

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

Complaint No. WBRERA/COM000907

Ambuja Housing and Urban Infrastructure Co. Ltd Complainants

Vs

Santosh Kumar Purohit.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 11.07.2024	<p>Ms. Moumita Kundu, Sr. Manager Legal (Mob. No. 9903844131 & email Id: moumita.kundu@ambujaneotia.com) is present in the physical hearing on behalf of the Complainants filing Authorization and signed the attendance sheet.</p> <p>Advocates Ms. Saberi Saha (Email Id: citadellawsolutions1@gmail.com, saberisaha7@gmail.com & Mob. No.7003799359) & Mr. Akash Munshi are present in the physical hearing on behalf of the Respondent-Allottee filing vakalatnama and signed the Attendance Sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complaint Petition, the fact of the case is that:-</p> <ol style="list-style-type: none">1. The Respondent-Allottee applied for allotment of residential apartment, being Apartment No. URV0211G, having carpet area of 1018 sq.ft., alongwith an exclusive balcony area of 116 sq.ft. on the 11th floor, of block no. B (Dwitiya), Type G of the project name 'Urvisha the Condoville' of the Complainant alongwith one covered car parking on basement level.2. By virtue of an allotment letter dated 20.04.2022, the Respondent was allotted the Apartment.3. Pursuant to the allotment and upon receiving the Booking Amount of Rs.13,98,272/-, an Agreement for Assignment dated 7th September, 2022 was duly executed by the parties and registered.4. The Respondent failed and neglected to pay 4 (four) nos. of consecutive invoices/demands notices raised by the Complainant in terms of the payment plan of the Agreement for Assignment amounting to a total of Rs.55,93,088/-.5. The Respondent, therefore, was in clear default in terms of clause	

9.3(ii) of the Agreement for Assignment.

6. Ultimately, the Complainant issued a letter of termination of the Agreement for Assignment to the Respondent with 30 days clear notice in terms of clause 9.3(ii) of the Agreement for Assignment.
7. Since the Respondent neither replied to the letter nor paid the dues within the notice period, the Agreement for Assignment stood terminated, and the allotment was cancelled.
8. Amount liable to be forfeited by the Complainant against cancellation due to default of the Respondent is Rs.20,78,828/-including interest and applicable statutory taxes in terms of the Agreement for Assignment.

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

- i) To record the allotment of Unit No. URV0211G as cancelled before the Authority;
- ii) To confirm forfeiture by the Complainant of an amount of Rs.20,76,828/-only.
- iii) To allow the Complainant sign, execute and register a unilateral Deed of Cancellation in respect of the registered AFS since it is a legal requirement that a registered agreement can be cancelled only by a registered deed of cancellation;
- iv) To direct the concerned Registrar to register unilaterally the Deed of Cancellation in respect of the Apartment;
- v) To permit the Complainant re-allot the Apartment to any prospective allottee;
- vi) To pass such other orders as the Authority may deem fit and proper in the interest of justice.

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 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.


The **Respondent-Allottee** 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 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.

The Complainant is at liberty to file Reply/Rejoinder on a Notarized Affidavit, to the Written Response of the Respondent-Allottee, if any, and send the Affidavit (in original) to the Authority, serving a copy of the same to the Respondent-Allottee, within **07 (seven) days** from the date of receipt of the Affidavit of the Respondent-Allottee.

Inspite of the above directions, both the parties are directed to take initiative and try for an amicable settlement of the issues between them by mutual discussions 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 (in original) to the Authority before the next date of hearing and in that case there is no need of submitting separate Affidavit(s) by the Complainant and the Respondent, as per the directions given above.

Fix **14.11.2024** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority