

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

Complaint No. WBRERA/COM000497

Debaditya Talukdar & Nandini Talukdar ..... Complainants

Vs

Vedic Realty Pvt. Limited..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 30.07.2024	<p>Mr. Siddhartha Kumar Talukdar (Mobile - 9831067173 &amp; email Id: nandini.talukdar@gmail.com) is present in the physical hearing on behalf of the Complainant Mr. Debaditya Talukdar and signed the Attendance Sheet.</p> <p>Advocate Purnima Das (Mobile - 8910990322 &amp; email Id: info@vedicrealty.com) is present in the physical hearing today on behalf of the Respondent and signed the Attendance Sheet. She is directed to send her vakalatnama through email.</p> <p>Heard both the parties in detail.</p> <p>As per the Complaint Petition, the fact of case is that the Complainants had booked one residential Unit from Vedic Realty Private Limited, the Respondent herein, in the name of Debaditya Talukdar-NRI and Late Nandini Talukdar-his mother against Vedic Realty's booking letter No. VRPL/2014/10663, dated 18.12.2014. Allotment was given to us for an Unit No. 'D4' on the 4<sup>th</sup> Floor of Block No. 'IG-23' in the project named '<b>IVY Greens</b>' in the Vedic Village, at Shikharpur, P.O. - Bagu, P.S.- Rajarhat, Kolkata - 700135 of super built up area 1040 sq.ft. and the Price of the unit was Rs. 33,28,000/- excluding IDC, S.Tax, Electricity charges etc. Booking amount was paid of Rs.2,57,725/- that is total Rs.7,37,125/- and signed their Sale Agreement and Supplementary Agreements dated 26.02.2015 &amp; 20.04.2015 after the booking amount was paid. They took House Building Loan from Central Bank of India, Bhowanipore Branch, Kolkata - 700 026 under Vedic Sales representative Mr. Rajarshi Chakraborty's help and guidance as Central bank of India authorized the Vedic housing projects. Vedic Realty received payment from them through our Housing Building Loan AC of Central Bank on their commitment of pilling and foundation work as and when they placed their demand letter to them and payments were made for Rs.4,39,556/- on 20.04.2015 and Rs.4,05,891/- on 03.03.2016. They received total Rs.8,45,447/- from their House Building Loan Ac but did no Pilling and Foundation work except false and fabricated commitments to them. They received their money Receipts for all the payments made except last amount Rs.4,05,891/- made to them through bank. The payment appeared in the bank statement dated 14.08.2016. Till date Vedic had received total amount of Rs.15,82,572/- from</p>	

them but they did nothing to deliver their Unit till date nor they refunded their / bank's money with interest but they are using their money for their business since last 10 years by their fraudulent practice.

**The Complainants pray before the Authority for the following relief(s):-**

- a) Vedic Realty Pvt. Ltd. to return the entire outstanding amount (principal + interest) as per the bank's outstanding of Debaditya Talukdar's Housing Building Loan A/C with the Central Bank of India, Bhowanipur Branch, Kolkata - 700026 without further delay. This is to be done on the basis of the principal amounts they received directly from Central Bank as per bank transactions dated 25.04.2015 & 03.03.2016 on behalf of Debaditya Talukdar. Vedic should communicate with the Central Bank of India to obtain their final outstanding amount on the loan account of Debaditya Talukdar before making final payment.
- b) Vedic Realty Pvt. Ltd to return Nandini Talukdar the amount of investment she made on booking and allotment parts during December, 2014, till the day of returning the money without further delay.
- c) Vedic Realty Pvt. Ltd to pay to return Nandini Talukdar an extra amount of Rs.6,00,000/-as demurrage on account of Vedic's holding her hard earned money under false commitments and fraudulent practices, enjoying her money for almost 9.8 years without delivering the most required residential Unit to them for none of their faults, where she could not utilize her money for any alternative purpose for her family. The extra amount also claimed towards her enormous mental tension, agony and harassments she has to face since 2014 and the extra expenses are also to be made on account of meeting expenses to meet the legal help being forced to bring the Vedic Realty Pvt. Ltd matter under the court of law.
- d) Vedic Realty Pvt. Ltd to return all the outstanding money paid them from the HBL Ac of Debaditya Talukdar of Central Bank and to Nandini Talukdar at the same time.

Mr. Siddhartha Kumar Talukdar stated at the time of hearing that he is father of the Complainant Debaditya Talukdar and Husband of Late Nandini Talukdar. Smt. Nandini Talukdar died recently. He also stated that he is the power of Attorney Holder executed by Mr. Debaditya Talukdar.

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 this 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 through email.

The Complainant is also directed to annex with his Affidavit a copy of the death certificate of late Nandini Talukdar and a total photocopy of the **Power of Attorney** executed by Mr. Debaditya Talukdar in favour of him. He is also directed to submit in a **Tabular Form** all the payments made by the Complainants specifically mentioning chronologically the date, amount, money receipt no, if any, and the total amount in the said table in his Affidavit.

The Complainant is further directed to send a scan copy of his Affidavit alongwith annexure to the email Id of the Advocate of the Respondent, as mentioned above.

The **Respondent** is hereby directed to submit its 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.

Fix **17.12.2024** for further hearing and order.

(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority

(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority

**Certified to be True Copy**

*Date* 30.07.2024

Special Law Officer  
West Bengal Real Estate Regulatory Authority