

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

Complaint No. WBRERA/COM000635

Subhojit Ghosh.. ..... Complainant

Vs

MKHS Realty LLP..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 27.08.2024	<p>Advocate Sourav Ganguly is present in the online hearing on behalf of the Complainant filing hazira and vakalatnama through email.</p> <p>Respondent is absent in the online hearing despite due service of hearing notice to the Respondent through speed post and also email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complaint Petition the Facts of the case is that,-</p> <p>Complainant and his wife Mrs. Anasua Ghosh came to know about the real estate project namely "<b>The PYRAMID</b>" of the Respondent Promoter Company from the lucrative and rosy advertisements on internet, hoardings near the site, and words of mouth. They thereafter enquired over the telephonic numbers provided on the website, after which the Developer started random follow-ups for meeting and booking of the flat in the said project, eventually convincing the Complainants for a meeting with them. The developer presented a very rosy picture about their real estate project namely "The Pyramid" and its construction plans on the issues of pricing, location, amenities, transportation facilities, etc. they also boasted of almost complete booking because of their advertisements on billboards, hoardings and by words of mouth in the city and beyond. The Complainants as such being induced by such presentation, on 15.05.2017, booked a 3BHK Residential flat No. 16-7/1, on the 7<sup>th</sup> floor admeasuring about 1403 sq.ft., super built-up area of Block No. 16 along with a car parking space of the project namely "The Pyramid" to be constructed on a divided and demarcated portion of land comprised in Mouza – Gopalpur, J.L No. 02, Holding No. RGM5/03,</p> <p>BL-1, Narayanpur, Ward No. 05 of Raipur Gopalpur Municipality,</p>	

Kolkata - 136, under P.S. Airport, Sub-registration Office - Rajarhat formerly Bidhannagar, Salt Lake City, Dist- North 24-Pgs. The total agreed consideration money of the said flat was Rs.42,09,000/- only and Rs.3,00,000/-only for car parking space, thus the total consideration amount of Rs.45,09,000/-only. They accordingly made time to time payments as per their demands, total amounting to Rs. 40,04,500/-out of the total agreed consideration amount of Rs.45,09,000/-on different dates during the period 15.05.2017 to 16.04.2018. A part of the aforesaid payments was made by taking loan from Bank against which the complainant had to pay applicable interest.

However, despite making payment of more than 90% of the total agreed consideration money for the said flat, the developer till date has not given any confirmed assurance as to when they would get the said flat. Furthermore, the developer had started the said project about 05-06 years ago, launched massive advertisement for the said project and thus induced people like the complainant to invest or buy a flat in the said project. The said project was to be completed by April, 2019 as per the verbal assurances at the time of booking and possession of the said flat was to be accordingly handed over. However, it is an over lapse of almost 04 years but there is still no sign of completion of the said project. After getting suspicious with abnormally slow development of the said project and therefore upon scrutinizing the total construction activity of the said project site, it was observed by them that the construction activities had stopped altogether and there is no further development to the structure since 2018 and none of the responsible people are accessible for any feedback on the said project or any assurances as to when the project would be completed. The most shocking aspect of their deceitful representation and business model is that they do not have the sanction plan for the project against which they were selling non-existent flats and collecting money. Furthermore they have also issued a Provisional Allotment Letter dated 11.03.2020 against the booking of the said flat irrespective of having neither any sanction plans nor any visible development in the project. They had been regularly following up by both email and personal visit and also over the phone for signature and execution of the agreement and for allotment of the said flat or refund of the advances paid. From time to time, the developer has always given assurances of completion of the said project and subsequent handover of possession, however failed to deliver their commitment every single time. The developer lastly gave such assurance vide email dated 29.07.2020 wherein they had stated that "...we are expecting our final plan for 10<sup>th</sup> floor will be available by mid August'20...After getting the extension plan we will apply for HIRA number for the project and the agreement as per HIRA rule can be executed after that"., but subsequently, again failed on all the assurances given in the said email and the sale agreement was never made and thus, they were only left with a draft Sale Agreement. Thereafter there has been neither any response from the Developer nor

there has been any further development in the said project.

The Complainants also stated that in their Complaint that it is really heart-breaking to state that apart from them, the Developer has duped thousands of other flat buyers of the said incomplete project and for such malpractices, countless legal proceedings are pending all over Kolkata against the said Developer.

**The Complainants pray before the Authority for the following relief(s):-**

1. To complete the said project
2. To handover the said flat
3. To issue the Possession Letter and Completion Certificate
4. To refund the entire amount paid along-with interest if the flat is not handed over.
5. Any other order/orders as the Hon'ble Authority deems fit and proper for the ends of justice.

After hearing the Complainant/ 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:-


Let **Smt. Anasua Ghosh** be included as Joint Complainant in the present Complaint Petition alongwith Shri Subhojit Ghosh, as she is the Joint Allottee and therefore she is a necessary party for adjudication of this matter.

The Complainants are directed to submit their 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.

The Complainants are further directed to provide in a Tabular Form chronologically all the payments made by Complainant specifying date, amount and money receipt number, if any, in the said table in his affidavit.

The Respondent is hereby directed to submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/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 **24.04.2025** for further hearing and order.

  
(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority