

Draft

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

Complaint No.WBRERA/COM 001546

Pallab Mistry..... Complainant
Vs.

Janapriyo Real Estate Pvt.Ltd..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 <u>08.04.2026</u>	<p>Complainant, Pallab Mistry is present in the hearing through online mode. He is directed to file his hazira immediately.</p> <p>Respondent is represented by Learned Advocate Pitam Dutta and Learned Advocate Pritam Pal, signing the attendance sheet and filing hazira and vakalatnama, which should be kept in record.</p> <p>The Complainant, Pallab Mistry (AADHAR: 7692 2028 7672) is the son of Lt. Parimal Mistry stated that he is a bonafied citizen of the Republic of India. The Respondent JANAPRIYO REAL ESTATE PVT. LTD. (CIN : U70100WB2007PTC120389) is an Indian Company incorporated under the Companies Act having it's registered office at Janapriyo Bhawan , 2nd Floor, 151/A , Jodhpur Gardens, (Nr. Silverline Eye Hosp.), Kolkata 700045, inter-alia carry on the business of Real Estate vide residential project development, within the absolute jurisdiction of the Hon'ble West Bengal Real Estate Regulatory Authority (WBRERA). The Respondent is and was, developing a big Residential Project, Kalyani City Enclave, Project land size is 215 Bighas + of more than 1100 plots, launched in 2010 which is yet-to-start in 2025. The Prospectus/Sales Brochure of the said residential project Kalyani City Enclave promised : Black Pitch Metal Roads, Electricity, Drainage , Gated Complex, water supply, lakes/water bodies, Children's Park, Medical Centre, School, Shopping malls, Market Complex, Community hall, Playground, etc. The Respondent did widespread marketing through Print media vide English, Bengali and Hindi newspaper ads, Digital media like 99 acres and magic bricks etc. and lastly Marketing Agents which continues till date in 2025. The Respondent also allured and trapped the customers vide manifold Ponzi schemes like :-</p> <p>A) Free registration and mutation of the plot/land at zero cost, on onetime full payment in lump sum.</p> <p>B) Immediate registration of the plot/land at mere 60% payment of total price of the plot,</p> <p>C) Convenience of Payment in interest free EMIs for 36/48/60 months etc.</p>	

The father of the complainant viz, the allottee Late Parimal Mistry a general customer, impressed by the corporate approach of the Respondent Janapriyo Real Estate Pvt. Ltd. and the promised amenities of the overall project, Kalyani City Enclave booked One(1) Plot No. 244 A Land size measuring 2 (two) Cottahs , of the project, Kalyani City Enclave, in the year 2012 and made payments thereafter to the Respondent. The respondent viz. the promoter entered into a "Notarized Agreement for Sale" on 26th November 2012 with the complainant after receiving Rs.1,41,000/- (30%),duly acknowledged, against an agreed total full amount of Rs.4,70,000/-. The Balance amount of Rs. 3,29,000/- was agreed to be paid in 48 Equal Monthly Instalments, against Promise of Immediate POSSESSION/HANDOVER of Ready-to-move Plot with all the above listed amenities, in the completed project, recorded in the said Sale agreement. The Complainant honoured the terms and conditions of the Sale Agreement and completed 100% of the payment before the stipulated date in 2016. The Respondent, Janapriyo Real Estate Pvt. Ltd. did not start the project even after 4 years, till 2016 with absolute no work and kept receiving the payment from the Complainant without any development work on the project land, being used for agriculture. The Complainant had requested the Respondent in his office to start developmental work many a times, but met with zero response. The Project Gate was installed in 2019, and this is the only work the respondent viz. the promoter has completed till date in 2025. The complainant had approached the Respondent in his office for registration/title transfer of the above said plot in favour of the complainant, many a times, but the Respondent kept on postponing since 2016 and in 2023 has, finally refused, without assigning any reason thereof. The Respondent has not given any physical possession, till date, to any of its customers even with completed registration/registered title holders. The Respondent gives a false statement that the development of the project Kalyani City Enclave is still going on in 2025, even after 15 years of its launch in 2010, the truth is, however, the development is yet-to-start. The Respondent sold/offered the same land at Rs.10,00,000/- per katha in 2023 to the general public at large, using the same Modus Operandi mentioned above. The current price is not known to the Complainant due to non-co-operation by the Respondent. The ground reality/fact is that, the hard earned money of the novice customers is used only for the company's expansion and the project land of Kalyani City Enclave is used for and as agricultural land for private/personal profit of the Respondent, by the Respondent themselves, till date and no onsite Development has taken place (Except for a Project gate to allure new customers) and the humongous 215 bigha project is yet-to-start and far-to-complete. All the customers of the Respondent including the Complainant feel cheated and deprived and are living in mental harassment and agony. The original allottee Lt. Parimal Kumar Mistry expired intestated on 28th May 2020 leaving behind his wife Shipra Mistry, his son Pallab Mistry and daughter Sweta Mistry. Pallab Mistry being the successor and legal heir of the original allottee Lt. Nirmal Kumar Mistry is filing this complaint being a 'Complainant' as defined in Sec. 02 (f) of the West Bengal Real Estate (Regulation and Development) Rules, 2021 under Section 31 of the RERA Act. 2021. The Complainant does hereby solemnly affirm and declare that she does not want to withdraw from the project and wants to retain the land. The suit is within the period of limitation and the Authority can entertain this suit.

The Complainant prayed before the Authority for following relief:

- 1) Pass a decree and direct the Respondent Janapriyo Real Estate Pvt. Ltd. to register/convey/transfer the plot no. 244 A land size measuring two(2) cottahs, of the project, Kalyani City Enclave, in favour of the Complainant Pallab Mistry

in accordance with section 11 (4f) & section 17 (1) of the RERA Act. 2016, by an advocate of the Complainant's choice,

2) Pass a decree and direct the Respondent, to Pay a combined interest from 2017 to 2024 in lump sum, to the Complainant, Pallab Mistry on behalf of his father, Parimal Mistry, as the Hon'ble WBRERA may decide feasible, in accordance with Section 18 (a) of the RERA Act. 2016 and Section 17 of the West Bengal Real Estate (Regulation and Development) Rules, 2021. The complainant, once again, does hereby solemnly affirm and declare that he does not want to withdraw from the project and wants to retain the land.

3) Award cost of the suit Rs.10, 000/- in favour of the Complainant and against the Respondent.

4) Pass a decree and direct the Respondent to register the residential project, Kalyani City Enclave with the West Bengal Real Estate Regulatory Authority (WBRERA), in accordance with Section 4 of the RERA Act. 2016 and Section 3 of the West Bengal Real Estate(Regulation and Development)Rules, 2021 in favour of the complainant and in the interest of the general public at large.

5) Pass such order and further order(s) in the interest of the public and the present and future upcoming customers, as may be deemed fit and proper on the facts and in the circumstances of this case viz. take steps to stop all the directors of the Respondent turn fugitive and absconding like confiscating the passports and deposit of 30% of the Project cost and weekly hazira at the local PS only until the completion and handover of the Project, take steps to make public aware of the current status and 15years history of all the current projects of the Respondent vide Sunday leading newspaper ads, by the WBRERA at the Respondent's cost. Take step to stop the undervalue registration of the plots by the Respondent, in order to prevent huge losses to both the State and Central Government, etc.

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: -

A. The Complainant shall submit his total submission regarding the Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested supporting documents including the Succession Certificate from the competent Court 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 **2(two) weeks** from the date of receipt of this order of the Authority by email.

B. The Respondent shall submit their 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 same (in original) to the Authority serving a copy to the Complainant, both in hard and soft copies, within **2(two)weeks** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix after **11.05.2026** for further hearing and order.



(JAYANTA KR. BASU)
Chairperson
West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)
Member
West Bengal Real Estate Regulatory Authority