

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 Private LimitedRespondents

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 30.04.2025	Complainant is present in the hearing physically and signed the Attendance Sheet. Respondent is absent in the hearing despite due service of hearing notice through email. Let the track record of due service of hearing notice to the Respondent be kept on record. Advocate of the Respondent Mr. Mriganka Mondal (Mobile – 9830355623 and email – mondalmriganka7@gmail.com) was contacted over phone and he stated his inability to join today's hearing and also stated that Respondent will submit Reply after receiving the Affidavit and Complaint Petition from the Complainant. As per the Complaint Petition, the fact of the case is that:- 1. Complainant had booked approx. 1872 Sqft (4BHK) of built up area being Villa No- 131 ,132,133 jointly called and referred to as Villa No. 131, containing in the land measuring 3240 sqft equivalent to 4.5 Katha, for a consideration of Rs, 60,00,000/- (Rupees Sixty Lacs) only, plus Rs. 1,85,400/- (Rupees One Lac Eighty-Five Thousand and Four Hundred) only as 3.09% plus other extra charges mentioned in booking and allotment form towards other charges to a Total Cost to Owner as Rs. 63,72,070/- , in the project 'CONVICITY' located at Mauza- Hastisalah, J. I no. 9, Dag no. 973, 972, 971 and 879, under Beonta no. 2, Gram Panchayet, P.S- Kolkata Leather Complex, A.D.S.D Office Bhangore, Distrist – South 24 Parganas by allotment dated 3.12.2014 with the developer /Respondent Bloomsbury Infrastructure Private Limited, a private limited company. 2. It is pertinent to mention that the initial plotting number was 133,134,135 which was later renumbered to 131,132,133 collectively called Villa No. 131 3. That a memorandum of understanding was entered by and between the complainant and the respondent on 5.5.2015, where it was agreed that the party	

of the second part (complainant) would pay 50% as an advance payment out of which the complainant has paid (Rs.5,00,000 + Rs. 4,00,000) = Rs.9,00,000 the rest was to be paid by the launch of the project and execution of Agreement for Sale and the remaining 50% with normal construction plan as and when demanded by the builder.

4. That the complainant has paid the total amount of Rs. 9,00,000/- (Nine lakhs only) out of consideration amount of Rs. 60,000,00/-. Which is 15% of the total consideration amount and the builder has still not executed Agreement for sale.

5. That as per MOU once the project is launched, agreement for sale will be executed by and between the parties. It was also mentioned that MOU stands cancelled automatically if the developer did not start the project within 12 months of the date of signing of MOU. The project has been launched but despite of several request made by the complainant, agreement for sale has not been executed by the developer company.

6. With respect to the Villa, the Complainant was supposed to pay the balance amount of the consideration after launching of the said project "**CONVICITY**" and execution of regular sale agreement.

7. It is also pertinent to mention herein that the Opposite Party No. 1 had duly issued receipts acknowledging such payments from time to time to the Complainant.

8. As per Clause (d) of the MOUs dated 5th May, 2015, once the said project would be launched, a new sale agreement was ought to be executed between the parties for the sale of the Villa, in the manner as stated above.

9. It is pertinent to mention herein that, as on present date, the construction work of the project has not been completed and the construction work has progressed with respect to only some parts of the project whereas the major parts are still unfinished and at some parts of the premises, the construction has not even commenced right from the day of execution of the MOU dated 5th May, 2015.

10. That despite repeated requests, both verbally, physically, over telephonic conversations and other modes of electronic media communication, the developer company have deliberately failed and/or neglected to execute any further Agreements for sale of the said Villa.

11. That the complainant state that over various email communication he has communicated to the director Mr. Sambit Basu that Villa Project was a dream project of his late Father Mr. Ashok Kumar Khatri who expired on 23 May 2021, with the last hope of living in this Villa with his entire family (he has used his lifetime saving toward this project). This delay has already shattered the dreams of his family and his late father and nothing can condone this loss.

12. That the complainant has also booked three apartment in the same project at the same time in May 2015 and the builder has failed to deliver the apartment project as well, the complaint regarding the same is filed under complaint No WBRERA/COM0001078 and the matter is under trial before the

West Bengal Real Estate Regulatory Authority.

13. On the contrary on 20.5.2024 received a letter through advocate that the said project has been stopped and respondent wants to refund the principal amount only without any interest or compensation.

14. That the complainant is interested in possession of the Villa no. 131 (comprising of 131,132,133) which is their family's dream project.

15. That the complainant fear that developer want to sell my booked Villa 131 to the third party at a higher rate.

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

1) Direction upon the Respondent to execute the Agreement for Sale without any further delay.

2) Direction upon the Respondent to handover this 1872 Sqft (4BHK) of built up area being Villa No- 131 ,132,133 jointly called and referred to as Villa No. 131, containing in the land measuring 3240 sqft equivalent to 4.5 Katha in the project 'CONVICITY' located at Mauza- Hastisalah, J. 1 no. 9, Dag no. 973, 972, 971 and 879, under Beonta no. 2, Gram Panchayet, P.S- Kolkata Leather Complex, A.D.S.D Office Bhangore, Distrist – South 24 Parganas within 1 year, along with the interest for delay in possession at the rate of SBI prime lending rate +2% from the date of each payment till the date of actual possession.

3) Direction upon the Respondent to pay the monthly rent of Rs. 12000 (twelve thousand only) per month till the delivery of the said Villa.

4) Direction upon the Respondent to pay a sum of Rs. 10,00,000 (ten lakhs only) towards the mental agony and heckles.

5) Direction upon the Respondent to pay a sum of Rs. 1,00,000 towards the cost of litigation.

6) Any further order or orders as this Hon'ble Forum may deem fit and proper.

After hearing the Complainant, the Authority is hereby 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 hereby directed to submit his total submission regarding his 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 **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Complainant shall specifically state in their Affidavit all the payments made by them chronologically specifying date, amount, money receipt number and the total amount paid by them in their Affidavit.

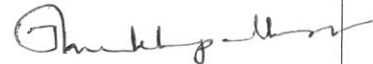
The Respondent Company is hereby directed to submit its Written

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 **15 (fifteen)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **16.07.2025** for further hearing and order.


(BHOLANATH DAS)
Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority