

**REAL ESTATE REGULATORY AUTHORITY, ASSAM**  
**JAWAHARNAGAR, KHANAPARA, GUWAHATI-22**  
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Case No : RERA/ASSAM/COM/2025/02  
Complainant : Shri Mani Pranjal Saikia  
Respondent : M/s Aradhya Builders and Developers  
(Mampi Gogoi)  
Date of hearing : 13/5/2026  
Order passed by: Shri Paban Kr. Borthakur, Chairman, RERA,  
Assam

## **Judgement and Order**

### **1. Introduction**

The present complaint has been filed by the complainant seeking various reliefs in respect of a flat purchased under an Agreement for Sale dated 04.11.2015 executed between the complainant and the respondent firm.

The complainant is represented by learned Advocates Debashis Nandi and Burhan Uddin Laskar.

The respondent is represented by learned Advocates P.K. Sharma, A. Borpuzari, and N.D. Sarma.

### **2. Facts of the Case**

As stated in the complaint, the respondent's husband, late Tridip Datta, was a builder by profession and proprietor of M/s Aradhya Builders and Developers. He expired in January 2021, prior to delivery of the flat to the complainant. After his death, Smt. Mampi Gogoi, being the legal heir and successor of late Tridip Datta, took over all responsibilities of the said project.

The complainant entered into an Agreement for Sale dated 04.11.2015 for purchase of a flat having a super built-up area of about 1332 sq. ft. for a total consideration of Rs. 25,00,000, which included the cost of one car parking space. The entire amount of Rs. 25,00,000 was paid only by way of instalments at the time of execution of the agreement. Subsequently, an additional amount of Rs. 2,50,000 was paid, making the total payment Rs. 27,50,000.

The complainant has stated that the building is complete, however, the respondent has failed to execute the sale deed and is unlawfully occupying the said flat.

A notice dated 06 February 2025 was issued to the promoter under Section 3(1) of the Real Estate (Regulation and Development) Act, 2016 for not having the project registered under RERA.

The respondent filed written statement on 16.05.2025. The complainant submitted a rejoinder to the written statement. Written arguments were filed by the complainant on 12 March 2026.

Adjournment costs of Rs. 5,000 on 23 June 2025 and Rs. 5,000 on 22 October 2025 were imposed on the Respondent. Since these amounts were not paid, recovery of Rs. 10,000 was ordered through the District Commissioner. Further, adjournment cost of Rs. 15,000 was imposed on 21 January 2026 on the Respondent.

### **3. Reliefs Sought**

- a) Execution and registration of the sale deed along with car parking
- b) Handing over vacant possession of the flat with amenities
- c) Compensation for delay in delivery/possession
- d) Cost of filing the complaint
- e) Appointment of Adjudicating Officer
- f) Punishment for non-compliance of Section 3 of the Act
- g) Refund of Rs. 2,50,000 additionally taken

### **4. Submissions of the Respondent**

The respondent submitted that “Aradhya Apartment” was started and completed by late Tridib Dutta on 04.10.2018, who expired on 18 January 2021.

After his death, difficulties arose in registration of flats. Sale deed was executed in favour of Sri Rikheshwar Saikia after verifying full payment. However, based on a complaint by Dipankar Kharghari, the Senior Sub-Registrar, Jorhat stopped registration of flats.

The respondent further stated that the complainant had booked Flat No. 5B, Block I but later requested exchange with another flat. Documents were executed but are now untraceable. It was requested that the complainant be directed to produce such documents.

The respondent denied that full payment was made.

## **5. Rejoinder**

The complainant denied the allegation of exchange and stated it is false. He reiterated that Rs. 27,50,000 was paid through bank transfer.

## **6. Findings**

6.1 It is an undisputed position on record that an Agreement dated 04.11.2015 was executed between the parties.

6.2. The complainant has placed on record certain documents including a loan approval from HDFC Bank for an amount of Rs. 20,00,000, along with documents indicating payment of EMIs and interest. The complainant has also relied upon a series of WhatsApp communications exchanged between the parties.

6.3. However, upon careful consideration, it is observed that the material produced by the complainant does not present a clear and cogent account of the payments allegedly made. The WhatsApp communications, though voluminous, do not conclusively establish the amounts paid on specific dates and, instead, create ambiguity in the absence of a structured and verifiable statement of payments.

6.4. Notably, no certificate or authenticated statement from the bank indicating the total disbursed amount and payments made towards the respondent has been furnished. Further, the complainant has failed to produce proper receipts substantiating the alleged total payment of Rs. 27,50,000. The claim regarding

payment of an additional amount of Rs. 2,50,000 has also not been satisfactorily explained or supported by documentary evidence.

6.5. On the other hand, while the respondent has denied receipt of full and final payment, the respondent has equally failed to provide a clear account of the amount actually received and the balance amount, if any, still due from the complainant.

6.6. It is also observed that there is no material on record indicating that an Occupancy Certificate has been issued by the competent authority, notwithstanding the claim that construction of the unit stands completed.

6.7. In view of the above, this Authority is of the considered opinion that the complainant has failed to establish that full and final payment of the agreed consideration has been made. Nevertheless, it stands established that certain payments have indeed been made by the complainant to the respondent.

## **7. Order**

7.1. The complainant is at liberty to file a separate claim for compensation before the Adjudicating Officer under the provisions of the Real Estate (Regulation and Development) Act, 2016, in the prescribed Form 'N', if so advised.

7.2. Insofar as the alleged violation of Section 3 of the Act is concerned, it is noted that separate proceedings have already been initiated and are being dealt with independently in accordance with law.

7.3. In view of the findings recorded in Paragraph 6, this Authority holds that the complainant has failed to establish full and final payment of the agreed consideration. Further, there is no material on record regarding issuance of the Occupancy Certificate, nor any categorical statement to that effect has been made.

7.4. It is noted that adjournment costs amounting to Rs. 25,000 were earlier imposed upon the respondent. However, considering that the complainant has failed to substantiate his claim, same cost of Rs. 25,000 is now imposed upon the complainant as cost of litigation, payable to the respondent, subject to the

condition that the complainant has already received the earlier adjournment costs from the respondent.

7.5. Consequently, any certificate issued to the District Commissioner for recovery of the said amount shall stand withdrawn, if the same has not already been executed.

## **8. Directions in the Interest of Justice**

8.1. Notwithstanding the findings recorded hereinabove, and in the interest of justice, the complainant shall, within a period of one month from the date of issuance of this Order, furnish to the respondent all necessary documentary proof in support of the payments allegedly made towards the purchase of Flat No. 5B, Block I. Such claim shall be duly supported by a certificate issued by a practicing Chartered Accountant, clearly indicating the amounts paid, dates of payment, and mode of payment.

8.2. Upon receipt of such documents and certificate, the respondent/promoter shall give due consideration to the same and, within a period of one month thereafter, communicate to the complainant a detailed statement of account. The said statement shall indicate: (i) the total amount received from the complainant; (ii) the amount due and payable, if any, under the Agreement for Sale dated 04.11.2015; and (iii) the basis of such computation. The statement shall also be supported by a certificate issued by a practicing Chartered Accountant.

8.3. The complainant shall, upon receipt of the demand/intimation from the respondent as referred to in Clause 8.2, make payment of the outstanding amount, if any, in full within a period of one month from the date of receipt of such demand.

8.4. Upon receipt of full and final payment, the respondent/promoter shall take necessary steps for execution and registration of the Sale Deed in favour of the complainant in respect of the subject flat and shall also hand over possession of the same within a reasonable time frame, subject to compliance with all statutory requirements, including issuance of the Occupancy Certificate by the competent authority.

8.5. The respondent/promoter is restrained from alienating or transferring the flat in question in favour of any third party, except in accordance with the

provisions of Section 11(5) of the Real Estate (Regulation and Development) Act, 2016.

8.6. Accordingly, the complaint is disposed off. However, liberty is granted to either of the parties to approach this Authority under Section 31 of the Real Estate (Regulation and Development) Act, 2016, if so required, in the event of subsequent developments relating to the issues adjudicated herein.

Place: Guwahati

Date 13.05.2026

Sd/-  
(P. K. Borthakur)  
Chairman  
RERA Assam