

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

Complaint No. WBRERA/COM000755

Bengal Ambuja Housing Development Ltd..... Complainant

Vs

Sandip Saha & Debadip Bandyopadhyay..... Respondents

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 08.04.2024	<p>Mr. Rakesh Ranjan, AVP Legal (Mob. No. 9903192002 & email Id: rakesh1.ranjan@ambujaneotia.com) of the Complainant Promoter Company is present in the physical hearing on behalf of the Complainant and signed the Attendance Sheet.</p> <p>Respondent-Allottee is absent in the physical hearing today despite due service of hearing notice to the Respondent through speed post and also through email.</p> <p>Let the track record of the due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complainant,-</p> <ol style="list-style-type: none">1. The Respondent applied for allotment of office space, being Unit No. ESBT5B0911, having carpet area 626 sq.ft. on the 9th floor of Tower/Building No. 5B of the 'Ecospace Busines Towers' alongwith 1 (one) covered car parking space.2. By virtue of an allotment letter dated 14.08.2022, the Respondent was allotted the office space.3. Pursuant to the allotment and upon receiving the Booking amount of Rs.5,39,847/-,an Agreement for Sale dated 31st January, 2023 was duly executed by the parties and registered.4. The Respondent failed and neglected to pay 4 nos. of consecutive invoices/demands notices raised by the Complainant in terms of	

the payment plan of the Agreement for Sale.

5. The Respondent, therefore, was in clear default in terms of clause 9.3 (ii) of Agreement for Sale.
6. Ultimately, the Complainant issued a letter of termination of the Agreement for Sale to the Respondent will 30 days clear notice in terms of clause 9.3(ii) of the Agreement for Sale.
7. Since the Respondent neither replied to the letter nor paid the dues within the notice period, the Agreement for Sale stood terminated, and the allotment was cancelled.
8. Total amount of dues is Rs.23,16,628/-with interest in terms of the Agreement for Sale.

In this Complaint Petition, the Complainant-Promoter Company prays before the Authority for the following reliefs:-

- (i) To record the allotment of Unit No. ESBT5B0911 as cancelled before the Authority;
- (ii) To issue direction upon the Respondent to pay the amount of shortfall i.e. Rs.3,74,081/-;
- (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 a registered deed of cancellation;
- (iv) To direct the concerned Registrar to register unilaterally the Deed of Cancellation in respect of the Said Office.
- (v) To permit the Complainant re-allot the said office 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 the Complainant i.e. Promoter Company, 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 his 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 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 **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **04.06.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority