

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/COM000218

Moonmoon Saha and Sudipta Kumar Saha..... Complainants

Vs.

MKHS Housing LLP..... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 <u>04.12.2023</u>	<p>Advocate Vinit Sharma is present in the online hearing on behalf of the Complainants filing hazira and vakalatnama through email.</p> <p>Advocate Mr. Devasis Mitra (Mob. No.9324224565 &amp; email Id-bom_legalassistance@yahoo.com) is present in the online hearing on behalf of the Respondent filing hazira and authorization through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainants they have booked a flat bearing no. 12/8 C, Block-12, having total area of 1315 sq.ft. (approx) alongwith parking and other facilities in the project named as <b>"RAIN FOREST"</b> of the Respondent Company situated at Mouza - Bishnupur, P.S. Rajarhat, within Rajarhat-Bishnupur-2 Gram Panchayet, District- North 24-parganas. Memorandum of Understanding (MOU) was executed between the Complainants and Respondent on 22.04.2014 and they have paid total Rs.26,77,979/-till date to the Respondent Company in this regard out of total consideration amount of Rs.28,81,300/-. Therefore they have paid more than 70% of the total consideration amount. In clause "k" of the MOU it was mentioned that the lock-in period for the second party of the MOU is of 12 months from the date of payment of 70% (plus tax as applicable) of the total consideration amount. The Complaints sent an email to the Respondent Company on 14.11.2017 regarding refund of the total principal money paid by him alongwith interest @15% p.a. as per clause "k" of the MOU. After that the Respondent Company has intimated through email to the Complainant that they will refund the amount but only with the interest @7.5% p.a. But the Complainant was not agreed on the same and sought an explanation from the Respondent for low interest rate. Thereafter the Respondent Company has also</p>	

sent a calculation sheet. That the calculation sheet shows the interest @7.5% instead of 15% p.a. From 9<sup>th</sup> April'2018 to 24.04.2018, the Respondent Company has refunded the amount of Rs.22,00,000/-but failed to refund Rs.10,06,991/- (Rs.3,90,170/-outstanding principal and interest amount of Rs.6,16,821/-) only as per their calculation sheet. As per the Complainants, the Respondent Company has failed to calculate and refund the interest @15% p.a. from the date of each payment and also failed to refund the amount of Rs.87,809/-which was collected in lieu of Service Tax.

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

- a) Direction upon the Respondent to refund of Rs.3,90,170/- (outstanding principal amount) alongwith the interest as per @ 15% p.a. or the interest @ SBI PLR +2% p.a. from 24.09.2018 till date of realization; and
- b) Direction upon the Respondent to refund the interest on the principal amount of Rs.22,00,000/-from the date of each payment till the date of refund of the same i.e. 24.09.2018; and
- c) Direction upon the Respondent for refund of the amount of Rs. 87,809/-which was collected in lieu of Service Tax.

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 Complainants are directed to submit their total submission regarding his Complaint Petition on a Notarized Affidavit annexing therewith notary attested supporting documents and a signed copy of the Complaint Petition and send the original Affidavit 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 through email.

The Complainants are further directed to send a scanned copy of their affidavit to the Advocate of the Respondent in his email ID which is mentioned above.

The Respondent is hereby directed to submit his Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the

Complainant, annexing therewith notary attested supporting documents, if any, and send the 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.

The Respondent is further directed to specifically state the following in his notarized affidavit, as directed above:-

- a) Whether the project "RAIN FOREST" is registered with WBHIRA or WBRERA? If yes, the Registration Number with date and also the NPR Number shall be provided in the affidavit. If no, the ground for non-registration of the same shall be given in the affidavit; and
- b) What is the date of commencement of the said project is to be provided alongwith authenticated documentary evidence; and
- c) How many allottees are there in the said project "RAIN FOREST"; and
- d) Whether possession has been delivered to any of the allottee/allottees. If yes, possession has been delivered to how many allottees and date of delivery of possession alongwith authenticated copy of any possession letter is to be provided; and
- e) Whether Completion Certificate (CC) or Partial Completion Certificate has been obtained by the said project? If yes, authenticated copy of CC or Partial CC is to be provided.

Fix **09.01.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)  
Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority