

ORDER SHEET


WEST BENGAL HOUSING INDUSTRY REGULATORY AUTHORITY

Complaint No. COM-000095

Rahul ChakrabortyComplainant

AND

Eden GroupRespondent

Sl. Number and date of order	Order and signature of Officer	Note of action Taken on order
6 ----- 10-01-2020 Dictated & corrected by me 	<p>Complainant is present filing hazira.</p> <p>Authorised representatives of the Respondent Shri Sanjay Kumar Jain and Shri Nisheet Agarwal are also present filing hazira.</p> <p>Heard both the parties in detail.</p> <p>In compliance to the order of this Authority dated 13.11.2019 ,the respondent filed written submission stating that an amount of Rs.44556/- towards excess amount collected in respect of generator and transformer charges has been paid to the complainant which is duly acknowledged. Further it is submitted that a sum of Rs. 1023/- is admissible as refundable input tax credit on sum of only Rs. 308200/- (10% of total consideration) paid by the Complainant after coming into effect of GST, will be refunded to the complainant. The relief sought for in the complaint petition as regards refund of excess money collected on account of generation etc charges and refund of GST input credit has been settled with the Complainant in pursuance of this Authority's order dated 13.11.2019. Complainant did not dispute this position.</p> <p>This Authority heard the submission of both the parties on other prayers in the complaint petition regarding allegation that the two projects namely Eden Richmond Park and Eden Richmond Enclave have been merged by the</p>	

Respondent and thus alleged violations of provisions of WBHIRA Act,2017 and affecting rights of the complainant and allottees as regards sharing of common area and amenities with the neighbouring project being developed by the Respondent Company.

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This Authority examined Agreement for Sale which clearly mentions entire schedule of the project at page 19 of the Sale Agreement covering 188 cottahs and 5 chataks in premises at 16, Dharamtala Road, Kolkata, out of which the project pertaining to the complainant is comprised in the project of 110 katha in block-1 and the promoter is developing project on balance project land in terms of building plan sanction granted by Rajpur-Sonarpur Municipality. This schedule is part of the sale agreement and clearly defines the common area and amenities of the project Eden Richmond Park for the allottees included in block-I . The project Eden Richmond park on block-I and Eden Richmond Enclave in the remaining project land with HIRA registration No. HIRA/P/SOU/208/000240 has been taken up for development of project by the promoter, which in no way affect the rights of the complainant as delineated in the Agreement for Sale. This is argued by the Respondent that the Deed of Conveyance executed in favour of the Complainant has clearly shown the area of land of 1st phase and remaining vacant area which was supposed to be developed in the 2nd phase and this has been described in the Agreement for Sale at clause 7.3 and Deed of Conveyance at Clause 3.13 that buyer of both the phases shall share common ingress and egress, common boundary walls, common amenities and facilities etc. This is further argued by the Respondent that the name of the 2nd phase has been given as Eden Richmond Enclave, which is merely a change of name for 2nd phase of the project and very much part of the larger complex for which the building plan sanction has been obtained from the Municipality.

I have gone through the schedule of the project as annexed to the Sale Agreement and examined the documents related to the project and do not find any merit in the arguments and prayer made by the Complainant that the two projects are being merged by the promoter. The Complainant is well aware about the schedule of the entire complex and rights of the parties which are in

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conformity with the sale agreement and deed of conveyance. The Complainant could not make out any case which can prove breaches of the Agreement and contraventions of any provision of the WBHIRA Act, 2017 due to development of Block-2 as Eden Richmond Enclave as registered with the WBHIRA Authority.

Complainant admitted to the fact that Block-I and Block-2 are noted in the plan annexed to sale agreement and that entire land area of 188 Cottahs and 5 Chataks is mentioned in Schedule 'A' of the sale agreement. I have also examined and heard the Complainant on each and every written statement and argument submitted by him.

It is hereby

Ordered,

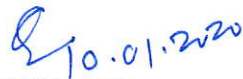
that the Respondent shall refund Rs.1023/- as input tax credit in favour of the Complainant. A sum of Rs.44556/- has already been paid to the complainant in respect of his prayer as already stated.

There is no merit in the prayer regarding the claim that the two projects are being merged by the promoter and it is not found to be true and hence, no orders on prayer to stop sale of flat in the project Eden Richmond Enclave is passed and entertained by this Authority.

The Respondent shall complete the drainage work if not yet completed within one month from the date of receipt of this order.

There is no other orders as to cost.

Communicate the copy of this order to both the parties.



(ONKAR SINGH MEENA)
Designated Authority,
Housing Industry Regulatory Authority
Govt. of West Bengal.