

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

Complaint No. WBRERA/COM000874

Madan Kumar Chaubey..... Complainant

Vs

Durgapur Real Estate Private Limited.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 11.07.2024	<p>Complainant (Mob. No. 8250911741 & email Id: chaubeymadankumar@gmail.com) alongwith his Advocate Mr. Subhra Kanti Roy Chowdhury (Mob. No.9831581182 & email Id: subhro.krc@gmail.com) is present in the physical hearing filing vakalatnama and signed the Attendance Sheet.</p> <p>Advocate Smt. Akanksha Mukherjee (Mob. No.8240899974 & email Id:- akanksha.m2011@gmail.com) is present in the physical hearing today on behalf of the Respondent and signed the Attendance Sheet.</p> <p>She is hereby directed to send her vakalatnama through email to the Authority immediately.</p> <p>Heard both the parties in detail.</p> <p>As per the Complaint Petition:-</p> <ol style="list-style-type: none">1. By virtue of Sale Agreement dated 22.03.2011, the Complainant purchased the residential flat being Flat Type "A" on the 2nd floor, Block- Torsa, measuring amount 1072 sq.ft. super built up area consisting of 3 Bedrooms, one drawing room, one dining room, one attached toilet, one common toilet, one balcony and one kitchen alongwith one covered car parking space in 'Sonar Bangla Complex' situated at Mouza- Arrah, under the jurisdiction of Malandighi Gram Panchayat, P.S. Kanksa, Sub-Division - Durgapur, District - Burdwan, W.B., from the Respondent herein and paid an amount of Rs.18,14,200/-only out of total consideration amount of Rs.20,26,000/-only to the Respondent.2. As per the terms of the Agreement, the project was to be completed within a period of 30 months i.e. within 22.09.2013.3. But the Respondent failed to complete the project within the stipulated time period.4. By a letter dated 30.08.2017, the Respondent demanded an outstanding	

amount of Rs. 2,81,800/-only (but the actual outstanding amount was Rs.2,11,800/-only) and threatened to impose interest @18% on the total amount due.

5. By a letter dated 11.09.2017, the Respondent demanded an outstanding amount of Rs.2,81,800/-only (including sum of Rs.70,000/-for an unknown and unexplained extra work) and also impose an interest of an amount of Rs.5,35,420/-only.
6. Finally, by a letter dated 06.11.2018, the Respondent cancelled the Sale Agreement on the ground of non-payment of the outstanding amount of Rs.2,11,800/-only plus interest Rs.7,47,466/-only.
7. The Complainant states that the interest should not be imposed since the completion of the project was substantially delayed.
8. Thereafter, the complainant was informed that the said flat alongwith the covered car parking space has already been transferred to a third party.
9. The Complainant filed a complaint being Complaint No. COM00050 before the WBHIRA on 25.03.2019 against the Respondent and the Authority was pleased to dispose of the matter with a liberty given to the Complainant to file a fresh Complaint Petition.

The Complainant prays before the Authority for the following relief(s):-

Complainant demanded to refund the amount of Rs.18,14,200/- only which was paid by the Complainant to the Respondent together with the interest according to the Rule 17 of the WBRERA Rules which is prime lending rate of SBI plus 2% per annum with effect from the date of first payment dated 28.02.2011, and also pay damages for an amount of Rs.10,00,000/-only.

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 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 **21 (twenty one)** days from the date of receipt of this order of the Authority by email.

Complainant is further directed to provide in his Affidavit in a Tabular Form the details of the payments made by him chronologically specifically mentioning the date, amount, money receipt number, if any, total amount paid by him, in his Affidavit.

Complainant is also directed to send a scan copy of his Affidavit alongwith

annexure to the email id of the Advocate of the Respondent, as mentioned above.

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 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 **21 (twenty one)** days from the date of receipt of the Affidavit of the Complainant either by post or by email, whichever is earlier.

Respondent is further directed to provide a **Refund Schedule** in his Affidavit specifically mentioning the date, amount and number of installments by which they will refund the Principal Amount of Rs.18,14,200/- alongwith interest to the Complainant.

Respondent is also directed to start payment as per the Refund Schedule given by them.

Inspite of the above directions, both the parties are directed to take initiative and try for an amicable settlement of the issues between them by mutual discussions and if they arrive at a Mutual Settlement, they shall submit a **Joint Affidavit**, signed by both the parties, containing the terms and conditions of the Mutual Settlement, and send the Affidavit (in original) to the Authority before the next date of hearing and in that case there is no need of submitting separate affidavit(s) by Complainant and Respondent, as per the directions given above.

Fix **24.09.2024** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority