

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

Complaint No.WBRERA/COM000822

Amritendu Das Complainant

Vs

Greentech IT City Private Limited Respondent No. 1.

Indiabulls Investment Advisors Limited Respondent No. 2.

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 14.08.2024	<p>Advocate Mr. Proteek Debnath and Mr. Ashique Mondal (Mob. No. 7439463215 & email Id:das.amritendu@gmail.com) are present in the online hearing on behalf of the Complainant filing hazira and Vakalatnama through email.</p> <p>Respondents are absent in the online hearing 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>The Complainant stated that he has paid total payment of Rs.22,28,949/-and he also stated that the name of the project is 'Green Tech City- Terrace Heights'. Schedule date of possession of the flat as per Article 9.1 of the Agreement for Sale was 24 months from the date of execution of the Agreement for Sale i.e. within 05.11.2016 and with a grace period of 6 (six) months, the schedule date of delivery was 05.05.2017. The Agreement for Sale was executed between the parties on 06.11.2014.</p> <p>The Complainant stated at the time of hearing that Indiabulls Investment Advisors Ltd., was the Real Estate Agent, so they have been included as Respondent No. 2 in this Complaint Petition.</p> <p>As per the Complainant the facts of the case are that the complainant has booked a residential flat admeasuring super built-up area of 1835 sq.ft., on</p>	

the 2nd floor, Block No. 1 in the real estate project "**Green Tech City-Terrace-Heights**" developed by Respondent No. 1 Company/Promoter through an application dated 04.08.2014 and has paid application money of Rs.2,57,725/-. This entire transaction was facilitated by the Respondent No. 2 and at all time it was assured that the complainant will be given possession of the said residential flat within 2 - 3 years from the date of booking and the entire real estate project will be in a proper habitable state. Subsequently an allotment letter dated 08.08.2014 was issued by the respondent no. 1 Company/Promoter.

The Complainant had further made payments of Rs.9, 50,000/-and Rs.6, 67,456/-by way of two separate cheques respectively dated 05.09.2014 and 19.11.2014 for execution of Agreement for Sale pertaining to the said residential flat 4.5 On the basis of such payments made by the complainant, on 06.11.2014, the Respondent No. 1 Company/Promoter had entered into an agreement for sale with the complainant pertaining to ALL THAT piece and parcel of 1 independent residential flat being Flat No. "**01-D2**", admeasuring 1835 sq.ft., on the 2nd floor, be the same a little more or less of super built-up area in Block No. 1, along with 1 covered car parking, 1 servant quarter, and 1 double height balcony garden, lying and situated in the building complex namely "**Green Tech City -Terrace Heights**".

The Complainant on good faith again made payment of Rs.1,85,563/- and Rs.1,68,205/-as per the demands raised by the Respondent No. 1 Company/promoter by way of two separate cheque respectively dated 17.03.2015 and 14.05.2015.

In terms of the said agreement for sale the Respondent No. 1 Company/Promoter were under an obligation to complete the construction of the real estate project and handover possession of the said residential flat within 30 months from the date of execution of the Agreement for Sale. The schedule of payment, as stated in the letter of allotment dated 04.08.2014 and the Agreement for Sale dated 06.11.2014, were linked to completion of different stages of construction. Thus, the respondents were under an obligation to complete the construction of the project within the month of May'2017 and had over the possession of the said residential flat along with the common areas and amenities in a proper habitable

state to the complainant. The parties have been ad-idem on such issue.

The Respondent No. 1 Company/Promoter had failed to deliver the said residential flat within the stipulated time of May'2017 and no extension was ever sought 4.14. The Respondent No. 1 Company/Promoter has thus breached the terms of the said Agreement for Sale by not finishing the project within the expressly stipulated time and thereby also failing to deliver possession of the said residential flat within time. The Complainant's visit to the project site in 2019 and 2021 revealed that the construction site was in an abandoned state. No other construction work was carried on at the project site. Having no other alternative, the complainant on 18.10.2021 had to withdraw from the project and formally demanded refund of the entire monies aggregating to **Rs.22,28,949/-**(Rupees twenty-two lakhs twenty-eight thousand nine hundred forty-nine only) paid by the Complainant to the Respondent No. 1 along with applicable interest, Respondents however remained unresponsive.

The Respondents had deliberately neglected to initiate proper activities towards construction of the project, consequent to which almost no development works have been carried on at the project site even long after the expiry of the stipulated time of completion and delivery of possession of the said residential flat and therefore the complainant is filling this instant complaint.

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

- a) The Respondents herein to pay to the complainant herein a sum as reimbursement to the extent of **Rs.56, 99,826/-** as on 19.01.2024 which is likely to increase based on the day when payment is actually paid along with interest @SBI PLR +2% p.a., to be calculated from the date of every actual payment made till the date of award to be worked out of daily basis.
- b) The Respondents herein to pay to the complainant herein a sum as compensation to the extent of **Rs.5, 00,000/-** for mental harassment and inconvenience of the complainant.
- c) The Respondents herein to pay to the complainant herein a sum as

compensation to the extent of Rs.2, 00,000/-as litigation costs.

- d) Such further and/or other order or orders as this Hon'ble Authority may be deemed fit and proper.

The Complainant prays before the Authority for the following interim order: -

- a) An order restraining the respondents from dealing with and/or operating the bank accounts without leaving aside the sums as claimed by the complainant herein, till disposal of the instant petition.
- b) An order restraining the respondents from carrying on and/or from continuing with any such acts contrary to the provisions of the 2016 Act and/or selling/encumbering and/or dealing with any part/or portion of the said residential flat till completion of any inquiry, or unit such further order(s) as may be passed in connection therewith;
- c) Ad-interim orders are terms of the prayers above.

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 a payment structure in a Tabular Form chronologically all the payments made by the Respondant-Allottees specifying date, amount and money receipt number, if any, in the aid table in his Affidavit.

The Respondents are hereby directed to submit their 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.

The Respondents are further directed to specifically mention in his notarized affidavit that whether he has taken registration for the project from erstwhile WBHIRA/WBRERA. If yes, they shall provide the Registration number with date and if they had not taken registration, the reason for not taking the registration shall be provided in their affidavit.

Fix **24.04.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority