

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

Complaint No.WBRERA/COM000584

Ritesh Nath and Shweta Kumari Bhagat.....Complainants

Vs.

Bengal Emami Housing Limited.....Respondent no.1

West Bengal Housing Board.....Respondent no.2

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 28.01.2025	Advocate Proteek Debnath (Mobile – 9007862686 and email – proteek.debnath@gmail.com) is present in the hearing physically on behalf of the Complainant filing vakalatnama and signed the Attendance Sheet. As per telephonic discussion with the Respondent No.1, they tried to join the hearing through online mode but due to some network issues they could not continue with the hearing and they could not be heard in detail. However the presence of Advocate Vedika Sureka on behalf of the Respondent No.1 in the hearing is hereby taken on record. No one appeared on behalf of Respondent no.2. Heard the Complainant in detail. As per the Complainant, the fact of the case is that:- The complainants made an application for allotment of a residential flat on 18.09.2016 and accordingly the respondent No. 1 company / promoter issued a provisional allotment letter dated 01.10.2016 for allotment of a residential flat having No. A3-02D in Block - A3 having a super built up area of 1835 square feet along with 1 (one) covered car parking at "SWANCOURT". The respondent No. 1 had entered into an Agreement for Sale with the complainants on 28.11.2016 pertaining to 1 (one) independent residential flat being Flat No. "A3-02D", on the 2nd Floor measuring 1835 (one thousand eight hundred thirty-five) square feet be the same a little more or less of built-up area in Block/Tower No. – A3 together with 1 (one) unnumbered covered car parking space in the ground floor of the building lying and situated in the HIG segment "AKANSHA". In terms of the said Agreement for Sale the respondent No. 1 were under an obligation to complete the construction of the real estate project and handover possession of the said residential flat within 31.12.2019.	

The respondent No. 1 failed to deliver the said residential flat within the stipulated time of 31.12.2019 and had hence violated the terms of the said Agreement for Sale. The complainants had however paid the entire consideration amount of Rs. 80,50,880/- (Rupees eighty lakh fifty thousand eight hundred and eighty) towards the residential flat and GST of Rs. 8,09,772/- (Rupees eight lakh nine thousand seven hundred and seventy-two) to the respondent No. 1 in terms of the said Agreement for Sale. The entire consideration had been paid. These has been accepted by the respondent No. 1 company / promoter in full satisfaction against all receivable in respect of the said Agreement for Sale. The respondent No. 1 had further imposed a penalty of Rs. 26,000/- (Rupees twenty six thousand) on the complainants for delay in making payment which the complainant had paid with protest.

After prolonged delay, finally the respondent No. 1 issued a possession notice pertaining to Flat No. "A3-02D" and 1 (one) covered car parking space having No. "C-207" dated 01.02.2023. Subsequently a Deed of Conveyance was entered by and between the parties on 02.02.2023 being Deed No. 190401733 for the year 2023, registered at the office of the Additional Register of Assurances - IV, Kolkata, and recorded in Book No. I, Volume No. 1904-2023, Pages from 115466 to 115510.

The complainants are presently enjoying the possession and title in respect of the said residential flat. However, the respondent No. 1 company / promoter had failed to complete and give possession of the said residential flat in accordance with the terms of the said Agreement for Sale dated 28.11.2016. Due to such breach and failure of the respondent No. 1 company / promoter, the complainants had received possession of the said residential flat after a prolonged delay of 37 (thirty seven) months 2 (two) days and therefore the complainants are filling this instant compliant.

Complainant prays before the Authority for the following Reliefs:-

- a) The respondents herein to pay to the complainants herein a sum as compensation to the extent of Rs. 44,20,076.26/- for delay in delivery of possession of the said residential flat;
- b) The respondents herein to pay to the complainants herein a sum as compensation to the extent of Rs. 1,00,000/- as litigation costs;
- c) Such further and/ or other order or orders as this Hon'ble Authority may be deemed fit and proper.

After hearing the Complainant in detail, 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 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 no.1 and 2, both in hard and scan copies, within **15**

(fifteen) days from the date of receipt of this order of the Authority through email.

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 / 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 **10.07.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority