

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

Complaint No. WBRERA/COM000423

Nirmalya Ghosh and Rajarshi Ghosh. Complainants

Vs

SG Computech Limited..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 <u>29.04.2024</u>	<p>Advocate Subhas Basu (Mobile no. - 8240131565, email id - subashbasu@yahoo.co.in) and Advocate Hitendra Pramanik (Mobile.- (Mob. No. 9830596804) are present in the physical hearing and signed the attendance sheet.</p> <p>Respondent is absent despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the Respondent-Developer entered into an agreement for purchase of a flat in the project 'SANHITA' of the Respondent Company and the Respondent received Rs.2,00,000/-as application and allotment money on 22.02.2016 which was against the law u/s 13 of chapter III of WBRERA Rules, 2021. On 27.06.2016 allotment of a Flat bearing No. 3C, 3rd Floor under Block-2B5 under precinct 7 in the project named as 'SANHITA' was confirmed by Developer and ultimately on 01.10.2016 entered into an agreement for sale of the said flat with the Complainants and the Complainants have no other alternative but to sign the agreement and paid full consideration Rs.15,66,455/-including initial money as per demand and as per demand notice dated 18.01.2020, amount for parking space Rs.1,91,901/-also paid on 28.01.2020 and in the letter dated 28.02.2020 the Respondent-Developer acknowledged the said payments and also wrote that the delivery of possession of the flat will be done within 48 months from the date of allotment that is within 27.06.2020 (clause 4a of the sale agreement). After the Respondent-Developer confirmed full payment of the said flat including parking space in a letter dated 14.06.2022, delivery of said flat is</p>	

sought for and requesting the Developer for sending his standard format of Deed of Conveyance to enable the Complainants to prepare the indenture for registration without any further delay but neither any reply nor any action taken by the Respondent-Developer. Clause 2.C.(5) as per agreement provides Corpus deposit (mandatory) on possession notice for Rs.25,000/-Developer did not clarify that clause and if any allottee refuses to accept the facilities of club with all other modern amenities offered how much corpus deposit he has to pay is also not clear. Chapter III, Section 11, functions and Duties of Promoter states that the promoter is to provide civic infrastructure like water, sanitation and electricity and also subsection 4 of section 11, specially 4(f) & 4(g) before the Developer transfers physical possession of the said flat.

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

1. Directing the Respondent to deliver physical possession of the said flat no. 3C, 3rd Floor, Block-2B5 with Occupancy Certificate (O.C) and Completion Certificate (C.C) both within one month.
2. Directing the Respondent to provide standard format of deed of conveyance to the Complainants immediately and help the complainants for registration and possession of the said flat, otherwise if Respondent fails to do so, he has to pay 2% extra stamp duty and 10% of valuation of the said flat to the Complainants.
3. Directing the Respondent to pay interest as per RERA Rules, 2021 on total consideration from 27.06.2020 to till date of registration and possession of the said flat.
4. Directing the Respondent to clarify the Corpus Deposit of clause 2.c as per Sale Agreement.
5. Litigation cost as per Authority shall deem fit and proper.

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 Complainants are directed to submit their total submission regarding their 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 **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

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

Fix **18.07.2024** for further hearing and order. On the next date hearing shall be held through online mode.

(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority

(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority

(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority