

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

Complaint No. WBRERA/COM000669

Subhashis Das..... Complainant

Vs

DTC Projects Private Limited.....Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 31.01.2024	<p>Complainant is present in the online hearing filing hazira through email.</p> <p>Mr. Sumit Koley, Legal Manager (Mob. 70003895093 & email Id-sumit.k@dtcgroup.in), being Authorized Representative of the Respondent is present in the online hearing on behalf of the Respondent filing hazira and authorization through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant he had applied for booking of a Flat at 'DTC Capital City, Rajarhat' project of the Respondent on 28.06.2023, through N K Realtor, being the marketing company. The total unit consideration was Rs.64,99,2014/-out of which Rs.6,22,783/-has already been paid till date. He was allotted unit no. F13 in tower 10 of the said project vide booking letter dated 11.07.2023.</p> <p>The Complainant had applied for housing loan from IDBI Bank Ltd and during the processing of the loan, he was informed that there is some discrepancy with the title of the project. The Respondent did not provide necessary documents for carrying out the legal searching as the documents uploaded in RERA do not clearly establish the devolution of the title prior to 2019. In spite of several follow-up the Respondent failed to provide the documents and therefore the Complainant vide mail dated 02.11.2023 was forced to cancel his booking and requested for refund of the entire amount paid amounting to Rs.6,22,783/-.</p> <p>During the time of cancellation, the Complainant was informed that in case of cancellation 10% of the flat value will be forfeited. The Complainant stated that he was not made aware of such draconian clause and secondly he has not yet signed and returned the booking letter to DTC nor has their being any registered agreement with DTC till date regarding</p>	

his unit. Thus forfeiting of Rs.6,22,783/- is totally unjust on behalf of the Respondent.

In this Complaint Petition, the Complainant prays for the following reliefs:-

Since from November 2022 to November 2023, DTC has not been able to provide the relevant documents establishing the devolution of title prior to 2019, He has cancelled his booking and want refund of the entire amount paid of Rs.6,22,783/- as well as appropriate compensation for the harassment faced due to unethical practice and misrepresentation of facts.

After hearing both the parties, 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 his Complaint Petition on a Notarized Affidavit, giving therein in a tabular form all the payments made by the Complainant chronologically specifying date and amount of payment, annexing therewith notary attested /self-attested 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 soft copies, within **15 (fifteen)** days from the date of receipt of this order through email.

The Complainant is further directed to send a scan copy of the Affidavit with annexure to the Authorized Representative of the Respondent in his above mentioned email id.

The Respondent is hereby directed to submit his Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested 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 soft 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.

Inspite of the above directions, both the parties are at liberty to mutually settle the issues between them by amicable discussions and if they arrive at a mutual settlement, they shall submit a Joint Notarized Affidavit signed by both to the Authority, containing the terms and conditions of the mutual settlement and send the Affidavit (in original) to the Authority, before the next date of hearing and Respondent shall take initiative in this regard.

Sd/-

(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority

Sd/-

(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority

Sd/-

(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority

Certified to be true copy.

date

31.01.2024

Special Law Officer

West Bengal Real Estate Regulatory Authority