

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

Complaint No.WBRERA/COM000999

Bengal Ambuja Housing Development Ltd. Complainant

Vs.

Imran Ali Molla..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 24.12.2024	Mr. Rakesh Ranjan (AVP Legal Head), Mr. Piyush Singhania (GM,CRM) and Ms. Moumita Kundu, Sr. Manager Legal (Mob. No. 9903844131 & email Id: moumita.kundu@ambujaneotia.com) are present in the physical hearing on behalf of the Complainant filing Authorization and signed the Attendance Sheet. Respondent is present in the hearing physically and signed the Attendance Sheet. Heard both the parties in detail. As per the Complainant the facts of the case is that,- - The Respondent applied for allotment of office space, being Unit no. ESBT5C0712, having carpet area 626 Sq. Ft, on the 7th floor, of Tower/Building No. 5C of the Ecospace Business Towers along with 1(one) covered car parking space. - By virtue of an allotment letter dated 08.09.2022, the respondent was allotted the Office Space. - Pursuant to the allotment and upon receiving the Booking Amount of Rs. 5,92,935/-, an Agreement for Sale dated 25th November, 2022 was duly executed by the parties and registered. - The Respondent failed and neglected to pay 3 (Three) nos. of consecutive invoices/demands notices raised by the complainant in terms of the payment plant of the Agreement for sale amounting to Rs.15,77,208/-. - The Respondent, therefore, was in clear default in terms of clauses 9.3(ii) of the Agreement for Sale. - Ultimately, The Complainant issued a letter of termination of the Agreement for Sale to the Respondent with 30 days clear notice in terms of the clause 9.3(ii) of the Agreement for Sale. - Since the Respondent neither replied to the letter nor paid the dues within the notice period, the Agreement for Sale stood terminated, and the allotment was cancelled. - Amount liable to be forfeited by the Complainant against cancellation due to default of the Respondent is Rs. 9,32,923/- including interest and applicable statutory taxes in terms of the Agreement of Sale.	

Complainant prays for the following reliefs: -

- i) To record the allotment of Unit No. ESBT5C0712 as cancelled before the Authority.
- ii) To confirm forfeiture by the Complainant of an amount of Rs. 9,32,923/- (Rupees Nine Lakh Thirty-Two Thousand Nine Hundred and Twenty-Three Only).
- iii) To allow the Complainant sign, execute and register a unilateral Deed of Cancellations in respect of the registered AFS since it is a legal requirement that a registered agreement can be cancelled only by a registered deed of cancellation.
- iv) To direct the concern Registrar to register unilaterally the Deed of Cancellation in respect of the Said Office.
- v) To permit the Complainant re-allot the Said Office to any prospective allottee;
- vi) To pass such other orders as the Authority may deem fit and proper in the interest of justice.

After hearing both the parties, 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 his total submission regarding his 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 **10 (ten)** days from today.

The **Respondent** is hereby directed to submit its 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 **10 (ten)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

The Complainant is at liberty to submit a Rejoinder / Reply in response to the Affidavit of the Respondent through Notarized Affidavit and submit the same in original to the Authority, serving a copy to the Respondent within **10 (Ten)** days from the date receiving this order of the Authority through email.

Fix **01.09.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority