

REAL ESTATE REGULATORY AUTHORITY, ASSAM
JAWAHAR NAGAR, NH-37, GUWAHATI-781022
Email id : info@reraassam.org.in PhoneNo. 0361-2962598

Case No	: RERA/ASSAM/COM/2021/52
Name of the Complainant	: SHRI AJIT KUMAR BHUYAN
Name of the Respondent	: 1. MASCOT ENTRADE Pvt. LTD 2. DIRECTOR, SANJAY KUMAR BAJAJ
For the complainant	: Shri Simanta Das (Advocate) etc.
For the respondent	: Shri Rishab Bajaj, Authorized Signatory
Order passed by	: Mr. P.K.BORTHAKUR, CHAIRPERSON, RERA, Assam
Date of Judgement	: 15.10.2025

JUDGEMENT AND ORDER

1. This complaint petition is filed by Shri Ajit Kumar Bhuyan (To be referred to as the complainant in short herein after) against M/S Mascot Entrade Pvt. Ltd and its director Shri Rishab Kumar Bajaj (To be referred to as the Respondents herein after in short).
2. The complaint is based on alleged violation of a registered Deed of Agreement for Sale of a residential flat dated 01.11.2016 with the respondent for the purpose of purchasing a 3 BHK flat measuring about 1858 sqft Super Built up Area being Flat No 3C on the 3rd Floor of the building known as "MASCOT RESIDENCY" including one covered car parking space and common facilities together with undivided proportionate share of the said land of the aforesaid building at a total consideration of Rs 65,03,000/- (Rupees Sixty Five Lakh Three Thousand only) excluding VAT/ST.
3. The complainant asked for the following reliefs in his petition:
 - a) Declaration that the complainant is the lawful owner of the residential flat measuring about 1858 sq ft Super Built up Area being Flat No 3C on the 3rd Floor of the building; and/or
 - b) Declaration that the respondent is liable and bound by the agreement dated 01.11.2016 thereby calling upon them to specifically perform the agreement dated 01.11.2016 conveying the schedule mentioned below in favour of the complainant and if the respondent do not perform the same within a specified date fixed by the court the same be does through this Hon'ble Authority; and/or

- c) Payment of compensation of Rs. 20 lacs for causing mental harassment and agony to the complainant; and/or
 - d) The cost of the proceeding; and/or
 - e) Any/or pleased to pass such further or other order or orders as your Honour may deem fit and proper.
4. The respondent no. 2 i.e. the Director, Shri Sanjay Kr Bajaj filed his written statement dated 07.01.2022 whereby he vehemently opposed the claims made by the complainant.
 5. The respondent no. 2 the Director in his written statement stated that the complaint petition is not maintainable in the present form as because M/S Mascot Entrade Pvt. Ltd has not been impleaded in the present complaint petition as one of the ops and as such the complaint petition is liable to be dismissed in limine.
 6. The respondent No.2 further stated that he is only one of the directors of the said company and he is not a builder cum developer but it is the company who is the builder and developer and rest of the averments are matters of record and the complainant is put to strict proof thereof.
 7. The respondent No.2 further stated that the complainant forcibly and illegally entered the flat no. 3 C without paying the balance amount. The Director further stated the NOC was obtained by the builder on 18.08.2011 and RERA came into force in Assam w.e.f. 06.05.2017 and the present case does not fall within the jurisdiction of RERA Act, and as such the complaint petition is not maintainable and the same is liable to be dismissed.
 8. The respondent further stated that as per clause 45 of the Agreement aforementioned the complainant agreed to pay extra charges as below:
 - a. ASEB Load Security, Meter Cost and Transformer cum installation charges
 - b. GMC Holding Number and tax Assessment Expenses and Deposit
 - c. Service Tax, Value Added Tax and other duties as applicable
 - d. Cost of formation of building society
 - e. Maintenance charge of Rs 30 per sqft for the first 12 months of maintenance
 - f. Security Deposit of Rs 25 per sqft
 - g. Increased cost duty to any variation or extra works done at the instance of the purchaser
 - h. All Penalty, surcharge, interest cost, charges and expenses arising out of any delay, default or negligence on the part of the purchaser in

payment of all or any of the aforesaid rates, taxes, imposition and/or outgoings proportionately or wholly as the case may be.

9. The respondent No.2 prayed for the following reliefs to be granted to him:

- i. The ejectment of the complainant from the flat no 3C of the 3rd floor of the "MASCOT RESIDENCY" as described in the Schedule-A below and from flat no. 1B as described in the Schedule-B below along with all the men and materials of the complainant from flat no. 3 C and 1B;
- ii. Permanent injunction restraining the complainant, his servants, employees, workmen, agents and bodyguards not to re-occupy the flat no 3C and 1B after their eviction;
- iii. For realisation of compensation for illegally occupying the flat no 1B as described in the Schedule –B below to pay compensation of Rs 20,000/- per month along with the electrical charges as claimed in para 20(p) and (q) of the written statement.
- iv) Any other relief or reliefs to which th O.P. is entitled to law and equity;

v) Cost of this suit

10. On 16.12.2024 The Authority passed the following directions to the respondent to submit:-

1. Building progress report physical and financial certified by project Engineer and Chartered Accountant.
2. Certificate by Chartered Accountant regarding total amount of fund received from the complainant for purchase of the flat.
3. Lift installation report.

11. The promoter submitted a building progress report dated 17.01.2025 submitted by En. Diksha Saikia stating that the Mascot Residency project is ready for handover. Post-installation of the lift and transformer charging, the building will be eligible for the Occupancy Certificate. Regular monitoring and swift action on pending tasks will ensure timely project completion.

12. As per para (59) of the deed of agreement for sale dated 01.11.2016 subject to certain allowances to be made for extension of the date under certain conditions as provided in the said agreements for sale.

13. The promoter further submitted a certificate from Chartered Accountant M/S Deepika Agarwal & Associates certified that M/s Mascot Entrade Pvt. Ltd has received a sum of Rs 40,35,00 (Rupees forty Lakh thirty five thousand) from Shri Ajit Kr Bhuyan as advance against the sale of the project named "MASCOT RESIDENCY" being developed by the company.
14. This was also recorded in order 20.01.2025 passed by this Authority. The Authority also ordered that " The complainant will clear the necessary dues to the respondent in terms of the agreement for sale".The Authority noted on this date that, the main issue in this case is that as per the payment schedule total cost of the flat is Rs 73,03,000/-/- including cost of parking lot and ancillary charges out of which Rs 40,35,00/- has been paid and so the remaining amount is not yet paid.
15. On 03.03.2025 the Authority ordered that the complainant is given one more chance to clear all the dues as per the agreement within one month time from the date of this order.

The respondent submitted that "no further payment has been received from the complainant".
16. It is on record that RERA registration certificate was issued on 08.09.2025 with R.C. no RERAA KM 95 of 2025-2026 against the project in question i.e. "MASCOT RESIDENCY". As such the contentions made by the respondents that the complaint is not triable by RERA is without any valid ground.
17. As against the objections raised by the respondent no 2 i.e Shri Rahul Bajaj, the Director it is on record that the promoter company i.e. M/S Mascot Entrade Pvt. Ltd has been made the respondent no 1 in the complaint petition and as such the objection made on this ground is not tenable.
18. It is not disputed by the complainant that full and final payment towards the cost of the flat in question in terms of the agreement for Sale entered into on 01.11.2016 has not been made.
19. The complainant is already in possession of the flat in question
20. It is a undisputed fact that full sale consideration has not been paid by the complainant to the promoter. In this regard the Apex Court in a catena of judgements has held that if the sale consideration is not paid, the sale is not complete and the title does not pass to the purchaser and a Sale Deed executed without payments of consideration is not a valid conveyance of title, even if registered.

21. It is further noted that a payment schedule has been provided to the complainant by the promoter which provides the following:

- a. Actual cost of the Flat : Rs 65,03,000 Lakh
- b. Parking Lot cost : Rs 3,00,000 Lakh
- c. Ancilliary Charges (approx.)Rs 5,00,0000 Lakh

Total : Rs 73,03,000 Lakh

(Rupees Seventy-Three Lakh Three Thousand) only)

At the time of booking Rs 1,00,000 Lakh vide ch. No. 000003 dated 15.10.2016 of HDFC Bank, Rs 9,00,000 lakh vide ch no 000004 dated 02.11.2016 of HDFC Bank & Rs 27,00,000 Lakh vide ch. No xxxxxx dated xx/xx/xxxx of HDFC Bank

2. At the time of execution of the Agreement for sale: Rs 34.22,850/-

3. At the time of possession i.e 5% : Rs. 73,03,000/-

(Rupees Seventy-Three lakh three thousand)

Thus it is clear the said payment schedule provided that the payment of Rs 34,22,850/- will be made at the time of execution of Agreement of Sale.

That unless the entire amount due under this agreement is paid by the purchaser, the VENDOR shall not be liable to register the sale deed in favour of the purchaser.

22. Considering the above facts and circumstances of the case under consideration and submissions made by both the parties in support of their claims, and counter – claims, it is hereby ordered that the complainant will intimate in writing to the promoter as to when and how he will make the balance payment including ancillary service to the promoter. On receipt such intimation the promoter will arrange for execution of a sale deed in favour of the complainant for the flat in question which is already under possession of the complainant. The said process will be completed within 3 months from the date issue of this order.

23. As regards the relief sought by the complainant in terms of compensation of Rs 20,00,000/- and mental harassment and agony to the complainant the matter being under jurisdiction of the

Adjudicating Officer of this Authority. The complainant may file separate petition on this point if so desired.

24. As regards the counter claim made by the promoter against the complainant it is not considered necessary to pass any specific directions in this regards in view of the directions issued by the Authority as above.

The compliant is disposed off in terms of the above order.

No order as to cost.

Sd/-
(P.K.Borthakur)
Chairperson

Memo No. RERA/ASSAM/COM/2021/52/

Dated: 15.10.2025

Copy to:

1. Website i/c, RERA Assam to upload the order.
2. Office Copy.

Registrar
Real Estate Regulatory Authority
Assam, Guwahati-22