

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

Complaint No. WBRERA/COM000636

Ranajit Mukherjee ..... Complainant

Vs

Sima Mallick..... Respondent No.1

Raja Mallick..... Respondent No.2

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 21.11.2024	<p>Advocate Mr. Debabrata Acharyya (Mob. No. 9830349659 &amp; email Id: debabrata.ach55@gmail.com) is present in the physical hearing on behalf of the Complainant filing Authorization and signed the Attendance Sheet. He is directed to send his Vakalatnama to the Authority through email / by hand / by post immediately after today's hearing.</p> <p>Respondent is absent in the physical hearing today despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the 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 Complaint petition - a) On 10<sup>th</sup> March, 1980 the Complainant Sri. Ranajit Mukherjee became the Sole Owner of his two storeyed ancestral house standing on 4 Cottahs of land, being Premised No. 261A, Kalighat Road P.O. and P.S.- Kalighat, Kolkata - 700 026 on the basis of his deceased father Ram Chandra Mukherjee's registered last Will and Testament dated 28.04.1972 upon payment of Estate Duty and probate Duty on 27<sup>th</sup> July, 1981, in Act, 39 Case 249 of 1980 of the Court of the Learned District Delegate, Alipore.</p> <p>b) Since then this Complainant has been possessing the said house through his four monthly tenant and a covered motor car garage. The said house was also being used for the marriage purpose, Annoprasan, Upanayanas and Sradh ceremonies of the local people on payment of nominal charges, which was utilized for payment of electric bills, Corporation Taxes and maintenance of the said house.</p> <p>c) The Complainant now a super senior citizen of about 82 years has been suffering many old age ailments such as C.O.P.D and high blood pressure.</p> <p>d) On 21.09.2015 a Deed of Development Agreement has been executed by</p>	

this Complainant and the Respondent Nos. 1, 2 and 3 describing the latter as the Developer. The said agreement was duly registered on 22.09.2015 a Deed of Development agreement had been executed by this Complainant and the Respondent Nos. 1 and 2 describing the latter as the Developer. The said Agreement was duly registered on 22<sup>nd</sup> September, 2015, in respect of Premises No. 261A, Kalighat Road, P.O. and P.S. Kalighat, Kolkata - 700 026.

e) According to the said Deed of Development Agreement, the owner's allocation is (i) the entire ground floor flat, (ii) the entire 4<sup>th</sup> floor flat and (iii) the Southern portion of the 3<sup>rd</sup> floor flat, being 50% of the total F.A.R.

f) The Respondent-Developer agreed in the said Agreement that the construction of the proposed building would be (i) strictly in accordance with the sanctioned building plan of the Kolkata Municipal Corporation and that (ii) the Developer would hand over and deliver physically the owner's allocation to his first, after completion of the construction of the proposed building, in fully human habitable condition, prior to handing over other portion of the said building to the intending purchasers.

g) In January 27<sup>th</sup>, 2016, A.D, the Kolkata Municipal Corporation had sanctioned the proposed Building Plan for construction of the proposed building over the aforesaid land of the Owner/Complainant Sri. Ranajit Mukherjee.

h) This Complainant asserts that the developer-respondents had not fulfilled their part of the Agreement. Hence this Complaint has been filed by the Complainant Ranajit Mukherjee.

**In this Complaint Petition, the Complainant prays before the Authority for the following relief(s):-**

- i. Direction upon the Promoter - Developer Smt. Sima Mallick and her registered constituted Attorney, Sri. Raja Mallick to hand over without any delay 50% of the FAR / Flats (which are duly sanctioned by Kolkata Municipal Corporation) as allocated to the Land owner/complainant; and
- ii. Direction upon the respondent No. 1 and 2 to take steps without any delay to remove all the occupiers of the flats of the building of premises no. 261A, Kalighat Road, Kolkata -700 026; and
- iii. Direction upon the respondents no 1 and 2 to compensate the complainant-landowner by giving an amount of Rs.2 crores alongwith the rate of interest prevailing in the Govt. Bank from the date of Execution of the first Agreement dated 21.09.2015 till the payment is made; and
- iv. Any other and/ or further order or orders, and / or direction or directions as the Authority may deem fit and proper.

The Complainant is directed to submit their total submission regarding this 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 through email.


Complainant is also directed to submit in his Affidavit all the addresses, contact detail, emails, contact numbers of the Office Address and Residential Address of the Respondents in his Affidavit.

The Respondent is hereby directed to submit their 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.

If the Respondent remain absent on the next date or fails to submit Affidavit within the stipulated time period, as mentioned above, the Authority may proceed with ex-parte hearing and disposal of this matter on the next date of hearing.

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 **11.03.2025** for further hearing and order.

  
(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority