

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
04 31.01.2025	Shri Rakesh Ranjan and Ms. Moumita Kundu, Sr. Manager Legal (Mob. No. 9903844131 & email Id: moumita.kundu@ambujaneotia.com) is present in the physical hearing on behalf of the Complainant filing Authorization and signed the Attendance Sheet. Advocate Dr. Rudra Dhar (Mob. No. 9831695007 and email - rudrad@gmail.com) is present in the hearing through online mode. The Complainant submitted their Rejoinder as per Authority order dated 24.12.2024, which has been received by this Authority. Heard both the parties in detail. The Complainant stated that the Respondent failed and neglected to pay against 4(four) nos. of consecutive invoices/demand notices raised by the Complainant in terms of the payment plan of the Agreement for sale and sent to the Respondent through their registered email id. Therefore, the Respondent was in clear default of the terms of Agreement for Sale and ultimately they issued a letter of termination of the Agreement for Sale to the Respondent with 30 days of clear notice. But, the Respondent neither replied to the letter nor paid the dues within the notice period and therefore, the Agreement for Sale stood terminated and the allotment was cancelled as per terms and conditions of the Agreement. The Respondent denied the allegation and stated that nothing has been placed on record to show that the alleged invoices/demand notices were sent to and received by the Respondent. The Respondent also stated that clause 9.3 of the Agreement for Sale (AFS) specifically stated that a default may occur only when there are two prior consecutive demands following a notice issued by the promoter, but in the instant case no such demands/notices has been received by him. He further stated that as per clause 30 of the Agreement for Sale, all notices must be sent by registered post but there is no speed post track record or A/D card to show delivery of the said invoices to the Respondent and therefore, for non-receipt of	

the invoices/demand notices the Respondent could not make payment to the Complainant as per payment plan.

After hearing both the parties, the Authority is hereby pleased to give the following directions:-

The Complainant shall submit through Notarized Affidavit whether they have received any payment from the Respondent against the invoice/demand notices raised by them and sent through their registered email id and send a copy of the same to the Respondent within 10 days from the date of receiving this order.

Fix **15.09.2025** for further hearing and order.



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority