

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

Complaint No. WBRERA/COM000883

Tirupati Carrier Limited Complainant No.1

Kaushal Kumar Jha..... Complainant No.2

Vs

Srinjan Dhar and Suvra Dhar.....Respondents

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 30.07.2024	<p>Mr. Kaushal Kumar Jha, being the Authorized Signatory of the Complainant Promoter Company and Advocate Mr. Soupayan Sinha Roy (Mobile – 9163626159 and email - soupayan@skbassociates.in) is present in the online hearing on behalf of the Complainant filing hazira and vakalatnama through email.</p> <p>Respondent is absent despite due service of hearing notice to the Respondent through speed post and also by 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 Complainant Company being Tirupati Carrier Limited, was developing a building complex namely 'Topaz – Gems City'. The Respondents herein had approached the Complainant Company to purchase a bungalow namely TB-49. The payments of the consideration amount of the bungalow and the other charges were divided into installments as per the payment scheduled provided in the Allotment letter dated 22.11.2018 and Agreement for sale without possession dated 15th July' 2020.</p> <p>That in spite of there being explicitly mentioned on the demand letters that the payments need to be made within 21 days, the Respondent-Allottees made significant delay in making payment causing the complaint company to incur loss and /or damages. However, on assurance made by the Allottees to make timely payment of the consideration amount, an Agreement for Sale without possession dated 15th July, 2020 was executed and registered by and between the allottees and the Complainant Company.</p> <p>It is pertinent to mentioned that even after executing the agreement the allottees failed and/or neglected to make payments in accordance with the payment schedule mentioned in the agreement for sale without possession. That there was significant delay in making payments by the Allottees.</p> <p>That the payments made by the Respondents were not in terms of the payments scheduled provided in the allotment letter and/or the Agreement which was duly signed and acknowledged by the Allottees, any and/or all payments</p>	

towards the consideration was either in deficient of the amount given in the Demand Letters issued by the Complainant Company or were delayed. The Complainant Company in lieu of such delay made by the Respondents had asked to pay an amount, which was the interest accrued for non-payments and/or delayed payments till date, of the consideration amount with regards to bungalow TB-49, which the buyer had booked (as mentioned in the agreement for sale without possession dated 15th July, 2020). The Respondents herein are in breach of the terms and conditions as laid down in the agreement.

For the above mentioned facts and circumstances the Complaint Company is entitled to cancel the Allotment of the Allottees, with regard to bungalow no TB-49. and / or any other relief as this Learned Authority deem fit and in the interest of justice.

The Complainant prays before the Authority for the following relief(s):-

Cancellation of the Allotment of bungalow no. TB-49, in the name of the Allottee.

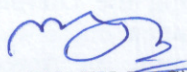
After hearing both the parties, the Authority is pleased to admit this matter for further hearing and order as per the provisions contained in Section 31 of the Real Estate (Regulation and Development) Act, 2016 read with Rule 36 of the West Bengal Real Estate (Regulation and Development) Rules, 2021 and give the following directions:-

Let **Tirupati Carrier Limited** be included as **Complainant no.1** as it is the necessary party in this matter and **Mr. Kaushal Kumar Jha** be referred as **Complainant no.2** henceforth in this matter.

The Complainant is directed to submit his 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 soft copies, within **21 (twenty-one)** days from the date of receipt of this order of the Authority by email.

The Respondent is hereby directed to submit his 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 **21 (twenty-one)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **19.11.2024** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority