

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

Complaint No. WBRERA/COM000943-CP

Vishnu Kumar Kejriwal & Hemant Kejriwal Complainants.

Vs.

Siddha Infradev LLP. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
02 08.05.2025	The Complainants, Vishnu Kumar Kejriwal & Hemant Kejriwal represented by the Learned Advocate, Gourav Purkayastha by filing Hazira which will be kept in record. The Respondent, Siddha Infradev LLP is represented by the Legal Representative, Gopal Krishna Lodha by filing Hazira which will be kept in record. The Complainants have submitted a Notarized Affidavit dated 07.4.2025, containing their total submission regarding this Complaint Petition, as per the last order of the Authority dated 07.02.2025, which has been received by this Authority on 08.05.2025. Let the said Notarized Affidavit of the Complainants be taken on record. The Respondent has submitted a Notarized Written Response dated 06.5.2025 as per the last order¹ of the Authority dated 07.02.2025, which has been received by this Authority on 13.05.2025. Let the said Notarized Affidavit of the Respondent be taken on record. Heard the Complainants in detail. The Respondent raised the question of legality of the monetary amount as demanded under HIRA or RERA when the Agreement was made in 2018 there was no RERA Act. Further the Respondent submitted that HIRA was implemented on 1st June, 2018 and the RERA on 13th January, 2023, but the Agreement was entered in the year 2016 so there was no Regulatory Authority or either Act in force ;so the demand could not be made. The Learned Advocate appearing on behalf of the Complainants drew before the Authority upon the matter submitted through their Affidavit and stated regarding the point no. pp ,page 28 of his Affidavit that the Complainants had to stay on rental accommodation when the said flat with car parking space was not allotted to the complainants and have thus suffered monetary loss.The Respondent denied the same that the intimation to fit-out possession was given	

on 18th September, 2023 before the due date of completion i.e. 30th September, 2023 so the demand is baseless.

The Learned Advocate appearing on behalf of the Complainants stated regarding the point no. qq on page 298 as mentioned in his Affidavit that the Respondents willfully ignored and/or neglected to perform its part of obligation for handing/ transferring the said flat with car parking space with the said appurtenances and club membership as per the said agreement for sale and refusing to provide all amenities as promised in the said Contract. The Respondent denied by producing the Allotment Letter of Car Parking being Annexure "2" to his Affidavit.

The Complainants demanded refund of excess of Carpet area charged by the respondent as the actual measurement is less than the charged amount. The Respondent denied by submitting that there is an architectural certificate of the project as certified that there is no shortfall in the Carpet Area and the Respondents have submitted the said Certificate as Annexure 3 to his Affidavit. The Respondent stated that the question of refund the excess consideration of Rs.95,213/- for deficiency in Carpet Area does not arise at all.

The Complainants' claim of GST refund as per point xx of page 30 of the Complainant's Affidavit was denied by the Respondent as the same is sub-judice in Case No. 10-31/2020 and no refund can be done before the finality of the said dispute.

The Learned Advocate appearing on behalf of the Complainants stated regarding the point no. ww as mentioned in his Affidavit recalculating VRV charges only on the carpet area of around 1100 sq. ft of the flat excluding Balcony, servant quarter, bathrooms, kitchen area and as GST cannot be charged on the value of Indoor unit and outdoor unit which are purchased on Maximum retail price and cause refund of extra payment collected in such respect to the tune of Rs.4,62,925/- . Respondents denied by stating that VRV system installation land pricing were clearly disclosed and acknowledged by the Complainants by side letters, agreement and email dated 15/06/2024 so the question of hidden cost or overcharge does not arise at all as the same has been made as per Agreement for Sale.

The Complainants demanded an amount towards area escalation charges of Rs.2,38,932/- along with interest as per Invoice No. SKY2324/309 dated 17.11.2023. The Respondents stated that the area escalation charges were raised by post discussion with the Complainants and it has already been accepted by the Complainants so the same can not be charged.

The Complainants' Advocate mentioned Page No. 224 of the Affidavit filed by the Complaints that till 15th April, 2024 the Flat was not handed over to the Complainants. The Legal Representative of the Respondents stated that the papers were handed over to the Complainants.

The Learned Advocate appearing on behalf of the Complainants mentioned Annexure "F" of the complaint petition about car parking space which has not been properly done. The authorized Representative of the Respondents pointed

the Annexure 2 of the Affidavit filed by the Respondents stating that in terms of Agreement dated 24.7.2025 the right to park 01 medium sized car, bearing No. GC 66 located on the Ground floor of Block 3 of the project has been allotted.

The Learned Advocate appearing on behalf of the Complainants mentioned that the Respondents have willfully ignored and/or neglected to perform its part of obligation for handing of the said flat with car parking space along with the said appurtenances and club membership as per the said agreement for sale and refused to provide all amenities as promised in the said Contract documents in the aforesaid project and thus the Respondents have created mental agony to the Complainants as he had to run from pillar to post for effectuating aforementioned transfer to the tune of Rs. 10,00,000/- on such account. The authorized Representative appearing on behalf of the Respondents stated that the Complainants have no locus standi or valid to justify the grant of any reliefs as prayed for therein. The authorized Representative for the respondent also opposed against the reliefs claimed by the Complainants in para 'rr' and 'ss' of his Affidavit for the demand of litigation cost and refunding of the excess consideration amount of Rs.95,231/- along with interest for Carpet Area Measurement deficiency of 7.5 sq. ft. He also stated that all the amenities as per agreement have been fulfilled by the Respondents and all are in operational, so no claim can be raised.

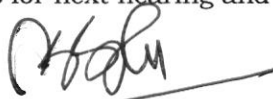
The Learned Advocate of the Complainants stated that Deed of Conveyance has been executed but the schedule is not signed by the Respondents and given to the Complainants.

The Complainants stated that they will submit concise Affidavit in short form.

After hearing both the Parties, the Authority is pleased to give the following directions:-

- a) The Complainants are hereby directed to submit concise Rejoinder Affidavit both in hard and soft copy before this Authority and to the Respondent within **2(two)** weeks after receiving the instant order; and
- b) The Respondents are hereby directed to submit Written Rejoinder on the basis of the Rejoinder Affidavit given by the Complainant within **2 (two)** weeks from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix after **6(six) weeks** for next hearing and order.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority