

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 (PHYSICAL) 000189

Praveen Kumar Agarwal ..... Complainant

Vs.

Godrej Amitis Developer LLP ..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 17.03.2025	<p>Complainant is present in the physical hearing today and signed the Attendance Sheet.</p> <p>Mr. Sibasish Chatterjee, Senior Executive - Legal of the Respondent Company is present on behalf of Respondent in the physical hearing today and signed the Attendance Sheet.</p> <p>As per the Complaint Petition, the fact of the case is that:-</p> <p>A. That the complainant herein has booked a flat on 29.06.2020 being Flat/Unit No. G7P2G24O8O1 alongwith a car parking space at Diamond Harbour Road, adjacent to Bharat Sevashram Sangha Multiplicity Hospital, Banagram, Joka, West Bengal -700 O4 from the respondents herein and paid a sum of Rs.3,96,214 /- only out of the total consideration of Rs.40,02,968/- only and entered into an agreement for sale on 20th November,2020.</p> <p>B. That the Respondent is a limited liability Partnership Firm (LLP) and represented by its partners namely (1) Godrej Amitis Developer LLP, "Godrej Waterside, Tower - II, Unit no. 109, Plot No. 5, Block DP, Sector V, Salt Lake City, Kolkata - 700091, West Bengal and (2) Godrej Amitis Developer LLP, Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway Vikhroli (East), Mumbai - 400079.</p> <p>C. That there is a payment schedule in the said agreement for sale subject to progress of work from time to time. The complainant visited the site of the construction but found no work is being done by the respondents and the complainant stopped to give further payment. Be it mentioned herein as per the said agreement the respondents are bound to deliver the flat and car parking space ready and complete with common areas with all specification, amenities and facilities of the project on 31<sup>st</sup> December, 2023 obviously will Force Majeure Clause.</p>	

- D. That the complainant visited the site and asked the representatives of the respondents to show work-in-progress and completion of the said unit booked by the complainant and found that no suitable construction has been done by the respondents herein and the said unit is still under construction and the representatives of the respondents failed to show the specification like car parking, lift and other amenities of the said unit as stated in the Schedule 'D' of the agreement for sale and also the common areas and portion, facilities, special recreational facilities and amenities as prescribed in Schedule 'E' and 'F' of the Agreement for Sale.
- E. That as the complainant asked for an explanation why the flat is not ready as the complainant is in dire need of accommodation from the representatives of the respondent they misbehaved and asked for due amount if any. That the complainant repeatedly asked the office bearers of the respondent that he has serious medical issues in his heard and internal organs and badly need the flat but they paid to need to it.
- F. That the complainant humbly states that after receiving the booking amount from the complainant the respondents failed to construct the unit/flat and not delivered the possession of the said flat to complainant as agreed upon by the Agreement for Sale.

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


- i. To direct the Respondent to deliver possession of Flat No. 801. 8th floor, Toger - G (C752G2V0801) Godrej SETEN - PHASE - 2 situated at Diamond Harbour Road, adjacent to Bharat Sevashram Sangha Multiplicity Hospital, Banagram, Joka, West Bengal – 700104, with all amenities and facilities as proposed by Godrej Amitis Developer LLP and to execute deed of conveyance forthwith.
- ii. To direct the Respondent to pay compensation @ Rs.5,00,000/-.
- iii. To pay interest to the Complainant at the rate 12% per annum.
- iv. The complainant is entitled to get compensation of Rs.3,00,000/- due to pain, mental agony and he has been compelled to stay in rented flat.
- v. Cost of legal expenses and other charges.
- vi. And such other order or orders as the 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:-

The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary 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 through email.

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 / self attested copy of 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 scan 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.

Fix **03.06.2025** for further hearing and order.

  
(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority