

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

Complaint No.WBRERA/COM000593

Mrs. Pinky Choubey & Mr. Manindra Kumar ChoubeyComplainants

Vs

Ankur Nirman Private Limited..... Respondent

| Sl. Number and date of order | Order and signature of Authority | Note of action taken on order |
|------------------------------|--|-------------------------------|
| 01 ----- 19.01.2024 | <p>Advocate Chandrachur Chatterjee (Mob. No. 7908760905 & email Id – chandrachurchatterjee4@gmail.com) is present on behalf of the Complainant filing hazira through email. He is directed to send his vakalatnama through email to the Authority immediately after today's hearing.</p> <p>Respondent is absent despite due service of hearing notice through speed post and also by email.</p> <p>Let 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 Complainants they have entered into an agreement for sale for purchase of a 3BHK flat in January 2021 and was promised that possession will be given within a year. In June 2022, Complainants have changed their mind and approached the Respondent-Promoter to change the booking of flat to a 4BHK flat instead of 3BHK and new Agreement was executed on 20th June 2022. Previous Agreement was cancelled at the instance of both the parties. Respondent assured the Complainants that the payment already made would be adjusted and additional loan as required</p> | |

would be arranged. Complainants had earlier taken loan from LIC HFL for 40.00 lakhs (on condition that 10.00 lakhs will be disbursed on the date of registration of the said apartment). Now on revised agreement promoter referred Complainants to Bank of Baroda for loan from the said bank. Loan was sanctioned on the precondition that loan disbursed by LIC HFL has to be cleared and a NOC has to be given. Promoter issued a declaration letter to Bank of Baroda, undertaking to pay the amount to close the loan on account of LIC HFL. Bank of Baroda issued a demand draft in favour of **“Ankur Nirman Pvt. Ltd.”** dated 26.12.2022 for the sanctioned amount, also assured the complainants that they would pay outstanding amount with LIC HFL and received the sanctioned amount from Bank of Baroda. Based on the undertaking provided by the Respondent, Complainants approached him to clear the outstanding of LIC HFL, as now he has to make interest payment in both of the bank for the same amount. Finding no other alternative the Complainants started paying the instalments for both of the loans, one for Rs.28,272/-for LIC HFL and Rs.44,820/-for Bank of Baroda without any fault on their part. Respondent never raised any demand in favour of the Complainants for payment of money. Suddenly on 07.08.2023, the promoter issued a letter to the Complainant asking and requiring them to pay the balance amount alongwith interest to them stating that they have completed the project. Complainants approached the promoter for getting the NOC from LIC HFC and get the sanctioned amount from Bank of Baroda which is approximately Rs.20.00 lakhs higher than the outstanding due with LIC HFL. If exercised, dues of the promoter would have been cleared. Also Complainants were aware of the fact that the project is not complete, occupancy certificate or completion certificate has not been issued by the competent authority. On 14th August, 2018, Complainant received another letter from Promoter cancelling his booking, they were shocked and astonished on the conduct of the Respondent. Complainants are having a sanctioned loan amount with banker's cheque in favour of the promoter and with no fault of them the booking is being cancelled. Also NOC for fire clearance has not been received. Complaint under section 4 of the RERA Act, 2016 is being filled as promoter has not completed the project on time as mentioned in WBHIRA registration certificate on 30th September, 2022 and has wrongfully cancelled the booking.

In the Complaint Petition, the Complainants pray for the following reliefs:-

- a) A direction upon the Respondent to cancel the letter dated 14.07.2023 wherein he has cancelled the booking for the said apartment.
- b) A direction upon the Respondent to hand over possession of the said 4BHK apartment being Apartment A, 9th Floor, Tower-1 in favour of the Complainants.
- c) Compensation for delayed completion of the said project as per RERA Act.
- d) Cost of the proceeding.
- e) Any other relief and/or reliefs the Complainant may be found entitled to under law and equity.

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 Complainants are directed to submit their total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested 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 **15 (fifteen)** days from today.

The Respondent is hereby directed to submit his Written Response

on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainants, 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 Complainants, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainants either by post or by email whichever is earlier.

Respondent shall not alienate by any manner to any other person the flat booked by the Complainant bearing no. 9A on the 9th floor in Tower – 1 in the project name '**Ankur Sukriti**' till the disposal of this Complaint Petition or till further order, whichever is earlier.

Respondents is hereby directed to submit positively the Written Response within the time mentioned above, failing which, no more chance or time shall be given by the Authority for the ends of speedy disposal of justice, as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016; and

Respondent is further directed to remain present positively on the next date of hearing, failing which, the Authority shall have no other option but to proceed with ex-parte hearing and disposal of this matter.

Fix **27.03.2024** for further hearing and order.

Sd/-
(SANDIPAN MUKHERJEE)
Chairperson
West Bengal Real Estate Regulatory Authority

Sd/-
(BHOLANATH DAS)
Member
West Bengal Real Estate Regulatory Authority

Certified to be true copy

Sde
19.01.2024