

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

Complaint No. WBRERA/COM000240

Bibek Sethia and Sushma Sethia..... Complainants

Vs.

Siddha Infradev LLP..... Respondent

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 <u>29.11.2023</u>	<p>Complainant is present alongwith his Advocate Mr. Ritwik Saha in the online hearing filing hazira and Vakalatnama, as the case may be, through email.</p> <p>Mr. Gopal Krishna Lodha, Chattered Accountant is present in the online hearing as Authorized Representative of the Respondent filing hazira and authorization through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant, they were allotted Apartment No. SS/01/3102 in the Project 'Siddha Sky' being developed and constructed by the Respondent. The Respondent has accepted amounts in excess of 10% of the Total Price of the said Apartment without registering an Agreement for Sale and continues to illegally raise demands for installments of the Total Price against the said Apartment and harass and intimidate the Complainants into making payment for such installments. The Respondent continued to threaten cancellation of the provisional allotment in respect of the said Apartment. Additionally, the Respondent has delayed handing over of possession of the said Apartment since December 2022 up to the date hereof.</p> <p>The Complainant prays for following reliefs before the Authority –</p> <p>(1) To direct the Respondent to take necessary steps to present said Agreement for Sale dated 7th February, 2020 for registration before the appropriate registering authority to rectify violation of Section 13 of the Real Estate (Regulation and Development) Act 2016; and</p> <p>(2) To direct the Respondent to refund the amount of Rs.</p>	

2,25,04,413/- together with interest thereon, being the amount received in excess of 10% of the Total Price of the said Apartment, and thereby received in violation of Section 13 of the Real Estate (Regulation and Development) Act, 2016; and

(3) To direct the Respondent to withdraw all demands for amounts in excess of 10% of the Total Price of the said Apartment, as such demands were raised in violation of Section 13 of the Real Estate (Regulation and Development) Act 2016; and

(4) To direct the Respondent to pay litigation cost; and

(5) To direct the Respondent to pay interest on account of delay in handover of possession till the date the possession of the said Apartment is handed over to the complainants in terms with Section 18 of the Real Estate (Regulation and Development) Act 2016; and

(6) To direct the Respondent to reimburse the Complainants the monthly rent being paid by them on and from January, 2023 till the month of actual handing over of physical possession of the said Apartment; and

(7) To impose applicable penalty on the Respondent in terms of Section 61 of the Real Estate (Regulation and Development) Act, 2016.

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:-

Let Mrs. **Sushma Sethia** be included as Joint Complainant in the present matter because she is the Joint Allottee alongwith Mr. Bibek Sethia in the present matter and henceforth in all the records of this matter her name shall be included as a Joint Complainant.

The Complainant is directed to submit his total submission regarding his 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 original Affidavit 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 of the Authority through email.

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 original affidavit 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.

Both the parties are directed to attach with their Affidavit, authenticated / self attested photocopies of all relevant communication between themselves and specifically mention with relevant documents that why the Agreement For Sale has not been registered in due time.

Till disposal of this matter, no cancellation of the allotment or the Agreement For Sale shall be done by the Respondent.

Inspite of these above orders, both the parties shall be at liberty to try for mutual settlement of the issues between them by amicable discussions. If they arrive at a mutual settlement, a **Joint Affidavit** signed by both containing the terms and conditions of the mutual settlement shall be sent to the Authority before the next date of hearing.

Fix **08.02.2024** for further hearing and order.



(SANDIPAN MUKHERJEE)

Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority