

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/COM001641

Swapan Kumar Pal..... Complainant

Vs.

Sri Ajit Kumar basu, Director of M/S, Basu Construction Pvt.Ltd  
.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 18.03.2026	<p>Complainant, represented by Learned Advocate, DhrubrataBasu (Mobile no. - 9831209569 and email id:-<a href="mailto:dhruabratabasu@gmail.com">dhruabratabasu@gmail.com</a> ) along with Learned Advocate, DilipSaila (Email id:- <a href="mailto:Sailadilip@gmail.com">Sailadilip@gmail.com</a>) and Learned Advocate, ManmathaMondalis present physically in the hearing, filing their hazira, vakalatnama and signing the Attendance sheet.</p> <p>Respondent is absent in the hearing despite due service of hearing notice to the Respondent be kept on record.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>The Learned Advocate of the Complainant stated that a registered Development Agreement and Power of Attorney were executed on 14.03.2023 between the Complainant (Landowner) and the Developer. The Project involved construction of a G +4 Multi Storied Building (including shops) on about 31 Decibel of land. As per the Development Agreement the Landowner was entitled to 45% of the total sanctioned area. The Developer was to pay a security deposit of Rs.90, 00,000/- (ninety lakhs) refundable to the complainant . The construction was to be completed within 36 months, with an additional six months grace period (force majeure). The Complainant handed over the vacant possession of the property to Developer on 02.11.2023. The Learned Advocate of the Complainant submitted that on behalf of his client his complaints are -</p> <p>A. Even after two years and six months, no significant construction work has begun on the bulk area of the project. Only minimal work has been made.</p> <p>B. Non payment full security deposit for the Developer was to pay 90, 00,000/- but has only paid Rs.50, 00,000/- to date.</p>	

C. Developer has not shared or handed over the approved Building Sanction Plan to the Landowner/Complainant despite multiple verbal and written requests and letters dtd. 27.06.2025, 15.07.2025 and 28.07.2025,

D. Developer failed to respond to letter from the Landowner's Advocate. Developer has not clarified the current Project status, sanctioned plans, or share allocation details.

E. The project has not been registered under WBRERA, which violates mandatory legal provisions and violation of Sections 12, 14, 16 and 19 of WB RERA Act 2016 and the WB Real Estate (Regulation and Development) Rules, 2021.

Complainant prayed for the following reliefs before the Authority-

- a) An order may kindly be passed directing the Developer to pay the arrears of Rs.40,00,000/- immediately as the Developer has failed and neglected to comply the terms and conditions of the Agreements within the specific period,
- b) Direct to pay compensation and interest as admissible in law under the proviso of Sec.18 and 19 of the said Act against the Developer for non-compliance of the covenant clause as stated in "Fourth Schedule of the Property above referred to Land Owners' Allocation".
- c) An order be passed directing the Developer to handover the Building Sanction Plan immediately;
- d) An order be passed directing to show cause as to why the Development Agreement shall not be cancelled for breach of contract amongst others, for non-payment of the arrears according to the terms and conditions as contained in the Development Agreement in "The Fourth Schedule of the Property Above referred to Land Owners' allocation" in paragraph 2, whereas it was agreed to be paid 90,00,000/- but so far Rs.50,00,000/- was paid keeping an amount of Rs.40,00,000/- unpaid till date;
- e) An order be passed under Sections 59, 60 and 61 of the said Act against the Developer;
- f) An order be passed directing to show cause why the Developer still kept pending bulk of the construction in R.S. & L.R. Dag no.342;
- g) And/or to pass such other order/s and/or direction/s as the Landowner is entitled to in the facts and circumstances of the case, which Your Honour may deem and proper.

An interim order be passed directing the Developer to immediately make payment of the arrears of security amount (refundable) to the tune of

Rs.40,00,000/- (Forty lakhs) only; along with the compensation and interest thereon as admissible under S. 18 of the said Act;

- An interim order be passed directing the Developer to comply the specific provisions as contained in S.19(1), 19(2) and 19(3) of the said Act;
- A clear direction be given against the Developer in regard to the dispute to be settled by the Developer towards vacation and/or settlement with the existing occupier/s of land, i.e. the 2 (two) shop-owners, which is the sole responsibility of the Developer and in any manner such vacation and/or settlement could be saddled upon the Landowner which is according to the Agreement.
- Such other or any further orders/directions, as the Landowner is entitled to, may kindly be passed for the ends of justice.

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 shall submit his total submission regarding the ComplaintPetition 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 **1(one) week** from the date of receipt of this order of the Authority by email.

B. The Respondent shall submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexingtherewith 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 **1(one)week** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix after **4 (four) 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