

Facts of the case

1. We made an application dt 3rd December 2013 to Ideal Real Estates Pvt Ltd (Ideal) in their prescribed form for allotment of flat in their project Aqua View ,Block -Crane , at Ground Floor measuring area of 1085 sq feet (on super built basis) , Garden area of 460 sq feet along and car parking space at basement.
2. Pursuant to our application by an allotment letter dt 03-12-2013 Ideal allotted to us a flat at GROUND Floor C (2 BHK) in CRANE at IDEAL AQUAVIEW having a super built up area 1545 sq feet including a basement car parking space for an agreed consideration of Rs 5544438/- (Rupees fifty five lacs forty four thousand and thirty eight only).
3. The entire consideration was payable as per the payment plan attached to the allotment letter.
4. The sale was subject to the terms and conditions of sale contained in the standard sale agreement.
5. To enable us to pay to Ideal there was a tripartite agreement dt 18th Sept 2014 between Ideal ,State Bank of India SBI) and ourselves ..The said housing loan was disbursed as under :

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	Date	Amount (Rs)
1	22-09-2014	893944
2	22-01-2015	624836
3	15-03-2016	381220
	Total	1900000

SBI directly paid the above amount to Ideal towards part consideration of the cost of the apartment. As a matter of fact, pursuant to clause no 6 of the above agreement the disbursed amount was directly credited to loan account of IDEAL. Needless to mention we are paying interest and on above loan and a part of the loan is still outstanding

6. On or about 25th May 2015 a sell agreement was executed by Ideal and ourselves.
7. In terms of clause 9.5 of the agreement Ideal was obliged to construct, finish and make the said flat habitable along with the parking space on or before 30th June 2017. It was further agreed that the completion date may be extended by 1 year at the option of the Ideal.
8. We have made following payments to Ideal:

Statement of payment made to Ideal						
	Due as per the allotment letter	amount (Rs)	Receipt no issued by Ideal	Date of Receipt	Date of Payment	amount (Rs)
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1	03-12-2013	309270	381	03-12-2013	02-02-2013	51000
2	02-01-2014	245174	1766	31-12-013	31-12-2013	258720
3	01-02-2014	554444	1767	07-12-2014	07-02-2014	245174
4	22-05-2014	388112	1768	26-03-2014	25-03-2014	200000
5	09-09-2014	388112	3164	29-09-2014	22-09-2014	893944
6	28-12-2014	388112	3834	30-01-2015	30-01-2015	624836
7	17-04-2015	388112	4348	27-04-2015	27-04-2015	388112
8	05-08-2015	388112	5341	18-11-2015	18-11-2015	400000
9	23-11-2015	388112	5664	12-01-2016	12-01-2016	375774
10	12-03-2016	388112	6063	18-03-2016	15-03-2016	381220
11	30-06-2016	388112	6063			
12	18-10-2016	388112	6449	27-06-2016	27-06-2016	400000
13	05-12-2017	388107	7121	30-10-2016	30-10-2016	400000
14			7603	21-02-2017	21-02-2017	400000
	Total	4990003				5018780

- 9 It is apparent that we have made all the payments which were due and payable to Ideal.
- 10 We have been constantly following up with the for completion of the flat. By a mail dt 17th January 2020 we pointed that due to delay in completion of flat we are incurring huge financial losses and requested Ideal to commit the definite date of possession of the flat and specific reasons for delay. In response Ideal sent a mail dt 31st January 2020 which inter alia reads as under:

Quote

On Fri, 31 Jan 2020 at 10:30 AM, Bhaskar Sengupta
<bhaskar.sengupta@ideal.in> wrote:

Sir,

Seasonal Greetings!!!

We would like to bring in your kind notice that we had already handed over the fit-out letters for block D. Few customers of block- D had started their interiors also.

In February ,2020 we are planning to give fit out for Block- CRANE & in April ,2020 for Block-Flamingo

Subsequently we will issue fit out letters for Block – A, B & E and expected month would be July ,2020.

Feel free to call me or mail me for any further issues.

Assuring you of our best services at all times.

Thanking you.

With best regards,

Bhaskar Sengupta

Ideal Group

Mob-9051782225

Unquote

11 It is apparent that Ideal failed to specify and date for construction, finishing and making habitable the flat and also the basement parking space in terms of clause 9.5 of the agreement dt 25th May 2015 and could not furnish any specific reasons for delay.

12 On our further follow up by a mail dt 12 th Feb 2020, Ideal sent a mail dt 14th May 2020 which reads as under:

Quote

From: **Bhaskar Sengupta** <bhaskar.sengupta@ideal.in>

Date: Fri, 14 Feb 2020, 18:10

Subject: RE: FW: Flat at Aqua View being Ground C (2BHK) in CRANE

To: Jindal Travels <jindaltravel@gmail.com>

Dear Sir,

Thank you so much for the mail.

Due to unforeseen circumstances which was beyond our control.

Thanks & Regards,

Bhaskar Sengupta

Ideal Group

Unquote

13 On or about by a mail dt 14th Feb 2020 we demanded interest @ 15.2% (13.2% being prevailing SBI PLR +2%) amount of Rs 2032463/- (Rs twenty lacs thirty-two thousand four hundred and sixty-three only) for the period July 2017 to Feb 2020 and further interest till handing over possession of the flat. Till date there is no response to this mail. Pl refer annexure

14 We have not received possession of the flat till date though more then 3 years have lapsed and have paid all the money which was due and payable to Ideal.

15 Clause 2(i) of the conditions for registration of the project with the Authority provides that the promoter shall enter into an agreement for sale with the allottee as provided in Annexure A. The Promoter has not entered into any such agreement and its condition has

not been complied with. The agreement 25th May 2015 is much different in content as compared to pro forma of the agreement for sale provided in Annexure A

- 16 Pro forma of the Agreement for sale being part of Promoter 's Document has been uploaded on the website of West Bengal Housing Industry Authority Copy of the Agreement for sale as uploaded on the website is attached. The content of the Agreement to sale don't match with the pro forma provided in Annexure A The highlighted portion of the attached pro forma of agreement for sale when compared with the pro forma provided in Annexure A confirms that there are material differences and the interest of the allottees have been severally compromised in gross violation of the provision ,spirit and purpose West Bengal Industry Regulation Act 2017
- 17 Pursuant to Rule 17 (1) read with clause (b) of Sec 34 following information is required to be available on the website of the Authority .
 - a. Details of the promoter
 - b. Apartment and Garage related details in relation to Promoter
 - c. Information regarding registered agent relating to Project
 - d. Information regarding Consultants
 - e. Information regarding development plans
 - f. Financials of the promoter
 - g. Status of the project
 - h. Quarterly updates in respect of
 - i. the number and type of the apartments booked
 - ii. the number and type of Garage and car parking space booked