and/or neglected to register the Agreement dated 14.04.2015 even after regular follow up and repeated request, which is again a gross violation of statutory obligations under RERA Act.</p> <p>In this Complaint Petition the Complainant prays before the Authority for the following relief(s):-</p> <ol style="list-style-type: none"><li>An order to execute and register the Deed of Conveyance in favour of the Complainant in respect of the above referred flat within such period as the Complainant is entitled to get in law and equity.</li><li>An order to deliver possession of the above referred flat to the Complainant in a fully completed and habitable condition, with all promised amenities and facilities as stipulated in the Agreement, within such period as the Complainant is entitled to get in law and equity.</li></ol>	

- c) An order to pay interest at the rate as prescribed under RERA, on the amount paid by the Complainant, for the period commencing from June 2017 till the actual date of possession.
- d) An order to pay Rs.6,50,00,000/- (Rs. six crore fifty lakhs only) to the Complainant as compensation for the mental agony, financial loss and inconveniences.
- e) An order of injunction may be passed against the Respondents restraining them and/or their men and agents from transferring or alienating or part with possession in respect of their respective allocation to any 3<sup>rd</sup> party/parties without delivering the said flat in favour of the Complainant.
- f) An order for all costs of the Complainant.

After hearing both the parties, 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:-

Both the parties are at liberty to mutually settle the matter / issues between themselves amicably by mutual discussion / negotiation within 30 days from the date of receipt of this order of the Authority through email and if they arrive at a mutual settlement, they shall submit a Joint Notarized Affidavit, signed by both the parties, containing the terms and conditions of the mutual settlement, within the said period of 30 days.

If the parties fail to arrive at a mutual settlement within the said period of 30 days then:-

The Complainant is directed to submit its total submission regarding the 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 also directed to send a scan copy of his affidavit alongwith all annexure to the **email Id** of the Advocate of the Respondent, as stated above.

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


The Respondent 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 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.

Fix **06.03.2025** for further hearing and order.

  
(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority