

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

Complaint No. WBRERA/COM 000952

Ajoy Hari Dutta Complainant

Vs.

Naba Kumar Saha..... Respondent No. 1.

M/s. Saraswati Construction Respondent No. 2.

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 30.10.2024	Advocate Mr. Aditya Chakraborty (Mob. No. 8617209345 & email Id: adityac.legal@gmail.com) is present in the physical hearing on behalf of the Complainant, filing hazira and signed the Attendance Sheet. He is directed to send his Vakalatnama through email to the Authority immediately after today's hearing. Respondent is absent in the physical hearing despite due service of hearing notice to the Respondent through speed post and also email. Let the track record of due service of hearing notice of the Respondent be kept on record. Heard the Complainant in detail. As per the Complaint Petition, the fact of the case is that,- The Respondent is the sole Proprietor of M/s. Saraswati Construction, and is residing at BF -6/13, Deshbandhunagar, P.S. Baguiati, Kolkata - 700 059. The Complainant had entered into an agreement for sale dated 24.12.2010 for a self-contained residential flat on Gr. Floor, front side, admeasuring a super built up area of 900 sq.ft., more or less with Marble flooring in the said multi-storied building together with proportionate undivided interest or share on the land along with all proportionate rights on all common areas and facilities on the building, duly constructed on the premises being a piece and parcel of a plot of land measuring an area of 2 (two) cottahs lying and situated at Mouza - Satgachi, J.L. No. 20, R.S. No. 154, Touzi No. 180, comprised in C.S. Dag No. 1116, R.S. Dag No. 3544, under R.S. Khaitan No. 46, being Holding No. 394, Goraksha Basi Road, Kolkata - 28 within the jurisdiction of Dum Dum Police Station, within local limits of South Dum Dum Municipality in the Disitric of North 24 Pgs. The Complainant has paid the consideration amount in respect of the area actually provided, i.e. 778 sq.ft., which is less than the area as mentioned in the schedule to the agreement for sale. The Complainant disputed the charge in area	

and had paid to the Respondent a sum of Rs.9,57,000/-in total, which includes the rate being proportion al to the actual area provided and other ancillary expenses as per the said agreement. The same was agreed by the Respondent. The Respondent had put the Complainant in physical possession of the said flat, however, despite repeated requests and reminders, the Respondent has utterly failed and neglected to execute the Deed of Conveyance of said flat in favour of the Complainant and on the contrary is demanding extra consideration to do so. Hence, the Complainant is aggrieved.

The Complainant pray before the Authority for the following relief(s):-

- a) To direct the Respondent to cause registration of the said flat more particularly described in Schedule B.;
- b) To direct the Respondent to hand over possession letter, completion certificate, copy of sanctioned Building Plan, and other necessary documents.
- c) To pass necessary orders directing the Respondent to adequately compensate the Complainant for the delay in delivery of possession.
- d) To pass an order against the opposite party to pay a compensation of Rs.5,00,000/-for causing harassment and mental agony and litigation cost Rs.1,00,000/-.

Interim order, if prayed for:

- a) To pass an interim order directing the Respondent not create any third party interest with respect to the said flat.
- b) To pass ad-interim orders in terms of the above.
- c) And to pass any other or further order or orders, direction or directions as deem fit and proper.

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:-

Let M/s. Saraswati Construction be recorded as Respondent no.2 for Adjudication of this matter.

The **Complainant** is directed to submit his total submission regarding their 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 **21 (twenty one) days** from the date of receipt of this order of the Authority by email.

The **Complainant** is further directed to provide in a Tabular Form chronologically all the payments made by him specifying the date, amount and money receipt number, if any, and the total amount in the said table in their Affidavit.

The **Respondent** is directed to submit his 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 **21 (twenty one) days** from the date of receipt of the Affidavit of the Complainant, either by post or by email, whichever is earlier.

In spite of the above directions, both the parties are at liberty to take initiative and try for an amicable settlement of the issues between them by mutual discussions and if they arrive at a mutual settlement, they shall submit a **Joint Notarized Affidavit**, signed by both, containing the terms and conditions of the mutual settlement, and send the Affidavit (in original) to the Authority, before the next date of hearing and in that case there is no need of submitting separate Affidavit(s) by Complainant and Respondent, as per the directions given above.

Respondent is further directed not to transfer and/or make any type of alienation of the rights and interests of the subject matter flat till the disposal of this matter or until further order, whichever is earlier.

Fix **03.09.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority