

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

Complaint No. WBRERA/COM(PHYSICAL)000167

Arizuma Projects LLP. Complainant

Vs

Madhumita Debnath..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 25.10.2024	<p>Mr. Manish Bajoria, Executive Director of the Complainant-Promoter Company (Phone – 9831035620 and Email – manish@rajathomes.com), being Authorized Representative of the Complainant-Promoter Company, is present in the physical hearing and signed the Attendance Sheet.</p> <p>The Respondent-Allottee is absent in the physical hearing despite due service of hearing notice to the Respondent through speed post and also email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complainant, the fact of the case is that,-</p> <ol style="list-style-type: none">1. The present complaint has been filed Arizuma Projects LLP (complainant) under Section 31 of the Real Estate (Regulation and Development) Act, 2016 against Mrs. Madhumita Debnath (Respondent) who was provisionally allotted a unit being Unit No. 02 (Bungalow), Type A2- Corner-1, having a built-up area of 1488.02 Square Feet., carpet area of 1145.18 Square Feet in one of the complainant's projects being 'Southern Vista' located at located at EM Bypass, Mouza Bادهugli, Chandpur, Sonarpur, Dist. South 24-Parganas, West Bengal, Pin 700145, upon an application being made by the Respondent-Allottee 20.07.2020.2. Briefly, the Complainant has alleged that the Respondent has failed to make the payments towards the consideration for the said unit under an Agreement of Sale dated 05.10.2021 executed with the Respondent for the sale of the said unit. The complainant has alleged that out of the total consideration of Rs. 87,53,940/-, the Respondent has only paid an amount of Rs. 45,00,000/- while an amount of Rs. 25,58,048/- is still outstanding towards the principal dues. It has been alleged that the complainant sent several communications and notices and pursued the matter with the respondent, however, the respondent did not make the outstanding payments pursuant to which the complaint was constrained to issue the notice of cancellation dated 14.08.2024 to the Respondent in terms	

aforesaid Agreement for Sale, inter alia, cancelling the said agreement for sale and calling upon the Respondent to complete all formalities with respect to such cancellation.

The Complainant- Promoter Company prays before the Authority for the following reliefs:-

1. The Learned Authority may kindly pass a direction calling upon the Respondent to come forward for completing the execution and registration of the formal deed of cancellation of the said Agreement and enable the Complainant consequently refund the remaining amount of Rs.20,24,516/-to the Respondent upon such completion of the execution and registration of the formal deed of cancellation of the said agreement;
2. Alternatively, in case the Respondent fails and/or neglects to come forward for completing the execution and registration of the formal deed of cancellation of the said agreement, pass appropriate direction and/or direct the concerned authority to completing all formalities with respect to the cancellation of the said Agreement ;
3. Pass a direction that the Complainant is entitled to deduct and/or adjust the amount of Rs.24,75,484/-from the total amount received by the Complainant from the Respondent and that the Respondent is only entitled to a refund of the remaining amount of Rs.20,24,516/-upon you completing the execution and registration of the formal deed of cancellation of the said agreement;
4. Pass a direction that so long as the formality of the cancellation of the Sale Agreement is not completed by the Respondent and/or by the concerned authority, the Respondent shall continue to remain liable to pay interest on the amount due and payable by the Respondent in respect of the said unit in terms of the said Sale Agreement;
5. Any other order as the Ld. Authority may deem fit and proper in the facts and circumstances of the present case.

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


1. The Learned Authority may kindly pass a direction restraining the Respondent from creating any encumbrance and/or charge on the Said Unit of whatsoever nature and/or from transacting with the respect to the Said Unit in any manner whatsoever and/or attempting to take physical and/or symbolic possession of the Said Unit;
2. Any other order as the Ld. Authority may deem fit and proper in the facts and circumstances of the present case.

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:-

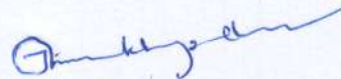
The **Complainant-Promoter** Company is directed to submit their total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested /self-attested supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The **Respondent-Allottee** is hereby directed to submit her 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 **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **09.01.2025** for further hearing and order. On the next date hearing shall be held through online mode.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority