

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

Complaint No.WBRERA/COM001259

Avinash Khatri Complainant

Vs

Bloomsbury Infrastructure Pvt. LtdRespondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
02 16.07.2025	<p>Complainant is present in the hearing physically and signed the Attendance Sheet.</p> <p>Advocate Prateek Mukherjee along with Advocate Purnankar Biswas and Advocate Mriganka Mondal appeared in the physical hearing on behalf of the Respondent Company filing hazira and vakalatnama and signing the Attendance Sheet.</p> <p>Both the parties submitted their Affidavits as per order of the Authority dated 30.04.2025.</p> <p>Heard both the parties in detail.</p> <p>The Complainant stated that he booked a 4-BHK Villa, having a built-up area approximately 1872 Sq feet of a 3240 Sq feet Plot, for a total consideration of Rs. 60,00,000/- on 03.12.2014. A Memorandum of Understanding (MoU) was executed with the Respondent on 05.05.2015 wherein it was mutually agreed that the Complainant made an advance payment equivalent to 50 percent of the total value of consideration amount and accordingly the Complainant paid Rs. 09,00,000/- to the Respondent. But despite repeated written and oral requests by the Complainant, the Respondent and neglected to execute the Agreement for Sale, in contravention of the Terms of the Memorandum of Understanding (MoU).</p> <p>The Complainant further stated that the Respondent failed to commence construction of the Villa allotted to the Complainant within the stipulated period of 12 months as per Memorandum of Understanding (MoU) and till date the Agreement for sale has not been executed.</p> <p>The Advocate of the Respondent stated that this complaint petition is not maintainable for adjudication before the WBRERA since the cause of action alleged to have occurred by the Complainant prior to the promulgation, enactment and commencement of WBHIRA and WBRERA Act. He further stated that as per section-f of the Memorandum of Understanding (MoU) signed by both the parties, the said Memorandum of Understanding (MoU) stands cancelled automatically if the first party does not start the project within 12 months of the date of signing</p>	


the Agreement, and the total amount paid is refundable with a penal interest of 12% PA.

After hearing both the parties, the Authority is of the opinion that Memorandum of Understanding (MoU) was signed between the parties in the year 2015, before the RERA came into existence and no Agreement for Sale has been executed between the parties with specific terms and conditions.

Therefore, this Authority has no jurisdiction to adjudicate the matter as per Real Estate (Regulation and Development) Act, 2016 and instant proceeding is not maintainable before the Authority.

With this direction, this instant complaint petition is hereby dismissed.

Let copy of this order be served to both the parties immediately.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority