

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

Complaint No.WBRERA/COM(Physical) 000205

Partha Sarathi Mandal..... Complainant

Vs.

Bengal Shriram Hi-tech City Pvt. Ltd. Respondent

Sl. Number and date of order.....	Order and signature of the Officer	Note of action taken on order
02 22-05-2025	Advocate Priyadarshini Mukherjee (Ph.No: 7003535319; email: priyadarshinimukherhee88@gmail.com) is present in today's hearing physically, filing Vakalatnama and signing the Attendance sheet. Sri Subhayan Sinha, (email: subhayan.sinha@shriramproperties.com), Legal Executive, is present in today's hearing through online mode. He is requested to send his Hazira immediately after hearing through email. Heard both the parties. As per the Complainant, he booked a flat in the Apartment No.5, 12th floor, tower-II, unit no. A02-12-05 in the project "Grand-one" of the Respondent Company in Uttarpara on payment of Rs. 50,000/- as booking amount and he entered into a registered sale agreement with the Respondent paying a registration fee of Rs.69,373/- only. Total Consideration of the flat was Rs. 34, 66,591/-. The Complainant availed a loan of Rs. 31 (thirty-one) lac from IIFLHFL with the assistance of the Respondent. The Complainant has paid a total amount of Rs. 6, 72,259 to the Respondent, as per demand of him, as per the payment schedule of sale agreement, which has been acknowledged by the Respondent. IIFL has also disbursed Rs. 1650096/- to the Respondent on behalf of the Complainant. But suddenly on 03-12-2020, the Respondent sent cancellation notice in spite of the Complainant having already paid his contribution to the Respondent and a part of payment of sanction loan was also disbursed. The Complainant received a letter from the Respondent on 27-01-2022 via email allowing him to pay the EMI to the IIFL as the Complainant was willing to continue the booking. The Complainant also received an email from IIFL on 10-05-2022 stating that the Complainant was supposed to start paying his EMI from 01-04-2022 in respect of the loan granted. But	

unexpectedly on 16-05-2022 the Respondent sent a mail to the Complainant stating that they are cancelling the agreement .Later it was heard that, Respondent has refunded the disbursed loan amount to IIFL and has forfeited entire amount of Rs. 672259/-,paid by the Complainant, without any valid reason ,even after receiving the owner's contribution.

The Complainant states that, upon disbursal of Rs.1650096/-, he has also paid EMI to IIFL, amounting to Rs.67575/- against loan no.879756 and Rs.437130/- against loan no. 873014, which was acknowledged by the IIFL staff through WhatsApp message.

The Complainant prayed for the following relief(s):-

1. Direction upon the Respondent making refund the amount of Rs.672259/- paid by the Complainant with compensation.
2. Refund of Rs. 504715/- paid to IIFL towards EMI of loan avail by the Complainant for purchasing the flat.

The Complainant also prayed for Interim order restraining the Respondent from selling, transferring or creating any third party interest in respect of Apartment unit no. A 02-12-05 of the project Grand -I, for which the relief has been prayed through this complaint petition.

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:-

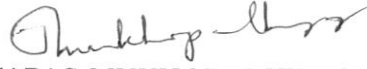
The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within **21 (twenty-one)** days from the date of receipt of this order of the Authority by email.

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

The Respondent is directed not to sell, transfer or create any third

party interest in respect of the Apartment (A 02-12-05) as mentioned in this complaint petition till disposal of this case or until further order, whichever is earlier.

Fix **22.08.2025** for further hearing and order.



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority