

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

Complaint No. WBRERA/COM000311 (Physical)

Sri Hariram Kedia. ....Complainant.

Vs.

Concast Infrastructure Pvt. Ltd.

..... Respondents.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
01 10.12.2025	<p>The Complainant, Sri Hariram Kedia, represented by the Learned Advocates, Purnankar Biswas ( Ph. 8967125585 email ID : Adv.Purnankar77@gmail.com) appeared physically and Pratip Mukherjee and Ananda Basu appeared online at the time of hearing of the instant Complaint. They have filed hazira and they are hereby directed to submit vakalatnama online or physically which shall be kept in record.</p> <p>The Respondent, Concast Infrastructure Pvt. Ltd. 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 for the Complainant, Pratim Mukherjee stated that appearing on behalf of the Complainant submitted that the Complainant entered into a duly executed Agreement for Allotment and Sub-Lease dated 12/07/2023 under which the Respondent was legally bound to grant sub-lease rights for Float No. 31A on the 31<sup>st</sup> Floor, along with two covered car parking spaces in the basement of "Trump-Tower". Total Consideration value of the said Flat is Rs.8,08,13,186/-. The Complainant has paid almost Rs.7.00 Crores even before execution of the agreement with an assurance made by the Respondent that the possession would be handed over by 30.6.2024 after completion of the project. The Respondent has neither completed the project within the contractual deadline, nor even communicated any legitimate reason for the delay. He also pointed out that as per Clause 5 of the Agreement, the time was of the essence of the contract, requiring the Respondent to complete the project within 30/6/2024 and the Respondent has failed to meet the deadline automatically triggers liability for penal interest. As per Clause 9.2(ii) in the event of delay, and upon the Complainant staying invested in the project, the Respondent is liable to compensate the Complainant for every month of delay and disburse the same within 45 days or adjust it against the balance payment due. for every month of delay and disburse the same within 45 days or adjust it against the balance payment due. The Complainant had time and again chosen to stay invested in the project and accordingly expressed his desire to take possession of fully</p>	

completed and constructed flat and as such the same has been duly communicated to the representatives of the Respondent Company time and again with a request to hand over possession of the same at the earliest. He stated that the Complainant is legally entitled to claim penal interest @ rate of 17.15% per annum on the sum of Rs.7.00 Crores already paid by the Complainant for the period of 1<sup>st</sup> July, 2024 to till date. The Complainant issued a demand notice dated 03.03.2025 to the Respondent to pay a sum of Rs.80,03,333/- to the Complainant on account of compensation or alternatively adjust the said amount from the future payments due to be made by the Complainant in respect of the said flat and the car parking spaces and the said notice was duly received by the Respondent on 08.03.2025 and in spite of receipt of such demand notice. The Respondent has received the said Demand Notice on 08.03.2025 but the Respondent has not given any response to that effect on the other hand the Respondent issued an invoice dated 09.04.2025 calling upon the Complainant to pay a sum of Rs.36,04,397/- on account of future payments to be made for "FAÇADE". He stated that the Respondent's claim should be adjusted as an equitable set off with the amount due and payable by the Respondent on account of compensation for delay in completion of project.

The Complainant prayed for the following reliefs :-

a) A direction be passed upon the Respondent to forthwith remit a sum of Rs.1,10,04,583.33/- on account of compensation accrued till 31/05/2025 which may be increased till date for inordinate delay in completion of the project;

b) An order of mandatory Injunction be issued by restraining the Respondent herein from raising or claiming any further invoice pertaining to the unpaid amount by the complainant till the amount of compensation due and payable has been paid by the Respondent herein;

c) A mandatory direction be passed directing the Respondent herein to hand over the flat to the Complainant herein for fitment/furnishing at the same time that similar flats are handed over for such fitment to the purchasers of such other similar flats on the Club Floor level ( Floors 31 to 36) of the said project;

d) A mandatory direction be passed directing the Respondent herein to execute a registered Deed of Conveyance and hand over the physical possession of the flat along with other statutory documents ( in form of Completion Certificate/ Occupancy Certificate issued by the Competent Authorities), to the Complainant herein, upon completion of the project.

e) A mandatory direction be passed directing the Respondent herein to pay monthly compensation strictly in terms of Clause 9 of the said Agreement;

f) A mandatory direction be passed directing the Respondent herein to provide monthly progress report of the project to the Competent Authority and to the Complainant herein;

g) The Complainant further prays for damages to the tune of Rs.2.00 Crores or any specified amount as deem fit and proper by this Authority.

The Learned Advocate for the Complainant also stated that the Complainant want the possession of the Flat along with the payment of the

amount of compensation due for delayed delivery.

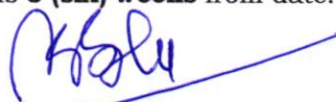
The Authorized Representative of the Respondent stated that he has not received any Affidavit and documents in this instant complaint matter and as such at this stage he is unable to deal with the matter and he asked for the Affidavit along with other papers for submission of his Written Statement.

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 annexing therewith notary attested /self-attested supporting documents other than the documents submitted along with his Form M he has submitted earlier at the time of filing the instant Complaint and send the Affidavit (in original) to the Authority serving a copy of the Complaint Petition along with all relevant documents submitted before the Authority to the Respondent including the copy of his Form M with enclosures, both in hard and soft copies, within **1 (one) week** from the date of receipt of this order of the Authority by email.

The Respondent is 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, and further to mention therein if the Project is registered under erstwhile WBHIRA or WBRERA by sending the attested copy of the Registration Certificate and if not registered explaining the reasons why the same has not been done 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 **3 (three) weeks** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

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