

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

Complaint No. WBRERA/COM000962

Shounak Paul..... Complainant.

Vs.

Vara Housing Developers LLP Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
04 07.07.2025	The Complainants, Shounak Paul himself appeared online and was represented by the Learned Advocate, Amit Chowdhury who were physically present at the time of hearing of the instant Complaint. They have submitted hazira and the Learned Advocate has also filed Vakalatnama. The Respondent, Vara Housing Developers LLP is represented by the Learned Advocates, Mr. Shashwat Nayak and Ms.Sadia Sultana by appearing physically at the time of hearing. They have filed hazira which should be kept in record. The Learned Advocate of the Complainant stated that he has received the Affidavit filed by the Respondent. The Learned Advocate of the Complainant stated that as per Agreement for sale in clause No. 2 the Mode of Payment. "Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per Clause 1.5, the Allottee shall make all payments, on writing demand by the Promoter, within the stipulated time as mentioned in the Payment Plan .The Complainant was served demands notice through e-mail followed by telephone to make sure of the payment to be made by the Complainant. But Serial Nos. 1 to 13 of the payment schedule as mentioned in the Agreement for Sale ,the phone calls have been made on time, so there is no dispute about the payment. Regarding non-payment of last payment the e-mail has been sent but no telephone call has been made to the Complainant. The Learned Advocate for the Complainant stated that the last demand mail was received but the client did not check the mail so he could not pay the installment No. 14 the interest has been imposed upon the Complainant for delayed payment. He also stated that all notices to be sent to the Complainant by registered post and then there could not be any chance of non-payment and that has not been done. The Ld' Advocate for complainants submit before the Authority necessary direction be given to the opposite party to complete the registration work by executing the proper deed of conveyance and handover the possession of the said	

flat in favour of the complainants after receiving the balance consideration money without imposing any late fine or penalty without any further delay and impose any further financial liability upon the complainants.

The Learned Advocate for the Respondent mentioned about the clause 7.1 of the Agreement for Sale executed between the parties "The Promoter fails to provide ready to move in possession of the Designated Apartment to the Allottee within time period specified in 7.1 of the Agreement for Sale where in was stated that the hand over time is on 14th January, 2025 with a grace period of upto 6 months unless there is delay of failure due to force Majeure or some unnatural ground. The Learned Advocate of the Respondent stated that if the Allottee fails to make payments for consecutive two demands made by the Respondent as per the payment plan despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules. The promoter may cancel the allotment of the flat and refund the money paid by the Complainant and the Promoter/Respondent shall intimate the Allottee about such termination at least thirty days period to such termination. The Learned Advocate for the Respondent confirmed the mention of Act and Rules in the Agreement for Sale he quoted refers to the RE(R&D) Act 2016 and WBRERA Rules 2021.

After hearing both parties, the Authority is pleased to give the following directions:-

- a) The Complainant is hereby directed to file Supplementary Affidavit upon receipt of respondent Affidavit and today's hearing through notarized affidavit mentioning the facts as stated for non-payment of the balance amount as agreed upon by the parties through execution of the Agreement for Sale and the same should be sent to the Authority as well as to the Respondent within **2 (two) weeks** both in hard copy and soft copy and
- b) The Respondent will also file Affidavit-in-Opposition submitting against the Supplementary Affidavit from the Complainant, if any, including responding to why Section 63 of the RE (R&D) Act 2016 for non compliance of the directions of the Authority issued to him vide order 1 dated 11th February 2025 and order 3 dated 23rd June 2025 and that he abided in accordance with Section 3, 4, 11,14 of the RE (R&D) Act 2016 enclosing the certified copy of the Registration Certificate issued from this Authority upon application submitted by the respondent for execution and the construction of the said project ,within **2 (two) weeks** to the Complainant as also the Authority both in hard copy and soft copy.

Fix after **6 (six) weeks** for further hearing and order.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority