

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

Complaint No.WBRERA/COM (PHYSICAL)000066

Abhilash Halder & Pampa HalderComplainants

Vs

Arup Kumar Nag.....Respondent

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
01 ----- 12.02.2024	<p>Complainants (Mob. No. 9051049626, 6290394427 and Email id – rajoryt85@gmail.com , haldergg07@gmail.com) are present in the physical hearing and signed the Attendance Sheet.</p> <p>Respondent-Promoter Mr. Arup Kumar Nag (Mob. No.9831025548 & email Id –arup.bluewave@gmail.com) is present in the physical hearing and signed the attendance sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainants, they have purchased a Tiles floored flat (south facing) on the 3rd floor being flat no. 301 on the G+3 storied building having 1100 Sq.ft super built up area, consisting of 3 Bedrooms together with undivided proportionate share of interest in the land attributable to the flat in the newly constructed building at Premises No. 156, Green Park P.O. & P.S. Narendrapur, Kolkata – 700 103, from the Respondent Promoter Shri. Arup Kumar Nag, S/o. Late Dilip Kumar nag residing at 158, Green Park, P.O. & P.S. Narendrapur, Kolkata – 700 103 Sole Proprietor of 'BLUE WAVE CONSTRUCTIONS', having its office at 12, Nilachal Complex, P.O. & P.S.- Narendrapur, Kolkata – 700 103.</p> <p>For this purpose, an Agreement for Sale was signed on the 15th Day of March, 2018 between the Developer – Shri. Arup Kumar nag of BLUE WAVE CONSTRUCTIONS, and, Purchasers –Shri. Abhilash Halder and Smt. Pampa Halder jointly.</p> <p>The Complainants being interested to acquire a flat at the top floor which was under construction and agreed to acquire undivided proportionate share in Land on which the building was being constructed by the Respondent. They have examined the land and fully satisfied with it</p>	

agreed to purchase the flat at cost of Rs. Rs.33,00,000/-only out of which they paid on 15.03.2018 a sum of Rs.4,00,000/-only to the Respondent as advance money and out of the rest of Rs.29,00,000/- they paid Rs.27,00,000/- on May,2018 and the final payment that is balance Rs.2,00,000/- will be paid only after the completion of the flat which is yet to pay.

However, after a long amicable communications with the Respondent at his residence the Complainants took quiet possession of the new flat in peaceful manner in the month of March, 2019, with strong assurance from the Respondent-Developer that the rest 15% works of the flat will be completed by a stipulated date on and before the 31st December, 2019 as per Agreement.

They took the problems and the miserable conditions of the flat to the notice of the Developer for more than 12 times going at his residence and had discussions over the different problems of the new flat. But, the Developer did not pay heed properly and in most cases, remained indifferent saying today or tomorrow. Ultimately and finally the promoter did not take any positive action to repair and re-fit the defective and damaged walls, pipe lines, water taps fitting in the bathrooms and kitchen of the flat. He never and never did visit the flat since April 2019, more than five years already had passed till date. The last discussion between themselves and the Respondent was in the month August 2023. The flat has developed numerous apertures, rifts and cracks in almost the walls of the flat and severely damaging gradually.

The Complainants prayed before the Authority to give necessary directions for the following:-

The Promoter should complete the following as per the Agreement For Sale.

- a) All sides of the walls inside the flat to be completed.
- b) Grill gate in front of main entrance door to be installed.
- c) The main entrance door is wooden with lock and frame by sal-wood and with others features as per the Agreement For Sale.
- d) In kitchen single layer marble in cooking space and all water taps to be installed / repaired.
- e) All water taps other than the kitchen to be repaired.
- f) Commodes in both toilets to be installed.
- g) Window frames, rectification of flooring and demarcation of garage space to be done.

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:-


The Complainant is directed to submit his total submission regarding his 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 **10 (ten)** days from the date of receipt of this order through email.

The Complainant is further directed to send a scanned copy of the Affidavit with annexure to the Advocate of the Respondent in their above respective email Ids.

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 **10 (ten)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Inspite of the above directions, it is hereby directed that both the parties are at liberty to try for a mutual settlement by amicable discussion regarding the instant matter and if they arrive at a mutual settlement, in that case they will submit a joint affidavit signed by both of them and send it to the Authority (in original) before the next date of hearing and in that case there is no requirement of sending separate Affidavit.

Fix **12.03.2024** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority