

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

Complaint No.WBRERA/COM000895

Chandrachur Hazra. .... Complainant

Vs

Vedic Realty Pvt. Ltd.....Respondent No. 1

Mr.Raj Kishore Modi..... Respondent No.2

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01. 07.01.2025	<p>Complainant is present in the online hearing and filing hazira through email.</p> <p>Advocate Smt. Tanusree Dhar (Mobile - 8777056896 &amp; email Id: tanud87@gmail.com) is present in the physical hearing on behalf of the Respondent, filling Vakalatnama and signed the Attendance Sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complaint Petition, the fact of the case is,-</p> <ol style="list-style-type: none"><li>1. That the Complainant had booked an apartment in Unit B2 on the 2<sup>nd</sup>Floor, Block No. 01 in Sanjeeva Kolshree (renamed as Sanjeeva Shree Residency) (of Vedic Conclave Pvt. Ltd.) MouazaThakdari, P.S. - New Town, North 24 Parganas, Kolkata - 700 156 at the total price of Rs.51,93,850/-.</li><li>2. That as per verbal mutual conversation with Vedic Conclave Pvt. Ltd. Sales Executive, he started to pay the amount part by part which was started firstly on and from 20-Jun-2014 and lastly on 03/Mar-2016 and the amount he paid was clearly mentioned in the money receipt (attached herewith) date by date given by Vedic Conclave Pvt. Ltd. and in this way he paid total Rs.13,41,935/-including taxes.</li><li>3. That as per the agreement with Vedic Conclave Pvt. Ltd., the apartment proposed to be handed over to me in the month of November, 2017.</li><li>4. That as the Vedic Conclave Pvt. Ltd. failed to deliver the apartment as per agreement, they proposed him a different apartment at Unit No. "C3" on 3<sup>rd</sup> Floor, in Block No: 14 at the same project a revised total property price of Rs.50,86,9000/- in the month of November-2022 and promised to deliver in very short time.</li><li>5. That the Complainant accepted the offer and it was in Nov 2022; the proposed unit was assigned and builder started asking for payment of Rs.22,59,367/- since Dec 2022 while the latest picture for Block 14 showed no significant progress in the last 30 days then. Those casting structure for block 14 were there since 4 to 5 years then. He conveyed them that, he cannot pay such a huge amount at this short notice, and can pay only after seeing a significant progress of</li></ol>	

- the project which was not there at that time.
6. That myself along with another allottee of the same block visited Vedic Conclave office in June, 2023 and talked to Mr. Arnab Dhar (Accounts Section) about this and Arnab stopped us meeting with the builder (owner) Mr. Raj Modi and promised he would talk to him and come up with something. After that, no get back from Arnab.
  7. That when the Complainant visited the site in the month of June - 2023 and still saw no significant development, only one mason with one helper were working. He came to know from the Sales Manager that they are selling this block 14 apartment with the offer of "Pay now 20% and Pay remaining after getting the possession" option to the other customer.
  8. That when the Complainant visited the site in the month of October 2023, I was conveyed that the apartment (Block 14, Unit C3), which was allotted to me has been sold off to someone else and a customized structure of the apartment had been built as per the new customer's request.
  9. That the Complainant visited Vedic Office along with may 80+ years aged parents in November, 2023 and Mr. Raj Modi, the builder confirmed me about the selling off the apartment which was re-allotted to me to the other customer and he did it without notifying me anything. He didn't allot me any other apartment and promised me that he would arrange an apartment at the Block 14, Unit C except first floor and top floor (as requested by me) and he would get back to me within 1 week time. It was heartening to see that, the builder preferred to sale the said apartment (which was allotted to me) to another customer and did not give due respect to the customer who stayed back with the builder (when most of the other allottees of the project preferred to take different route -some went for legal actions against the builder and some preferred to disinvest) and waited so long (6.5 years from the handover date of November - 2017) for an apartment.
  10. That seeing there is no further communication from Vedic Conclave Private Ltd., he again visited Vedic Office on 10-Jan-2024 along with my parents, Mr. Modi was in office and he kept us waiting the whole day and left without even talking to us. He didn't even bother to pay any attention that a 80+ years old person and a 76 years old person had been waiting only to talk to him with a hope of getting an apartment.
  11. That thereafter, he texted him several times and visited Vedic Office several times for the update, Mr. Raj Modi kept on delaying and every time he mentioned that he is too busy to look into this and would come back in the next week. But the next week never came till now in May-2024.

**The Complainant prays before the Authority for the following reliefs:-**

Under the facts and circumstances mentioned under the earlier headings, it is the humble request and prayer of the Complainant to being the Regulatory Authority, help the Complainant to give him an apartment at the same block (Block 14, Unit C except 1<sup>st</sup> floor and top floor). The Complainant has ready to pay the remaining price for the same. Otherwise, pass an order to make refund of the amount to the Complainant which he paid, along with the interest and compensation deem fit and proper.

The Complainant today at the time of hearing stated that he wants refund of his Principal Amount alongwith interest as due to inordinate delay he

is no more interested in taking the flat.

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:-

Let '**Vedic Realty Pvt. Ltd.**' be included as Respondent No.1 as it is a necessary party and director of Vedic Realty Pvt. Ltd Mr. Raj Kishore Modi be recorded as Respondent No.2 and henceforth in all the communications in this matter this inclusion / change shall be reflected.

The Complainant is 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 and send the Affidavit (in original) to the Authority serving a copy of the same to the Respondent, both in hard and soft copies, within **21 (twenty-one)** days from the date of receipt of this order of the Authority by email.

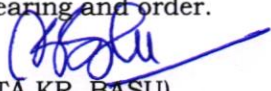
The Complainant shall specifically state in his Affidavit that whether he wants possession of the flat or refund of Principal Amount alongwith interest.

The Complainant is directed to send a scan copy of the Complaint Petition alongwith notarized affidavit to the email Id of the Advocate as mentioned above.


The Complainant shall provide in his affidavit in a Tabular Form chronologically all the payments made by his mentioned date, amount and money receipt number all the payments in her affidavit.

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 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 soft copies, within **21 (twenty one)**days from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **18.03.2025** for further hearing and order.

  
(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