

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

Complaint No. WBRERA/COM001274

Sukant Saha. Complainant.

Vs.

Ideal Aurum Nirman LLP. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
04 16.09.2025	The Complainant, Sukant Saha represented by the Learned Advocate Tanish Ganeriwala appeared online and the Learned Advocate, Jiya Bose appeared physically at the time of hearing of the instant complaint by filing hazira which will be kept in record. The Respondent, Ideal Aurum Nirman LLP, represented by the Learned Advocate Srijeeta Gupta is present physically at the time of hearing. The Respondent has filed Written Response before the Authority and also to the Complainant at the time of hearing today which should be kept on record. The Respondent has also filed Affidavit of Service. The Learned Advocate of the Complainant stated that the Complainant entered into an Agreement for Sale on 12th March, 2018 for purchasing of Flat No. 8D, Block Celestial, Ideal Aurum along with one covered car parking space at a total consideration of Rs.41,75,528/-. The possession of the Flat was to be delivered by 30th June, 2020 and after extension of 12 months the delivery date was settled on 30th June, 2021 but till today the flat was not delivered and the Respondents have failed to register the Agreement for Sale. The Learned Advocate mentioned the Commencement and Validity of the Agreement “ 7.1 Date of Commencement : This Agreement has commenced and shall be deemed to have commenced on and with effect from the date of execution of this Agreement; and 7.2 Validity : This Agreement shall remain in force till such time the said Flat and Appurtenances is completed and possession thereof is delivered to the Buyer by the Sellers, unless terminated in the manner mentioned in this Agreement”. The Respondent on 30th March, 2022 intimated the Complainant that they are trying to hand over the flat by end of June, 2022 and will complete the other amenities before Puja that year but till today there is no effect to the commitment promised by the respondent. The Complainant prayed for the following reliefs :- a) Immediate delivery of possession of the property and the registration of the Sale Agreement, as stipulated in the original contract. b) Compensation for the rent paid and interest on the loan due to	

delayed possession as being claimed by the Complainant by way of a complaint in the Form "M" being heard presently and filing of Form "N" before Adjudicating officer. He also mentioned that this prayer will be placed before the appropriate bench of this Forum.

The Respondent's Advocate stated that her client has mortgaged the property to Yes Bank for taking loans from the said bank for construction and respondent needs NOC from Yes Bank to deliver the possession of the flat to the complainant. The Respondent's Advocate further submitted that as per Clause 10.1.15 in the AFS it was mentioned the sellers shall be entitled to create charge and/or mortgage in respect of the said premises/said Complex in their favor. However, on or before the execution of the Deed of Conveyance in respect of the said Flat and Appurtenances, a lease/no objection/clearance shall be obtained by the Sellers from the concerned Banks. The Respondent's Advocate submitted to add Yes Bank as one of the respondent in this complaint hearing. The contention made by the respondent advocate is not admitted for the mention that it shall be obligation for the seller to obtain clearance from the Yes Bank to whom they have mortgaged the property and it solely lies with the respondent to ensure early delivery of the flat to the Complainant as stated by the Advocate for the respondent that the flat is ready for delivery and giving possession to the complainant. So the Respondent is to hand over the possession of the flat apart from the other relief as submitted by the complainant during today's hearing.

Today the matter is heard partly.

Fix next hearing on **16th October 2025** for further hearing and order.



(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