

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

Complaint No. WBRERA/COM0001274

Sukant Saha Complainant.

Vs.

Ideal Aurum Nirman LLP. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 30.05.2025	The Complainant Sukant Saha (Email ID sukant.0106@gmail.com Phone No. +91 9830380930) is represented by the Ld' Advocates Mr. Tanish Ganeriwala and Ms. Jiya Bose both physically at the time of hearing of the instant Complaint and they have submitted their vakallatnama and attendance which should be kept in record. Respondent Ideal Aurum Nirman LLP is represented by Ld' Advocate Ms. Kushi Khaitan(E-mail- sales@ideal.in; Contact: +91 33 2282), 1548/0513/5410)who appeared virtually in today's hearing. Today is the Admission hearing. The complainant submitted that on 12/03/2018 he executed a Sale Agreement with the Respondents for Flat No. 8D, Block Celestial, Ideal Aurum (carpet area: 856 sq. ft., and built up area 964 sq ft, with one parking space) for ₹41,75,52 where Clause 9.5 (Page 10) promised completion by 30/06/2020, extendable by 12 months (i.e., 30/06/2021) at the Developer's option, with Force Majeure (Clause 16.1, Page 10) as the only exception. Clause 9.6.2 (Page 11) deems possession effective upon notice, but none has been issued. The complainant paid ₹41,75,528/- in full: ₹3750000/- (on 03/04/2018) disbursed from loan account of SBI , ₹50000/- on 27/02/2018,thereafter allotment letter was issued & Rs375528/- on 31/05/2018 to the Developer's account. As of 05/04/2025, over 7 years since booking and nearly 4 years past the extended deadline, the Respondents have neither delivered possession nor registered the Sale Agreement, despite my requests.The Respondents cited delays due to COVID-related labour shortages and an NCLT process with Yes Bank and an asset reconstruction company .However, Clause 16.1 does not justify delays beyond 30/06/2021 without specific evidence, and their assurances remain unfulfilled. A Yes Bank notice possession notice has not claimed any charge over my flat Flat No. 8D, Block Celestial, Ideal Aurum Project. IThe complainant further submitted that he have incurred ₹17,50,000/- in rent since January 2021, ongoing SBI loan interest (approx. ₹10,00,000/-), and mental distress . Complainant prays for following relief from the Authority-	

	Under Sections 18 and 61 of the RERA Act, 2016, I request: (a) Refund of ₹41,75,528/- with interest at SBI MCLR + 2% from 30/06/2021 till payment, per Section 18(1) and Rule 17, for delayed possession. (b) Compensation of ₹17,50,000/- for rental expenses since January 2021, per Section 18(2). (c) ₹15, 00,000/- for mental agony and financial loss, per Section 18(3). (d) Who will spring the despondent not to create 3rd party interest or change altered the agreement of sale executed between the parties including their client in any manner detrimental to the complainant, and or (e) Alternatively, direct the Respondents to deliver possession in habitable condition and register the Sale Agreement within 30 days, providing all amenities including three Air Conditioner as agreed in Sale Agreement, failing which the above reliefs apply. Under Section 36, the complainant request the Respondents deposit ₹41,75,528/- into a WBRERA-supervised escrow account within 15 days, pending adjudication, given the NCLT proceedings risking their financial capacity. The Ld' Advocate appearing on behalf of the respondent submitted that she seeks for further time to peruse the documents and instruction from her client to respond to the complain accordingly. She could not reply whether the project is registered under the erstwhile WBHIRA/WBRERA and whether the registration certificate is valid as on date. Also she could not state whether the completion certificate has been received by her client in the instant project under hearing today. 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 the Complaint Petition on a Notarized Affidavit mentioning details of complaint and the reliefs sought for annexing there with notary attested /self-attested copy of supporting documents and a signed copy of the Complaint Petition Form 'M' 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 4 (four)days from the date of receipt of this order of the Authority by email. The complainant is informed of making his submission in form N before the Adjudicating Officer to address his mental agony and harassment as submitted by him during the hearing 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 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 4(four) 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 enclose the certified copy of the Registration certificate and the extension certificate/s issued by this Authority upon their application and the Completion certificate issued by the Sanctioning Authority, if available. The respondent must certify that this project have abided by Section 2,3,4,19(2) of the RERA Act2016 and WBRERA Rules 2021.

Further upon prayer of the complainant, an **Ad-interim order** of Stay and restraining the respondent from creating 3rd party interest on the instant apartment or making change/ alteration into the nature of agreement of sale in any manner detrimental to the complainant till the hearing of the instant proceeding continues or till further order is passed for compliance by the respondent.

Fix **next date 2(two) weeks** from this date for further hearing and order.



(JAYANTA KR. BASU)
Chairperson
West Bengal Real Estate Regulatory Authority