

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

Complaint No.WBRERA/COM000606

Mrs. Bhagawati Rungta Complainant

Vs.

MKHS Housing LLP..... Respondent

Sl. Number and date of order	Order and signature of the Officer	Note of action taken on order
01 24.09.2024	<p>Complainant Bhagawati Rungta (Mob. No-9431123154, E-mail Id: krishnalalrungta@gmail.com) is present in the online hearing filing hazira through email.</p> <p>Respondent is absent in the online hearing despite due service of hearing notice to the Respondent through speed post and also by email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Respondent has sent an email communication dated 23.09.2024 stating that they could not take action regarding the email containing the notice of hearing from this Authority dated 20.09.2024 nor they were able to engage the lawyer to appear on behalf of them in this matter. They prayed for adjournment of this matter. Additionally they prayed for physical copy of the Complaint Petition along with all annexure submitted by the Complainant.</p> <p>Let the said email communication of the Respondent be taken on record.</p> <p>Heard the Complainant in detail.</p> <p>The fact of the Complaint Petition is that-</p> <ol style="list-style-type: none">1. The Complainant is a senior citizen and a permanent resident of Chirkunda, having Aadhar No. 2179-5001-0460, PAN: ABNPR1898M and having house premises at her husband's ancestral property at Chirkunda living permanently residing with her husband and children.2. That the opposite party members are promoter save and except M/s. SMC India Limited, mentioned at Sl. No. 8, is the owner of the said property and by a power of Attorney dated 22.11.2013 the owner has appointed the Developer M/s. MKHS Housing LLP, as its lawful attorney and empowered the Developer to do all acts, things an deeds in relation to develop the entire land by constructing the sand complex and to all acts, things an deeds in relation to develop the entire land	

by constructing the said complex and to sell various saleable or carpet area out of the developer allocation and also a development agreement was also executed on 22.11.2023 in between M/s. SMC India Ltd., and M/s. MKHS Housing LLP and hence all are jointly and severally liable in this complaint transactions.

3. That in the year 2013 the complainant booked a flat in the residential project offered by M/s. Sankalp Heights Pvt. Ltd., on the basis that the Complainant would get a demarcated built area measuring 1177 sq.ft. residential flat @Rs.1600/-per sq.ft. in their new upcoming project "The Mounthill Onex - The Rain forest" to be constructed in Mouza Bishnupur, P.S. Rajarhat Bishnupur 2 No. Gram Panchayat, Dist - 24 Parganas (WB), subject to the payment of Rs.21.00 lacks in advance which will be finally settled at the time of delivery of the Flat. Further it was also assured that the market launch price for the said project i.e. "The Mounthill Onex - the Rain Forest" would not be below a sum of Rs.2800/- per sq.ft. (base price) and if the said project will be launched below Rs.1800/-per sq.ft., then in such circumstances the Complainant will be proportionately allot the difference of area due such valuation price at the rate of Rs.1600/-per sq.ft.
4. That on belief and trust the Complainant paid Rs.21,00,000/- paid through cheque vide no. 12001 dated. 09.05.2013 of ICICI Bank, Chirkunda Branch in favour of M/s. Sankalp Heights Pvt. Ltd.
5. The later on in May 2014 the Complainant came to know through Sri. Manish Kankaria, the Director of M/s. Sankalp Heights Pvt. Ltd., that the said upcoming project "the Mounthill Ones - The Rain Forest" will be launched by their sister concern M/s. MKHS Housing LLP instead of M/s. Sankalp Heights Pvt. Ltd., and he is also a designated Partner of M/s. MKHS Housing LLP and requested not to feel otherwise and to send a letter of intent in the prescribed form so that the Memorandum of Understanding may be executed in between the Complainant and M/s. MKHS Housing LLP at the earliest and further assured that he would make the necessary arrangement for the transfer of the payment of consideration money amounting to Rs.21.00 lakhs from the account of M/s. Sankalp Heights Pvt. Ltd. to the account of M/s. MKHS Housing LLP and would be treated as payments in the account of M/s. MKHS Housing LLP at the same terms and conditions.
6. That on getting firm assurance and on good faith the Complainant sent the Letter of Intent to M/s. The Rain Forest, MKHS Housing LLP In May 2014.
7. That the complainant had also entered in to an MOU with M/s. MKHS Housing LLP on 16.08.2014 on acknowledging Receipt of Rs.21.00 lacs to sell demarcated super built up area measuring 1177 sq.ft in its new upcoming project being the residential complex named "The Mounthill Onex - The Rain Forest" comprising of cluster new residential complex/commercial building to be constructed in Mouza Bishnupur, J.L. No. 44, P.S. Rajarhat Bishnupur 2 No. Gram Panchayat, Dist - 24

Pgs. The Xerox copy of MOU with M/s. MKHS Housing LLP is annexed here with and marked with annexure-4.

8. That the Complainant had got an invitation card along with a Floppy Disk through post on the occasion of the Grand launch of the Rain Forest Park at Rajarhat to be launched on 9.05.2015.
9. That further Opposite Party proposed that the Land owner SMC India Limited along with Developer M/s. MKHS Housing LLP want to enter into an agreement with Complainant to avoid further complication and the copy of the Agreement covered with a Non Judicial Stamp Paper bearing No. 02AB 816667 dated 12.11.2016 was served to the Complainant in Nov'2018 to read and understand the contents of the Agreement minutely and to come at Corporate Office c/o Mounthill Realty Private Limited, next to Hyatt Regency between Gate No. 1 & 2, Salt Lake Stadium, Salt Lake City, Kol- 98.
10. That the husband of the complainant as her representative had visited the project site in Jan'2022 and was badly disappointed to see the status of the project and first time came to the conclusion to believe that the Opposite Party members have no intention rather capability of completing the project and there is also no possibilities to completion of the project in near future, but all their assurances and statement were just an excuse. In fact they want to somehow extort money as after accepting full and final payment introducing new Agreement with drastic enhancement cost of the flat and knowingly did not fulfill their contractual obligation even after so many years have passed rectification not done.
11. That being aggrieved for keeping in oblivion, non-execution of the agreement and negligence in completion of the project, the Complainant has several times asked to refund of Rs.21.00 lacs together with interest and damages.

The Complainant prays before the Authority for the relief to refund the entire amount of **Rs.21,00,000/-** alongwith statutory interest to the Complainant.

After hearing the Complainant, 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:-

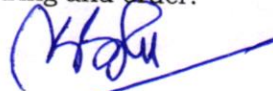
The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested copy of supporting documents and a signed copy of the Complaint Petition and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and scan copies, within **21 (twenty-one)** days from the date of receipt of this order of the Authority by email.

The Complainant is also directed to submit in a Tabular Form all the payments made by her chronologically specifying the date, amount, money

receipt number, if any, and the total amount paid by her in the said table in her Affidavit.

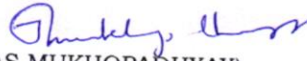
The Respondent is hereby directed to submit their Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested copy of supporting documents, if any, and send the Affidavit (in original) to the Authority serving a copy of the same to the Complainant, both in hard and scan copies, within **21(twenty one)** days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **07.04.2025** for further hearing and order.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)
Member

West Bengal Real Estate Regulatory Authority