

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

Complaint No. WBRERA/COM000489

Prasant Gupta..... Complainant

Vs

Soumita Construction Pvt. Ltd.....Respondent No.1

Fairland Development India Limited'.....Respondent No.2

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 31.01.2024	<p>Advocate Prithwish Roy Chowdhury (Mobile - 8240168628, email - roychowdhuryprithwish@gmail.com) is present in the online hearing on behalf of the Complainant filing hazira through email.</p> <p>Respondent is absent in the online hearing today despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the track record of the 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, he approached the Respondent for the purpose of purchasing flats/apartments in the project named 'The County' of the Respondent. Through two flat Sale Agreements dated 12th February, 2016, M/s. Fairland Development India Limited (Owner) and M/s. Soumita Construction Pvt. Ltd., (Developer) agreed to sell flat No. 8a both on 8th floor having approximately 1014 Sq. ft. saleable area in the proposed building earmarked as Tower-2 in Phase 1A of the project "The County" to the Complainant. Then total consideration for sale of the said flat, land share and share in common portion alongwith floor rise charge, car park with service Tax was respectively Rs.29,46,890/-and Rs.29,72,240/-total of Rs.59,19,130/- for two flats which was confirmed and accepted by the parties.</p> <p>The Complainant paid Rs.27,01,366/-for flat No. 8H and Rs.25,47,439/- for flat No. 8A including taxes and other charges to M/s Fairland Development India Limited (Land Owner) and M/s Soumita Construction Private Limited</p>	

(Developer) amounting a total of Rs.52,48,805/- .

As per clause 9.5 - "construction and completion of sale", possession of the said flat was to be handedover within 42 months from the date of the flat Sale Agreement i.e. , 12.02.2016 which may be extended by a period of 6 (six) months at the option of the Respondent-Developer. The Respondents have miserably failed to handover possession of the said flats till date.

In this Complaint Petition, the Complainant prays before the Authority for the following reliefs:-

- a) The Complainant seeks a refund of Rs.52,48,805/-as paid by the Complainant as consideration for sale of the said two flats.
- b) The Complainant seeks interest @18% p.a. on above sum of Rs.52,48,805/-.
- c) The Complainant prays for necessary orders to be passed at the time of the judgment in favour of the Complainant for mental and legal agony caused.
- d) Any other relief / reliefs as this Authority may 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:-

Let '**M/s Fairland Development India Limited**', who is the landowner of the subject matter project be included as **Respondent no.2** in the present matter and '**Soumita Construction Private Limited**' shall be referred to as **Respondent no.1**. Henceforth in all the records of this matter this correction shall be incorporated.

The Complainant is directed to submit his total submission regarding his Complaint Petition on a Notarized Affidavit, giving therein in a tabular form all the payments made by the Complainant chronologically specifying date and amount of payment, 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 through 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.

Respondent is hereby directed to submit the Written Response within the stipulated time period as directed above, failing which, no more time / opportunity shall be given to the Respondent to file Written Response for the ends of speedy disposal of justice as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016.

Respondent is further directed to remain present positively on the next date of hearing, failing which, the Authority shall have no other option but to proceed with ex-parte hearing and disposal of this matter for the ends of speedy disposal of justice.

Fix **16.05.2024** for further hearing and order.



(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