

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

Complaint No. WBRERA/COM000710

Alok Kumar Jalan..... Complainant

Vs

Simoco Systems and Infrastructure Solutions Limited.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 11.07.2024	<p>Advocate Mr. Rahul Poddar (Mob. No. 9748921386 & Email Id: legal@rahulpoddarandcompany.com) is present in the online hearing on behalf of the Complainant filing hazira through email. He is directed to send his vakalatnama immediately to the Authority through email after today's hearing.</p> <p>Legal Executive Smt. Laxmi Biswas (Email Id: laxmi.biswas@simoco.net & Mob. No.9818665867) being Authorized Representative of the Respondent Company 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 Complaint Petition:-</p> <ol style="list-style-type: none">1. By virtue of Sale Agreement dated 28.04.2015, entered into between Respondent Promoter Company Simoco Systems & Infrastructure Solutions Limited and the Complainant, he had agreed to purchase the flat no. 5A on the 5th floor, Block – B234, having super built up area of 916 sq.ft. at Satuli, P.S. Kashipur, under Bhawanpur Gram Panchayat, South 24-Pgs alongwith a car parking for 4 wheeler in the project named "SANHITA" at a total consideration of Rs.17,74,890/-.2. In terms of the said agreement, the Respondent was under an obligation to construct and complete the said unit within 36 months with a grace period of 6 months, which expired on October, 2018.3. The Complainant has made payment of Rs.18,57,212/-being a sum more than the agreed consideration amount as per the demands raised by the Respondent and in spite of agreeing to construct and deliver the said unit within October, 2018, possession of the said flat has till date neither been offered nor delivered.4. The Complainant has time and again enquired about handing over of possession of the said flat, but the Respondent failed to give any	

response and finally on May, 12, 2023, the Complainant cancelled the allotment of said flat and requested to the Respondent to refund the entire amount paid against the said flat along with prevailing market interest rate.

5. In spite of the Respondent agreeing to refund the said amount along with interest, till date, the complainant has not received the said amount.
6. In view of such failure, the Respondent is liable to refund the said amount of Rs.18,57,212/-together with interest @ SBI Prime Lending Rate +2% p.a. from the date of respective payments made till the date of final refund.

In this Complaint Petition the Complainant prays before the Authority for the following relief(s):-

The Respondent be directed to refund the entire principal sum of Rs.18,57,212/-together with interest @SBI PLR +2% per annum from the date of respective payments made till the date of final refund.

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 their 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 Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and scan copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Complainant is directed to send a scan copy of his affidavit alongwith annexure also to the email Id of the Legal Executive of the Respondent, as mentioned above.

The Complainant is further directed to provide in a Tabular Form chronologically the payments made by him specifying date and amount and money receipt number, if any, in the said table in his affidavit.

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 copy of 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 scan 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.

The **Respondent** is further directed to submit a **Refund Schedule** for refund of the principal amount paid by the Complainant alongwith interest at the

rate of SBI Prime Lending Rate + 2% from the respective dates of payments made by the Complainant till the date of realization as per RERA Act and Rules in their Affidavit specifying the date and amount and number of installments in the said Refund Schedule.

The Respondent is also directed to start payment as per their Refund Schedule and the Authority shall review the matter on the next date of hearing.

Fix **12.09.2024** for further hearing and order.



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority