

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/COM 001388

Sanjay Agarwal ..... Complainant

Vs

Samasth Infotainment Private Limited ..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
02 27.02.2026	<p>Complainant Mr. Sanjay Agarwal along with Ld' Advocate Moumita Dutta is present in today's hearing through online mode. The Advocate of the Complainant is directed to send hazira and vakalatnama immediately after today's hearing through email.</p> <p>Legal Executive, Ms. Laxmi Biswas (Mobile No:- 9818665867 and Email Id: <a href="mailto:laxmi.biswas@simoco.net">laxmi.biswas@simoco.net</a>) is present in the online hearing on behalf of the Respondent Company by filing Hazira through email. She is directed to send her authorization immediately after today's hearing through email.</p> <p>The Ld' Advocate for complainant submitted that in the year 2016, the opposite parties came up with a lucrative public advertisement, thereby offering to sell residential apartments under the name and style of "Sanhita Precinct 9", situated at Satuli, Ps- Kashipur, Mouza Satuli, Block- Bhangar, under Bhagwanpur Gram Panchayat, Dist- South 24 Parganas. The said project was registered under the provisions of the WBHIRA Act, 2016 (now known as WBRERA Act). The respondent made advertisement for interested persons to purchase residential properties in their project with a promise to complete the construction of the residential apartment and give possession within 36 months of executing and registering the Sale agreement. The complainants, Sanjay Agarwal, son of Om Prakash Agarwal and Roshni Agarwal, wife of Sanjay Agarwal, both residents of 28 Hut Lane, Howrah- 711101 upon believing the assurance, given by the promoter to complete the construction of the residential apartment and give possession thereof within 36 months of signing the sale agreement, accepted the offer of the promoter. The complainants had applied for purchase of a Residential Apartment having super built-up area of approximately 734 Square Feet, consisting of 2-bedrooms, 1 living/ dining room. 1 kitchen, 2 toilets, 1 verandah, in the above project for a price of Rs. 16,63,890/- (Rupees Sixteen Lakhs Sixty-Three Thousand Eight Hundred Ninety only) for the said residential flat and corpus deposit of Rs. 25,000/- (Rupees Twenty-Five Thousand only) as total consideration (the sale consideration is inclusive of basic price but exclusive of any taxes including service tax which may be levied by the appropriate authority).</p> <p>That pursuant to the said application (Application No. 701088) the complainants had paid a sum of Rs. 1,73,876/- (Rupees One Lakh Seventy Three</p>	

Thousand Eight Hundred Seventy Six only) towards application and allotment money and/or earnest money to the opposite parties nos. 1 to 8 whereof the said opposite parties by a letter dated 11th November, 2016 confirmed the allotment of Flat No. 5A, Floor No. 5th, in building No. 2811 (Precinct No. 09) against complainants booking of 2BHK Flat/Unit in the said complex. That thereafter, the company, through the pen of the authorized signatory of the opposite parties nos. 1 to 8 entered in an Agreement for Sale dated 14.11.2016 with the complainants wherein the opposite parties nos. 1 to 8 had agreed to sell and transfer the allotted apartment that is Flat No. SA, Floor No. 5th, in building No. 2811 (Precinct No. 09) having super built-up area of 734 Square-Feet, under the name and style 'Sanhita Precinct 9', situated at Satuli, P.S. Kashipur, under Bhagwanpur Gram Panchayat, District South 24 Parganas. Complainants applied for house building loan from the Bank, without verifying the stage of construction, unethically went on paying directly to the opposite parties no. 1 to 8, as per the demands received, which were in clear violation of the Reserve Bank of India advisory which was published vide a circular dated 03/09/2013 as well as the Bank's loan disbursement policy as stated in the terms & conditions of the Loan Sanction Letter and the bank's website. That the complainant upon finding that there was no progress being made in the construction of the said proposed complex i.e. 'Sanhita Precinct 9', visited the office of the respondent and after repeated persuasion the complainants fairly estimated the situation and upon discussion with the representatives of the respondent, ultimately after resigning to the fate, the complainant by an email dated 16.01.2021 requested for cancellation of the said allotment and initiation of refund process. That the respondent by a letter dated 20.01.2021 replied to the complainants and assured refund of the payments received from the complainants.

The Ld' Advocate for complainant prays before the Authority for the following reliefs:-

1. An order may be passed by the Learned Commission directing opposite party to refund the earnest money amounting to Rs.21,16,675/- (Rupees Twenty One Lakhs Sixteen Thousand Six Hundred Seventy Five Only) along with interest till realization to the complainant herein.
2. An order may be passed directing the opposite parties to pay an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) towards compensation of the sufferings both physically and mentally caused to the complainant due to facts and omission and also deficiency in service and unfair trade practices admitted by the opposite parties.
3. An order may be passed directing the opposite party to pay litigation cost of Rs.50,000/- (Rupees Fifty Thousand only) to the complainants.

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: -

- A. 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 **14 (fourteen)** days from the date of receipt of this order of the Authority by email.
- B. 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 supporting documents, if any, and send the same (in original) to the Authority serving a copy to the Complainant, both in hard and soft copies, within **14 (fourteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **after 6(six) weeks** for further hearing and order.



(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