

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

Complaint No.WBRERA/COM001572

Epoch Greenfield Parks Dev Ltd..... Complainant
Vs.

Ms.Anuja Agarwal &Ms.NehaJalan..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 18.02.2026	<p>Complainant is represented by Mr. Rakesh Ranjanin the hearing through online mode filing hazira through email and TanushreeDey appeared on behalf of the Complainant through online mode. She is directed to send her hazira and authorization immediately after today's hearing.</p> <p>RespondentMs. Anuja Agarwal is present the hearing through online mode. she is directed to file hishazira immediately after todays hearing through email.</p> <p>Heard both the parties in detail.</p> <p>The Respondent applied for allotment of villa, being Villa No, VAE03-Eden/V3, with a dedicated land area on 114.59 square Meter (equivalent to 1233.45 Square Feet) (Equivalent to 2.83 Decimal) of land area in R.S./L.R. Dag No.777, recorded in L.R. Khaitan No.370), Sheet No.2, Mouza: Jharmatiali, J.L. NO. 92, block: kranti (formerly, Mal), Police Station: Malbazar, Post Office: Malbazar , District: Jalpaiguri, Pin: 735219, West Bengal and having total Built-up Area of 82.88 Square Meter (Equivalent to 892 Square Feet) (i.e. 56.29 Square Meter/ 606 Square-Foot on the Ground Floor and 26.59 Square meter/286 square feet on the 1st Floor) and Carpet area of 60.21 square meter (equivalent to 648 square feet (i.e. 43.72 Square Meter /471 Square Feet on the Ground Floor and 16.49 Square meter/177 square feet on the 1st Floor), TYPE EDEN-E03, of the Vanya Awas- Villas Phase- I.By virtue of an allotment letter dated 24.11.2022, the Respondent was allotted the Villa.Pursuant to the allotment and upon receiving the Booking Amount of Rs. 4,20,000/- an Agreement for sale dated 20.09.2023 was duly executed by the parties and registered.The Respondent has failed and neglected to make payment, either in part or in full, of 5 (five) invoices raised by the Complainant from time to time in terms of the Agreement for sale , thereby accumulating an outstanding sum of Rs. 29,42,510/-. The Respondent, therefore , was in clear default in terms of clause 9.3(ii) of the Agreement for sale.Ultimately, the Complainant issued a letter of termination of the Agreement for sale to the Respondent with 30 days clear notices in terms of clause 9.3(ii) of the Agreement for sale.Since the</p>	

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. The Complainant, on termination of the Agreement for sale, is entitled to forfeit (i) Rs. 4,00,000/- [Booking Amount (excluding the amount of G.S.T., thereon)], (ii) Rs. 72,000 (G.S.T. Payable on booking amount due to cancellation), (iii) Rs. 3,30,936/- (interest accrued in terms of 9.3 (ii) of the Agreement for sale read with Rule 17 of the WBREDA Rules, 2021) and (iv) Rs. 2,35,350/- (Non-Recoverable GST which is paid to the Authority on the invoices). Accordingly, the Complainant is entitled to forfeit/recover an amount of Rs. 10,38,286/- from the Respondent out of Rs. 19,99,840/- received from the Respondent till date.

Complainant prayed for the following reliefs :

(i) To record the allotment of Villa No, VAE03-Eden/v3 as cancelled before the Authority;

(ii) To confirm forfeiture by the Complainant of an amount of Rs. 10,38,286/- (Rupees Ten Lakh Thirty Eight Thousand Two Hundred Eighty Six Only).

(iii) To allow the Complainant to 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 Villa.

Respondent submitted that due to financial constraints they could not timely make the payment as per the payment schedule as agreed with the Complainant through agreement for sale between the parties and Respondent have sent a mail to the Complainant informing them of the same and sought for further time to make payments. Further the respondent has made payments on three different occasions after receipt of the confirmation of cancellation from the complainant though this is reflected to the account of another flat booked by them in the same project.

After hearing the Complainant, 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 the Complaint Petition on a Notarized Affidavit annexing therewith notary attested /self-attested supporting documents and a signed copy of the Complaint Petition in 'M' Form 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 **2 (two) weeks** 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 **2 (two) weeks** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

The next date of hearing is **6 (six)weeks** from date.



(JAYANTA KR. BASU)

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