

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

Complaint No.WBRERA/COM 001834

Suraj Shaw..... Complainant

Vs

Siddha Waterfront..... Respondent 1

Sanjay Jain..... Respondent 2

Chandra Prakash Jain..... Respondent 3

Siddha Builders LLP and Ors..... Respondent 4

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 22.04.2026	<p>Complainant, Suraj Shaw along with Learned Advocate, DhruvaBrataBasu and Learned Advocate, Subanshu Shaw are present physically in the hearing, signing the attendance sheet. They are directed to file their Vakalatnama immediately.</p> <p>Respondent, is represented by Chartered Accountant, Gopal Krishna Loddha being the Legal Representative appeared through online mode, filing his Hazira.</p> <p>The Learned Advocate of the Complainant stated that the instant Complaint relates to the handover/possession of his client's Commercial Unit No. COMBLK/SHOP/GR-1 on the Ground Floor, in the commercial block of "SIDDHA WATERFRONT" Complex which has been delayed from 31st March, 2023 in breach of the contract, being the registered Agreement for Sale by 1. Siddha Waterfront L.L.P., 2. Siddha Builders L.L.P in spite of accepting installments from his client from time to time. The respondents had failed to handover possession in terms of the contract and also refused to pay any compensation to the complainant for their delay and non-performance of their contractual and statutory obligation. The learned advocate for the complainant further submitted that the respondents has not registered their project under dispute with the WBRERA Authority. The Learned Advocate of the Complainant stated that complainant had booked the Commercial Unit No. COMBLK/SHOP/GR-1 on the Ground Floor, in the commercial block of "SIDDHA WATERFRONT" Complex and allotment of the said commercial unit had been done by the respondents vide allotment letter dated 19th September, 2022. Subsequently on 18th October, 2022 the respondents had executed with the Complainant Agreement for Sale on the terms and conditions stated in the said agreement for sale, wherein it was contracted that the project Completion Date will be</p>	

31st march, 2023 and the Complainant will be provided with the said commercial Unit within the completion date. The total consideration of the said commercial unit was mutually agreed and contracted at Rs. 16,09,166/- (Rupees Sixteen Lacs Nine Thousand and One Hundred Sixty-Six only) together with Extra Charges Of Rs. 64,746/- and taxes Rs. 87,084/- Totaling to Rs. 17,60,996/- (there is a difference of Rs. 34/- between AFS and Cost Sheet) for the said Unit and appurtenances. The payment plan was construction linked and the Complainant had admittedly paid all installments as per the demands or as per the stages of constructions. The Complainant admittedly had paid the respondents an amount of Rs.17,08,546/- (including legal and Misc. Charges) .On 18th August, 2023 registered Agreement for Sale was executed and registered with the respondent for sale of the said commercial unit to the Complainant wherein the respondents once again admitted and undertake to complete and handover the said commercial unit to me within 31st march, 2023. That in terms of the Agreement for Sale, the complainant is to pay the installments as per the Payment Plan but in spite of making payments in terms of the payment plan and an additional payments of Rs.3,00,000/- on 08th July, 2023, 20th July, 2023 and 1st August, 2023 respectively , the respondents neither had handed over possession nor paid any interest on the total amount paid and additional amount of Rs.3,00,000/- to the complainants for their delay beyond 31st March, 2023. That in spite of receipt of all the payments including legal charges for registration of the Deed of conveyance the respondents had neglected and failed to handover the possession of the said commercial unit to the Complainant till date and further failed to execute and register a Deed of Conveyance in the Complainant favour. the Complainant continued to persue and follow up, multiple times, between the period 31st March, 2023 to till date, writing mails to the concerned respondents , for handover of the possession of the said commercial unit to him till date and to execute and register a Deed of Conveyance in my favour, but the matter remained unresolved.

The Learned Advocate of the Complainant stated that in view of the facts mentioned above, the complainant prays for the following relief(s) as follows

1. To ensure that the commercial Unit No. COMBLK/SHOP/GR-1 on the Ground Floor, in the commercial block of "SIDDHA WATERFRONT" be immediately handed over to him as agreed upon by execution of the agreement for sale between parties and Deed of Conveyance be executed and registered immediately in his favour.
2. The respondents to pay compensation for the entire delay in handing over possession beyond 31st March, 2023.
3. The respondents to pay interest on the total amount paid of Rs. 17,08,546/- (including legal and Misc. Charges) to the complainant for their delay beyond 31st March, 2023.
4. The complainant may be allowed to pay the balance consideration amount if any after adjustment of his legitimate compensation, interest etc. at the time of handing over and registration of the Deed of Conveyance in his favour.
5. The respondents may be called upon to do the registration of the commercial

block where the complainant had booked his commercial unit with the RERA Authority, with immediate effect in default. The RERA Authority may impose cost and penalty upon the respondents for non-registration of the commercial project where the complainant had booked his unit, under Section 3 of the West Bengal Real Estate (Regulation and Development) Act, 2016.

The Learned Advocate of the Complainant prays for the following Interim Reliefs as follows

1. To issue Injunction restraining the respondent from not to creating any encumbrances or third party interest over the said commercial Unit No. COMBLK/SHOP/GR-1 on the Ground Floor, in the commercial block of "SIDDHA WATERFRONT" till final disposal of the instant complaint,
2. Show causes the respondent and directs the respondents to immediately register the commercial block of Siddha Waterfront project where the complainant had booked his unit.

Respondent represented by Chartered Accountant, Gopal Krishna Loddha being the Legal Representative submitted that except the complainant's complaint filed in Form M he has no other access to any relevant documents to submit into the instant complaint and requested for providing with the relevant documents to reply to the instant complaint.

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: -

- A. The Complainant is directed to submit his total submission regarding their Complaint Petition on a Notarized Affidavit 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 **14 (fourteen) days** from the date of receipt of this order of the Authority by email.
- B. 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 supporting documents, if any, and also copy of RERA Registration Certificate and Completion Certificate of the Project, and send the same (in original) to the Authority serving a copy to the Complainant, both in hard and soft copies, within **14(fourteen) days** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.
- C. The Authority hereby directs upon the Respondents and issue Injunction restraining the respondents from not to creating any encumbrances or third party interest over the said commercial Unit No. COMBLK/SHOP/GR-1 on the Ground Floor, in the

bock of "SIDDHA WATERFRONT" till further order or disposal of the instant complaint.

Fix after **4(four) weeks** for further hearing and order.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority