

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

Complaint No.WBRERA/COM000126 & COM000666 (erstwhile WBHIRA)

Surmit De.....Complainant

Vs.

Ideal Real Estates Private Ltd. & Directors..... Respondent No. 1 to 4
Rajat Group of Companies Respondent No.5

Sl. Number and date of order	Order and signature of Officer	Note of action taken on order
1 ----- 13.06.2023	<p>Advocate Proteek Debnath and Advocate Ashique Mondal are present on behalf of the Complainant filing hazira and Vakalatnama through email.</p> <p>Respondent is absent despite due service of notice by email and also by speed post. The Notice for hearing sent to the Respondent No. 1 to 4 by speed post have been duly served. The notice of hearing sent to the Respondent No. 5 has not been delivered and the track record shows that – “Item Returned Refused”.</p> <p>Let the track records and service report of due service of hearing notice to the Respondents be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>At the time of hearing, it came to the notice of the Authority that on the selfsame matter, the Complainant had filed a Complaint case bearing number COM000666 before the erstwhile WBHIRA Authority .The said matter was not admitted for hearing till the struck down of the WBHIRA Authority by Hon’ble Supreme Court of India by an order dated 04.05.2021.</p> <p>It should be mentioned here that by the Order of the Hon’ble</p>	

Supreme Court dated 12.05.2023 in the Case No. Special Leave to Appeal (C) No(s). 16908/2022 in the matter of Saptaparna Ray Vs. District Magistrate North 24 Parganas & Ors., the Apex Court has been pleased to direct-

“This Court observed that the “striking down of WB-HIRA will not affect the registrations, sanctions and permissions previously granted under the legislation prior to the date of this judgment”. This principle shall also apply to orders which were passed whether in original or in the course of execution prior to the date of the judgment. All such orders shall be executed in accordance with law, as if they were issued under the RERA.

Moreover, we clarify that all complaints which were filed before the erstwhile authority constituted under WB-HIRA shall stand transferred to and be disposed of in accordance with law by the authority which is constituted under the Central Act. Any person aggrieved by an order passed under WB-HIRA will be at liberty to pursue the corresponding remedy which is available under the RERA.”

Therefore, as per the above direction of the Hon'ble Supreme Court the Complaint no. COM-000666 stand transferred to this Authority. As no hearing was done for that Complaint Petition before the erstwhile WBHIRA and on the selfsame matter the present Complaint bearing no. WBRERA/COM 000126 has been filed by the Complainant therefore the Authority is hereby please to close and dismiss the Complaint no. COM-000666 and this Authority shall proceed with hearing of this present Complaint Petition bearing no. WBRERA/COM 000126.

The case of the Complainant is that, he booked a residential flat having No. 14F in the Tower 'IVY' having super-built-up area of 1320 Sq.ft. in the project named '**Ideal Greens**' of the Respondent No. 1 to 4 i.e. '**Ideal Real Estates Private Limited and Directors**' and paid the Respondent for this purpose total sum of Rs.54,40,543/-(Rupees fifty-four lakhs forty thousand five hundred forty-three only) under full payments schemes. Out of this amount Rs.3,09,270/-was paid by the Complainant as booking money vide a cheque dated 10.09.2014 and the remaining amount of Rs.50,76,868/- excluding TDS was paid by

the Complainant vide another cheque dated 24.10.2014. The Respondent No.1 Company had entered into an Agreement for Sale with the Complainant pertaining to one individual residential flat having flat No. 14F on the 14th floor together with one unnumbered covered car parking space situated in the basement of the building in the Housing Complex named '**Ideal Greens**' situated at 591A, Motilal Gupta Road, Police Station – Haridevpur, District – South 24 Pargans, Kolkata – 700 008.

As per the clause 9.5 of the Agreement for Sale, the Respondent No. 1 Company was liable to complete the construction of the project and handover possession of the said flat within October, 2019 but he fails to deliver the possession within October,2019 and hence violated the terms of the said Agreement for Sale.

On 20.08.2022 a representative of the Respondent No. 1 Company/Promoter had send an email to the Complainant asking for his consent for transfer of the said Real Estate Project to a 3rd party, the Respondent No. 5 herein. The Complainants are equivocally denied such consent through an email dated 23.08.2022. The said Real Estate Project has been re-named as '**Aagaman by Rajat**' and is being advertised in the website of Respondent No. 5, - www.rajathomes.com/agaman under Registration No. **HIRA/P/KOL/2018/000212**. As such the Respondent No. 5 has stepped into shows of the erstwhile Promoter.

In this Complaint Petition, the Complainant prays before the Authority for the relief of refund of the Principle Amount paid by him along with interest as per the law.

After hearing the Complainant, the Authority is satisfied to admit this matter for further hearing and order.

The Complainant is directed to submit his total submission regarding his Complaint Petition on a Notarized Affidavit annexing

therewith notary attested supporting documents and a signed copy of the Complaint Petition and send the original Affidavit to the Authority serving a copy of the same to all the Respondents, both in hard and soft copies, within 15 days from the date of receipt of this order through email.

The Complainant is further directed to provide in his affidavit the email ID/s and contact number/s of the Respondent No. 5 i.e. Rajat Groups of Companies and its Directors.

The Respondents are directed to submit their Written Response regarding the Complaint Petition on a Notarized Affidavit annexing therewith notary attested supporting documents, if any, and send the original to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within 15 days from the date of receipt of the Affidavit of the Complainant by post or by email whichever is earlier.

Fix **08.08.2023** for further hearing and order.

Sd/-

(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority

Sd/-

(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority

Sd/-

(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority

Certified to be true copy.

Handwritten signature

13.06.2023

Special Law Officer

West Bengal Real Estate Regulatory Authority