

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

Complaint No.WBRERA/COM 001061

Pallab Baran Palmajumdar..... Complainant

Vs.

Eden Realty Venture Pvt. Ltd..... Respondent

| Sl. Number and date of order | Order and signature of the Authority   | Note of action taken on order |
|------------------------------|--|-------------------------------|
| 01<br><u>17.02.2025</u>      | <p>Advocate Syed Chandan Hossain is present on behalf of the Complainant in the hearing through online mode. He is directed to send his hazira and vakalatnama through email to the Authority immediately after today's hearing.</p> <p>Advocate Sanjoy Bhattacharya (email - sanjb240576@gmail.com) is present on behalf of the Respondent-Promoter Company filing hazira and vakalatnama through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant, the fact of the case is that:-</p> <ol style="list-style-type: none"><li>1. That the project under the name and style of 'Solaris Shalimar', located at FLAT NO. 314, TOWER REWA UNDER ZONE 2 C, FLOOR 2, was launched by the above mentioned Respondent Company through its Promoters, being the above named Respondents and duly advertised throughout the country even using the web.</li><li>2. That the Complainant herein had preferred an application before the respondents asking for a flat above seventh floor (2BHK).</li><li>3. The Complainant had not been communicated from the end of the company but upon query by the Complainant herein, over telephone being no. 033 66264124, he had been affirmed by the company that flat marked as 314, block 2 has been allocated in his/their names.</li></ol> <p>The Terms of Payment as per the General Terms and Conditions served to the Complainant setforth as bellow -</p> <ol style="list-style-type: none"><li>i) At the time of Application (Application Amount) Applicable Application Amount.</li></ol> |                               |

ii) At the time of Allotment (Booking Amount) 10% of Total Price minus Application Amount.

iii) On registering the Agreement for Sale 10% of Total Price.

iv) On commencement of Piling of the tower 10% of Total Price.

v) On commencement of Foundation of the tower 10% of Total Price.

vi) On completion of Ground floor Slab Casting of the Zone of the Tower 5% of Total Price.

vii) On completion of 2nd floor Slab Casting of the Zone of the Tower 5% of Total Price.

viii) On completion of 5th floor Slab Casting of the Zone of the Tower 5% of Total Price.

ix) On completion of 8th floor Slab Casting of the Zone of the Tower 10% of Total Price.

x) On completion of 10th floor Slab Casting of the Zone of the Tower 10% of Total Price.

xi) On completion of Roof floor Slab Casting of the Zone of the Tower 10% of Total Price.

xii) On completion of Flooring of the Flat 10% of Total Price.

xiii) On possession notice of the Flat Balance of the Total Price Remaining plus Security Deposit.

4. The Complainant herein started payment but when the respondents illegally/whimsically demanded the amount for 10th floor Slab Casting, the Complainant stopped their payment on the basis of telephonic conversation and asked them to follow the rule but the respondents ignored and said that the allotment would be cancelled.

5. Having no proper communication the Complainant herein, used the email on 19.03.2024, where one Mr. Somaditya Sarkar, was requested by the Complainant for allotment of a flat as per his/their requirement.

6. That inspite of payment in advance as per the demand of the company made by the Complainant/ complaints herein, no format had been handed over to the Complainant/ complaints which is supposed to be the agreement with the company before starting the payment for the flat.

7. That all of a sudden without giving any date for registration and/ or any format of agreement or draft agreement, a phone call had been received by the Complainant No. 1 where the agent

of the Respondent asking for immediate payment of Rs 27,39,653.00 (32,37,772 - 4,98,119) (twenty Seven Lac Thirty Nine Thousand Six hundred fifty three only). The strange attitude, from the respondents astonished the Complainant/ complaints herein and scared. Complainant/ complaints repeatedly over telephone and email tried to communicate and make the Respondents understand about the illegal claims and requested not to take any illegal steps towards their application as the Complainant/ complaints herein are seniors citizens and suffering from several physical ailments due to their old age.

8. That not caring about the statements and requests the respondents repeatedly pinched, poked the Complainant/ complaints for payments and threatened that if they are not paying immediately then the flat will not be allocated in their name and the payment which they had already made, would be forfeited
9. That being confused and very much shocked by the attitude of the respondents the Complainant/ complaints herein, requested the respondents to refund their hard earned money, fearing of losing of money and home and mental peace and for the same they had requested for refund of their money over telephone and through electronic mail and made them clear that Complainant/ complaints are not going to take a single step forward with the respondents herein as they are breaching the laws since inception. The communications made by the Complainant/ complaints is annexed for your perusal.

**The Complainant prays before the Authority for the following reliefs:-**

1. To refund of their hard earned money which had been given as per the instructions of the respondents without entering into any agreement.
2. The penal interest over the amount which has been forcefully withheld by the respondents.
3. The costs of harassments and penalties.
4. Any other further relief as the authority deem fit and proper.

After hearing both the parties, the Authority is hereby 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 Complainant is directed to submit its total submission regarding their Complaint Petition on a Notarized Affidavit, annexing therewith notary attested/self-attested copy of 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 scan copies, within **15 (fifteen)** days from the date of

receipt of this order of the Authority by email.

Complainant shall also state in his Affidavit in a Tabular Form all the payments made by the Complainant chronologically specifying the date, amount, money receipt no. and the total amount paid by her in her Affidavit.

Complainant shall also send a scan copy of his Affidavit to the email id of the Advocate of the Respondent, as stated above.

The Respondent is hereby directed to submit its 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.

In spite of the above directions, both the parties are at liberty to try for a mutual settlement of the issues between the parties and if they arrive at a mutual settlement, they shall submit a Joint Notarized Affidavit, signed by both, containing the terms and conditions of the mutual settlement, and send the Affidavit to the Authority before the next date of hearing and in that case there is no need of submission of separate Affidavit by both the parties.

Fix **12.06.2025** for further hearing and order.

  
(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority