

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

Complaint No.WBRERA/COM001479

S E BuildersRealtors Limited.Complainant.

Vs

1. Raju Naskar
2. BarnanaKayalRespondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 21.01.2026	<p>The Complainant, S E Builders Realtors Limited, represented by its Authorized Representative, Mr. Rakesh Ranjan (Mobile:- 9903192002 and Email ID:rakesh1.ranjan@ambujaneotia.com), appeared in online mode at the time of hearing of the instant hearing today. He has filed hazira and Authorization online which shall be kept in record.</p> <p>The Respondents, Raju Naskar and Barnana Kayal, represented by Raju Naskar (Mobile:- 9564902196 and Email ID:raju.power08@gmailo.com) himself along with the Learned Advocates, Swapan Paul, Surajit Sengupta and Anirban Das were physically present in today's hearing by filing hazira and vakalatnamawhich shall be kept in record.</p> <p>Heard the Complaint.</p> <p>The Authorized Representative of the Complainant stated that the Respondents jointly applied for allotment of residential apartment, being Apartment No. Ulo50808 having carpet area of 1404 sq. ft. along with an exclusive balcony area of 94 sq. ft on the 8th floor of Block/Tower No. C (Panchami), Type H of the Utalika-Luxury Phase 5 along with Two (2) Covered Car parks and on 18.03.2024 the allotment letter was issued. After receiving the Booking Amount of Rs.26,42,450/- the Agreement for Sale dated 28.06.2024 was duly executed. The Respondents failed and neglected to pay three nos. of consecutive invoices raised by the Complainant in terms of the payment plan of the Agreement for Sale amounting to a total of Rs.54,61,900/- and for which they were clear defaulter in terms of clause 9.3 of the Agreement for Sale. The Complainant issued a letter of termination of the Agreement for Sale to the Respondents with 30 days clear notice in terms of the said clause. Since the Respondents neither replied to the letter nor paid the dues within the notice period, the Agreement or Sale stood terminated, and the allotment was cancelled. The Complainant, on termination of the Agreement Sale is entitled to forfeit of Rs. 42,42,450/- (Booking amount plus GST applicable, thereon) Rs.4,52,991/- (GST payable on booking amount due to cancellation) and Rs. 2,42,542/- (interest on paid and unpaid invoices calculated @ prescribed under the WBRERA Rules.</p>	

2021. Accordingly, the Complainant is required to realize an amount of Rs;. 33,37,983/- from the Respondents, However, the amount currently lying with the Complainant is only Rs.; 26,42,450/-. Therefore, the shortfall of Rs.16,95,533/- cannot be recovered from the funds lying with the Complainant.

The Complainant prayed for the following reliefs:-

1. To record the allotment of Unit No. UTL050808 as cancelled before the Authority;
2. To confirm forfeiture by the Complainant of an amount of Rs.26,42,450/-.
3. To issue direction upon the Respondents to pay the amount of shortfall i.e. Rs.6,95,533/-.
4. To allow the Complainant sign, execute and register a unilateral Deed of Cancellation 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;
5. To direct the concerned Registrar to register unilaterally the Deed of Cancellation in respect of the Apartment.
6. To permit the Complainant re-allot the Apartment to any prospective allottee;
7. To pass such other orders as the Authority may deem fit and proper in the interest of justice.

The Respondents' Learned Advocate stated that due to Parents' illness the Respondent could not pay the balance amount in due time and even the Respondent No. 1 could not have the time to collect the Registered Agreement for Sale which is at present lying with the custody of the Complainant. The Respondents prayed for time to pay the due amount in order to have the possession of the said Apartment.

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 the Complaint Petition on a Notarized Affidavit annexing therewith notary attested /self-attested supporting documents and a signed copy of the Complaint Petition in 'M' Form 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 **2 (two) weeks** from the date of receipt of this order of the Authority by email.

The Respondents are hereby directed to submit his 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 Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within **2 (two) weeks** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

In case of joint or more allottees, all of them is regarded as joint owners of

the Flat/Apartment so the Respondents are directed to submit their Affidavit, as stated above, by signing jointly.

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



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority