

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

Complaint No. WBRERA/COM000744

Debasish Chakraborty..... Complainant.

Vs.

Greentech It City Pvt. Ltd. & Raj Kishore Modi..... Respondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
02 14.05.2025	Complainant, Debasish Chakraborty, is physically present in the hearing. He has submitted hazira which should be kept on record. Respondent, Greentech It City Pvt. Ltd. & Raj Kishore is absent at the time of hearing of the instant matter. The Complainant has submitted a Notarized Affidavit dated 28/02/2025, containing his total submission regarding this Complaint Petition, as per the last order1 of the Authority dated 30/01/2025, which has been received by this Authority on 10.03.2025. Let the said Notarized Affidavit of the Complainants be taken on record. The Respondent has submitted his Written Response by a Notarized Affidavit dated 29/01/2025, containing his total submission regarding this Complaint Petition, as per the last order of the Authority dated 30/01/2025, which has been received by this Authority on 30/01/2025. Let the said Notarized Written Response be taken on record. The Complainant stated that the construction was made with very poor materials and the complainant has to repair by his own fund. The Deed of Conveyance was made on 29th September, 2021 but the possession was taken in April, 2018 before the Deed was executed. The complainant asked for the repairing charges from the Respondent amounting to Rs.2,54,000/- but the Respondent did not pay any compensation thus the instant complaint. Issues raised through the Affidavit submitted by the Respondent about the Maintainability of the instant complainant matter even though the respondent remained absent . After hearing both the parties and careful consideration and as per Section 14(3) : “ In case any structural defect or any other defect in workmanship,	

quality or provision of service or any other obligations of the promoter as per the Agreement for sale relating to such development is brought to the notice of the promoter within a period of 5 years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further change, within 30 days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottee shall be entitled to receive appropriate compensation in the manner as provided under this Act.

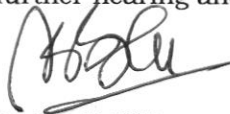
In view of the above legal proposition, it is hereby observed that :-

1. The complainant has informed the promoter within 5 years;
2. The defects are continuing in nature;
3. The defects are structural defects and defects of workmanship;
4. The Act, 2016 has nowhere restricts to try the instant case although the Allottee Complainant has otherwise transferred the flat in question.

After hearing the Complainant, the Authority is pleased to give the following directions:-

Respondent is directed to show cause within a **week's time** upon receipt of the instant order 2 as to why Section 63 shall not be invoked against him for non compliance of the Authority direction to attend the instant hearing today to assist the Authority in due discharge of the Law as mandated by the RERA Act 2016 and WBRERA Rules 2021. The respondent is directed to remain present at the time of next hearing; otherwise an ex-parte order will be passed.

Fix after **6 (six) weeks** for further hearing and order.



(JAYANTA KR. BASU)

Chairperson
West Bengal Real Estate Regulatory Authority