

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

Complaint No.WBRERA/COM (PHYSICAL) 000165

Mrs. Sukla Chakraborty..... Complainant

Vs

SAS Construction..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 20.09.2024	Complainant Mrs. Sukla Chakraborty (Mob. No.& email Id:) alongwith her husband are present in the physical hearing and signed the Attendance Sheet. Respondent is absent in the physical hearing despite due service of hearing notice to the Respondent through speed post and also by email. Let the track record of due service of hearing notice to the Respondent be kept on record. Heard the Complainant in detail. As per the Complaint Petition the fact of case is that – One Development Agreement containing 39 pages dated 06.12.2019 had been Registered in the office of Sub Registrar under district of South 24 Pgs at Alipore Kolkata – 700 027, documented in book no. I Volume no. 1602-2019, in page no from 342987 to 343041 by being no 160209515 for the year of 2019 and subsequently a supplementary agreement had been executed on 03.12.2001 to revise the date of completion as 4th January 2023 considering the epidemic period of covid. A. There are 35 clauses with 10 schedules from schedule A to Schedule J, wherein it has been mentioned in serial no 12 documented in page no.14 of the aforesaid agreement that bearing all expenditures to complete all construction works in habitable condition including installation of lift for 4 passengers which shall be financed entirely by the developer itself. Schedule C as mentioned in page no 3 is meant for scope of responsibility to be performed by the developer, financing by the developer itself, to complete the newly constructed building in accordance with terms and condition of the aforesaid registered development Agreement elaborating all activities from last paragraph of page no. 22 to page no. 26 to serial no. 8. B. It has been clearly mentioned in sub serial no. xii) of serial no. 3 of the schedule C, documented in last paragraph of page no. 25 documented in sub serial no i) of serial no. 6, that installation of Centralized meter/main meter/ Mother Meter and connection with lines of WBSDCL including all external electrification works to	

ensure supply of electricity in all flats under the allocation of the owner is the scope of electrification works of the developer which includes providing of one sub meter in any one flat as per choice under the allocation of owner to record the consumption of electricity by the owner. Evidently compliance of the activities as elaborated in above is the legal obligation of the developer and reversely for non compliance of the same, the developer is legally prosecutable.

- C. The Developer sold all 3 flats for a value of Rs.92.00 lacs in 1st floor out of 5 flats under its allocation with one car parking space for a value of Rs.4.00 lacs before obtaining revised sanction plan to be approved by Rajpur Sonarpur Municipal Authority. The company violated the provision of existing sanction plan by alteration and modification of the same without obtaining any approval of the municipal authority. Further to this, the developer sold the end of July or in the beginning of August 2023 after the expiry of Mrs. Hiran Ghosal mother of the Complainant on 18.01.2023 and eventually the agreement as had been executed including Power of Attorney had been issued by the late Hiran Ghosal during her lifetime stands cancelled w.e.f. 18.01.2023 and developer had been intimated accordingly and the Complaint namely Sukla Chakraborty has become the singular owner of the property based on the certification by the competent authority coupled with approval by the Judicial Magistrate on the matter of aforesaid certification by an affidavit.

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

Directive by the Regulatory Authority to the Respondent-Developer for completion of the balance activities indicated in explicitly in above regarding installation of mother including commissioning of lift in accordance with building rules subject to satisfaction and approval of the Municipal Authority.

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

Approval of notification by the Complaint for revocation of the power of attorney issued to the developer namely SAS Construction in the event of death of Mrs. Hiran Ghosal on 18.01.2024 who issued the power of attorney for development of her property and cancellation of the original development agreement with immediate effect.

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 her total submission regarding this 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 scan 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 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.

In spite of the above directions, both the parties are at liberty 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 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 Complainant and Respondent, as per the directions given above.

Fix **18.06.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority