

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

Complaint No. WBRERA/COM000955

Mr. Raktim Biswas Complainant.

Vs.

Promoter Musaddi Properties LLP. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
03 13.08.2025	The Complainant, Mr. Raktim Biswas is physically present at the time of hearing by filing Hazira which will be kept in record. The Respondent, Promoter Musaddi Properties LLP represented by the Learned Advocates, Shusant Nayak and Sadia Sultana are physically present in today's hearing by filing hazira which should be kept in record. The Complainant raised the following points regarding:- a) Additional price of the apartment as the Respondent is charging the apartment value at Super Build up area and not on the Carpet area; b) Parking issues as the parking space is not demarcated properly; c) Preparation of improper Agreement of Sale Deed d) Declaration for non-encumbrance etc. The Complainant also stated that the Flat was booked on 28th April, 2024 by paying a consideration amount of Rs.2,10,000/- and the allotment letter was mailed on 9th May, 2024. Total Payment of Rs.7,86,870/- was made by the Complainant. No Agreement for Sale has been made although several mails have been sent by the Complainant to finalise the Agreement for Sale. The total valuation of the Flat as per the Schedule C of the Draft Agreement for Sale, has been mentioned as Rs. 54,94,000/- excluding other Costs and Deposits and Taxes payable by the Allottee. The Complainant is allotted by the respondent Flat No. 2/11C of Block No. 2 in the project Bally Sky High vide provisional Allotment letter dated 28.04.2024 issued by the Respondent. The Complainant prayed for consideration of the above points raised by him and he impressed upon the registration of proper Agreement for Sale to be made as per the RERA Act 2016. Today the matter was part heard. The Learned Advocate for the Respondent preliminary submitted that the Complainant cannot be defined as allottee as defined under section 2(d) as there is no Agreement for sale executed between the parties. The complainant has filed the instant Complaint on the basis of allotment letter which is to be cancelled after 30 days for non-compliance as per the clause 8 of the said allotment letter of	

further process so the Complainant is not an allottee. The Complainant stated that a draft Agreement for Sale was given to him through mail on 17th May, 2024 but the same was not settled for finalization. In the draft Agreement for Sale there were some points to be changed and the Complainant requested the Respondent to clear out the anomalies and to send a corrected revised draft as defined by the RE (R&D) Act 2016 and the WBRERA Rules 2021 for final approval of the Sale Deed .

The main issue raised by the Learned Advocate for the Respondent that the Complainant be treated as an allottee or not. It is crystal clear that the Respondent has accepted money through Cheque No.144772 dated 28.4.2024 amounting to Rs.2,10,000/- and Cheque No. 144773 dated 05.05.2024 amounting to Rs.5,76,870/- from the Complainant for the said flat/apartment as informed by him to the complainant through the allotment letter dated 28.04.2024. So as per the provision of the Act once the money is taken by the Respondent , the Complainant is to be considered as an Allottee. The Learned Advocate appearing for the Respondent could not establish through production of documents to establish his argument that Complainant cannot be defined as allottee as defined under section 2(d) as there is no Agreement for sale executed between the parties.

The Learned Advocate appearing for the Respondent stated that the project is registered under WBRERA and the Registration No. is WBRERA/P/HOW/2023/000228 and the copy of the Registration Certificate is submitted before the Authority which is kept on record.

After hearing both the parties, the Authority is pleased to declare the Complainant as an **Allottee** and the other points raised by both the parties will be heard on the next hearing. In the meantime both the parties are at liberty to submit any Written documents/arguments regarding the complaint, if any, before this Authority as well as to each other both in hard and soft copy within **1 (one) week** from the receipt of this Order through mail.

The next date of hearing is fixed after **4 (four) 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