

REAL ESTATE REGULATORY AUTHORITY, ASSAM
JAWAHAR NAGAR, NH-37, GUWAHATI-781022
Email id : info@reraassam.org.in PhoneNo. 0361-2962598

Case No	: RERA/ASSAM/COM/2022/38
Name of the Complainant	: SHRI PANKAJ KUMAR DAS
Name of the Respondent	: M/S GREEN GLOBE (RESPONDENT 1) SHRI ARUN BORA (RESPONDENT 2) SMTI MRINALI HAZARIKA (RESPONDENT 3)
For the complainant	: Shri Pronoy Choudhury, Advocate.
For the respondent	: Shri Manoj Kumar Das, Advocate.
Order passed by	: Mr. P.K.BORTHAKUR, CHAIRPERSON, RERA, Assam
Date of Judgement	: 24.02.2026

JUDGEMENT AND ORDER

This case has been taken up on the complaint filed by Pankaj Kr Das.

The complainant entered with an agreement for sale of flat on 05.05.2017 with M/S Green Globe for purchase of flat against consideration of Rs 30,000,00/- (Thirty Lakh). It was provided that the builder shall complete/make ready the building for possession within 24 (Twenty Four) months. The possession of the said premises shall be given by the builder after the said building occupation certificate/construction completion certificate be obtained from the Guwahati Municipal Corporation.

The flat under consideration is described in Schedule B of the said agreement for sale as:

‘In the 2nd Floor of the Building known as **“GREEN GLOBE RESIDENCY”** **standing on the plot of** the described in the Schedule –A and detail as under-

Super Built Up Area	: 1250 sqft. Aprox (3 BHK) Super
Drawing cum Dining Hall	: 1 (one) No.
Bedroom	: 3 (three) nos
Toilet	: 2 (two) Nos’

The Schedule C of the said agreement described the flat as below:

‘All that unit/(3 BHK) on the second Floor, having 1250 sq. ft. (Approx) Super Built Up Area situated in the residential building as described in Schedule B, including 1 (one) Car Parking Space in the parking space) together with the proportionate share in the common parts and portions in the building together with proportionate undivided share in the land compromised in the Scheduled ‘A’ land.’

The complainant has stated that the building has been left in an incomplete stage and the complainant is not able to contact or receive any response from the promoter. He has asked for the following relief in brief in his complaint petition:

- a. To direct the respondent to complete the project and hand over delivery of the unit to the complainant
- b. Appoint any other builder to complete the project and hand over delivery of possession of the complainant flat and alternatively return the money paid to the respondent along with interest.
- c. To pay compensation and damages
- d. Pass any other order as may deemed fit by the Authority.

Notice was issued to the respondents by the notice date 01.11.2022 to submit the reply followed by reminders dated 29.11.2022 & 26.12.2022. On 16.02.2023 the Authority noticed that notice has not been received by the respondent after three attempts. On 15.03.2023 the Authority noted in the order that notice served upon legal counsel Shri Manoj Kr Das on behalf of the promoter. The respondent Shri Arun Bora also appeared before the Authority along with Ld. Advocate M.K. Das on 19.04.2023.

The respondent Shri Arun Bora submitted a petition dated 24.05.2023 stating that ‘one settlement talk is going on and most of the purchasers extends their willingness to resolve the problems for the progress and completion of the construction project work’. ‘As per discussion it is decided the work shall be completed by forming an united Registered Committee and where the builder/respondent take the all initiative and with trust of all purchasers and the land owner and their surveillance the

construction work will be restarted and it is mentioned herein that all the monetary transaction shall not handle individually and same shall be operate through a joint account'. He also expressed regrets for not completion of the constructed project work in time. Further, Shri Arun Bora also listed the names of 10 persons as purchasers including the name of Utpal Kumar Bora (Land Lord) and Pankaj Kumar Das, the present complainant.

On 24.05.2023 the Authority passed an order after hearing Ld. counsel for both the parties that promoter to convene meeting with all allottees within 1 (one) week and apprise Authority of further development.

The Authority passed an order on 14.06.2023 asking the respondent to submit affidavit regarding six different points, failure to which led to issue of a show cause notice dated 28.07.2023.

After issue of several notices, the promoter Shri Arun Bora submitted an affidavit dated 15.09.2023 on behalf of respondent 1, 2 & 3. In the said affidavit the Respondent listed 7 (seven) numbers of purchasers which included in the present complainant Shri Pankaj Kumar Das. He further stated that the Deed of Agreement for Sale of flat executed with all the 7 (seven) purchasers. He also further stated that "due to some inconvenience presently your respondent is not able to submit the actual fund collected from the allottee as all relevant documents are in their respective hand and accordingly the actual expenditure incurred for the construction is not able to submitted with supporting documents and your respondent is trying to collect the all relevant documents and submitted before the Hon'ble this Tribunal in latter course of time".

Further, he also submitted a petition dated 15.09.2023 stating settlement of case going on and most of the purchasers extends their willingness to resolve the problem for the progress and completion of the construction project work.

Shri Pankaj Kr Das the complainant submitted an affidavit on 16.10.2023 and reply of the WS submitted by respondent on 16.10.2023.

On 25.04.2024 the Authority inter alia passed the following order:

“it is further observed that that this project has not been registered before RERA yet. A show cause notice was issued on 03.11.2022 on the matter. It appears that in the said suo-motu case the respondent has submitted a written explanation. The sum and substance of the said written explanation is that the respondent is in bankrupt condition, mostly after COVID-19 pandemic and is suffering from acute financial hardship and came to shut down his business. He also stated that he has approached the purchaser to come and join hand to form as association to develop the project and most of the purchaser have extended their willingness to form an association. Shri Pankaj Kr Das, the complainant stated that some discussion took place with the allottees initially after some time there has been no further development on the matter.”

The Authority on 14.05.2024 referred the matter to AREIDA a registered SRO to take up with the promoter and the allottees and find out some ways so that the project is taken into completion.

On 22.10.2024 the Authority passed the following order-*“considering the facts and circumstances of the project, the matter was referred to AREIDA for some resolution of the vexed issues. Today, Mr. P.K. Sharma has stated that inspite of their best efforts, AREIDA is not able to contact the promoter nor it is able to gather all the allottees of the project to discuss different issues to take forward the matter. As per request of this Authority, the Ld. Advocates representing Shri Pankaj Kumar Das and Shri Kumarjyoti Das and Mr . P.K. Sharma discussed the matter at length and they have come to the opinion that the matter needed to be sorted out between the promoter and getting together all the allottees, if the project is to be revived and completed. They are advised to take necessary action on the matter accordingly”.*

The following part of the Authority's order dated 21.01.2025 is noted below.

"The Authority tried to resolve the issue of completion of the project by involving the good offices of AREIDA also. In the affidavit filed by the respondent dated 15.06.2023 also the respondent indicated that 'it is decided the work shall be completed by forming and united committee and where the builder/respondent take all imitative and with trust of all purchaser and landowner and the surveillance the construction work will be restarted and it is mentioned herein that all the monetary transaction shall not handle individually and same shall be operate through a joint account'.

However, no actual initiative worth the while have taken place between the allottees and the promoter to restart the work of the project and complete it.

Today the Ld. Advocate for the complainant has submitted that they have lost hope of getting the flat in this project completed by the respondent company and they desire that the amount of the money given to the respondent as advance along with applicable interest may be given back in short period of time.

The complainant is directed to submit a certificate by a chartered accountant certifying the amount paid by the complainant to the respondent for the flat under consideration. The complainant is also asked to find out SBI Marginal Cost of lending Rate in the relevant period and calculate the interest due to him as per sec 17 of the Assam Real Estate 9Regulation & Development) Rules, 2017.

The Ld. Advocates for the respondent has stated that the present crisis for the project has arisen due to financial issues faced by the respondent. However, he is now trying to sell some of his properties and get some finance to complete the project with co-operation from the allottees."

Shri Arun Bora submitted written statement dated 03.02.2025. In the said written statement, the respondent has admitted to the agreement for sale entered to with the complainant for a 1200 square feet super builtup area flat. He has stated that one of the landowner is illegally occupying the

ongoing constructed building and presently landowner and his family residing there only and with few numbers of his tenants and the said landowner restrained the respondent no 1 (one) and resist builder for further construction. This stand taken by the respondent Shri Arun Bora is however contrary to his submission made in respect of the suo-moto case, as reflected in Authority's order dated 25.04.2024 where he claimed that he is in a bankrupt condition and came to shut down his business.

Pankaj Kr Das the complainant submitted an affidavit dated 07.04.2025 supported by certificate from Chartered Accountant by M/S Selja Agarwal & Associates showing that an amount of Rs 22,26,000/- (Rupees Twenty two Lakh and twenty Six thousand) was paid to the promoter by the complainant w.ef. 27.07.2016 to 30.03.2019. The complainant has also submitted another certificate from chartered accountant M/S M/S Selja Agarwal & Associates dated 25.08.2025 showing the interest amount due on the deposited instalments paid as Rs. 19,19,387.59/- upto 09.04.2025. The said demands of principal amount and interest amount has not been disputed by the respondent.

Considering overall facts and circumstance of the case and submission made by the complainant and the respondents and certificates of chartered accountant submitted by the complainant and the sequence of events as described herein before and in consonance with the provisions of section 19(4) of the Real Estate (Regulation & Development) Act, 2016 the following direction is issued;

1. The respondent no 2, Shri Arun Bora, promoter of the project is directed to return the principal amount Rs 22,26,000/- (Twenty two lakh and twenty-six thousand) along with interest amount Rs. 19,19,387.59/- (Rupees Nineteen lakh nineteen thousand three hundred eighty-seven point five nine) to the complainant within a period of 2 (two) months from the issue of this order.
2. As for amount of compensation claimed by the complainant the matter being under the purview of Adjudicating Officer, RERA, the complainant may file separate petitions before the Adjudicating Officer, if so desired.

The case is disposed off accordingly.

Sd/-

(P.K. Borthakur)
Chairman

Memo No: RERA/ASSAM/COM/2022/38/

Dated.24.02.2026

Copy for information and necessary action as per order to:

1. Shri Pankaj Kumar Das, S/O- Late Amulya Mohan Das, H.No-234/4, R.G. Baruah Road, Near Shanti Path, PS- Geetangar, PO. - Zoo Road, Guwahati-781024.
2. Shri Arun Bora, Partner of M/S Green Globe, Kirtanghar Path, Ambikagiri Nagar, Zoo Road, Guwahati – 24.
3. Smti Mrinali Hazarika, Partner of M/S Green Globe, Kirtanghar Path, Ambikagiri Nagar, Zoo Road, Guwahati – 24.
4. Website i/c to upload the order.
5. Office Copy.

Registrar
Real Estate Regulatory Authority
Assam, Guwahati-22