

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

Complaint No. WBRERA/COM001428

1. Manoj Kasera
2. Babita Kasera.Complainants.

Vs.

1. Eden Realty Ventures Private Limited.
2. Siddha Real Estate Development Private Limited.
..... Respondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 10.12.2025	<p>The Complainants, Manoj Kasera and Babita Kasera , represented by the Learned Advocate, Subhro Kanti Roy Chowdhury who appeared online at the time of hearing of the instant Complaint. He has filed hazira and vakalatnama online which shall be kept in record.</p> <p>The Respondent No. 1. Eden Realty Ventures Private Limited is absent and the Respondent No. 2. Siddha Real Estate Development Private Limited represented by the Authorized Representative, Gopal Krishna Lodha is present online at the time of hearing. He has filed hazira cum Authorization letter online which should be kept in record.</p> <p>The Learned Advocate appearing on behalf of the Complainants submitted that the Complainants entered into a registered Agreement for Sale dated 23/03/2015 with Eden Realty Ventures Private Limited in order to purchase a Residential Apartment No. STRE-1503, measuring about 1635 Sq. Ft. at 15th Floor within the project, namely, Siddha Eden Lakeville for a total consideration of Rs.58,46,691/-. He stated that subsequently, the Respondents offered to give an alternative flat, as it was assumed that the builder will give the possession on schedule date. The Respondents also took the registration cost of the Supplementary Agreement dated 27.07.2019 which was paid by the Complainants for the revised flat being "Residential Apartment No. STREAM-2303, measuring about 1635 Sq. Ft. on 23rd Floor but the Respondents failed to handover the possession of the said flat to the Complainants within schedule timeline. The Complainants have paid 90% of the entire consideration amount that is of Rs.52,06,984/- out of the total consideration of Rs. 58,46,691/- and also paid registration cost of Rs. 4,03,483/- as on 23.03.2015. In terms of the mother agreement the complainants were supposed to get possession within 78 months i.e. by 22.09.2021, from the date of Agreement dated 23/3/2015 but till date the complainants have not receive the said flat even though the Complainants have</p>	

cleared all dues in respect of the said flat. The Complainants regularly approaches the owner for possession land registration of the said flat but owner always referred the Complainants to the Developer, and the person of the Developer do not even let the Complainants inspect the flat till date. Now, the Respondents arbitrary demanded late fees of Rs. 5k,62,799/- along with the principal amount of Rs. 7,58,505/-. The Complainants had already paid the complainants about 90% of the entire consideration amount and never ever any demand was placed before the Complaints to pay the balance amount failing which delay payment charges shall be applicable for the Complainants. He also stated that the Respondents are now trying to oust the Complainant from the said Flat and trying to transfer the said flat to a third party. He also mentioned that the Project is registered under WBHIRA.

The Learned Advocate for the Complainants prayed for an Order directing the Respondents and the owner to transfer the Residential Apartment No.STREAM-2303, measuring 1635 Sq.ft., 23rd floor, in favour of the Complainant by executing and registering a Deed of Conveyance. An Order directing the Respondents to hand over the possession of the said flat to the Complainants with immediate effect as the Complainants have already paid the entire consideration amount to the Respondents. Restraining the Respondents from charging interest amount of Rs.5,62,733/- which is arbitrary, bad and not maintainable in the eye of law; Restrain the Respondents from transferring the said flat Residential Apartment No. STREAM-2303, 1635 Sq.ft. 23rd floor forming part of the said Complex named Siddha Eden Lakeville, to the third person or persons or take any advance for sale of the said unit during the pendency of this instant proceedings. To pay ;the delayed possession of the said flat as per Section 18 of the WBRERA Act and Section 17 of the WBRFERA Rules.

The Authorized Representative of the Respondent No. 2 stated that it is very difficult to say anything without having any documents regarding the instant matter and he prayed for copy of the Complainant including all relevant papers.

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 Complainants are directed to submit his total submission regarding the Complaint Petition on a Notarized Affidavit annexing therewith notary attested /self-attested supporting documents and a signed copy of the Complaint Petition in 'M' Form and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondents, both in hard and soft copies, within **2 (two) weeks** from the date of receipt of this order of the Authority by email.

The Respondents are 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, both in hard and soft copies, within **2 (two) weeks** from the

date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

The Complainants are hereby further directed to file Affidavit of Service at the time of next hearing.

The Respondents are hereby further directed not to create any third party interest by transferring and/or alienating the said Apartment No. STREAM-2303, 1635 Sq.ft., 23rd floor forming part of the said Complex named Siddha Eden Lakeville, in any manner whatsoever, till the disposal of the instant complaint or the delivery of possession of the flat to the Complainant.

The next date of hearing is **6 (six) weeks** from date.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority