

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/COM (Physical) 000266

Nitu Chopra & Sanjay Chopra..... Complainant

Vs

Prasad Castings & Buildcon LLP..... Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
02 <u>05.03.2026</u>	<p>Complainant, Sanjay Chopra along with L'd Advocate Subhojit Paul and L'd Advocate Payel Sen is present physically in the instant complaint hearing, signing the attendance sheet.</p> <p>Respondent, is absent in today's hearing, without any intimation, despite due service of hearing notice through email.</p> <p>The Complainant has submitted documents through notarized affidavit dated 15.05.2025.</p> <p>The Complainant stated that the complainants are law-abiding Indian citizens. The respondent registered a residential project named OM SKY CITY PHASE-1 under the West Bengal Housing Industry Regulatory Authority (WBHIRA), Kolkata, on 02/02/2019, bearing Registration No. HIRA/P/HOO/2019/000353. Complainants entered into an "Agreement for Sale" dated 24th December 2019 with the Respondent for the purchase of a residential flat, namely Apartment No. F8, with a carpet area of 400sq. ft., located on the 4th floor in Block No. 8 of the said project at Guru Garden Road, Mouza-Ghoramara, J.L. No. 16. L.R. Dag No.438, L.R. Khatian No. 120/3, Police Station-Serampore, District-Hooghly, for a total consideration of Rs.11.90.000/- (Rupees Eleven Lakhs Ninety Thousand only). In accordance with the said agreement, the Complainants paid 1,99,000/- (Rupees One Lakh Ninety-Nine Thousand only) as advance and applied for a housing loan of Rs.10,00,000/- (Rupees Ten Lakhs only) from Magma Finance (now Griham Housing Finance), which was sanctioned under Customer Proposal Number HF/0546/H/19/100134. However, an amount of Rupees 7.37,000/- (Rupees Seven Lakhs Thirty-Seven Thousand only) was disbursed directly to the developer's account on 20.12.2020, without any prior intimation, consent, or written or oral permission from your Complainants. Furthermore, your Complainants also paid Rs.40,000/- (Rupees Forty Thousand only) towards the registration charges of the said flat, yet the Respondent has neither initiated nor completed the registration process nor provided any explanation for such inaction. Despite receiving the majority of the loan disbursement and the registration charges, the Respondent failed to deliver possession of the flat or execute its registration as agreed upon, which was contractually stipulated to be completed on or before March 31, 2022. This deadline has long passed, and the Complainants continue to bear the financial</p>	

burden of a monthly EMI of Rs. 10,048/- (Rupees Ten Thousand Forty-Eight only), without having received either legal ownership or access to the said flat. Repeated attempts by the Complainants to engage with the Respondent regarding the possession and registration have been fruitless, with no response or action taken by the Respondent. Consequently, the Complainants were compelled to serve a legal notice dated 07/04/2025 to the Respondent, which has also gone unanswered, giving rise to a clear and continuing cause of action.

The Complainant prays for the following relief:-

a) That the Hon'ble Authority be pleased to direct the Respondent to immediately hand over possession of Apartment No. F8, 4th Floor, Block No. 8, and complete the registration of the said property in favour of the Complainants;

b) That the Respondent be directed to either refund the Rs.40,000/- paid towards registration without further delay;

c) That appropriate compensation and/or interest be awarded for the delay in Possession and registration, under the provisions of the West Bengal Housing Industry Regulation Act, 2017 and applicable rules:

d) That such other reliefs as the Hon'ble Authority may deem just and proper in the facts and circumstances of the case be also granted in favour of the Complainants.

Complainant prayed for the following interim order:-

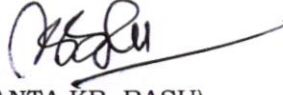
That the pending final disposal of this complaint, the Hon'ble Authority may kindly be pleased to pass an interim order directing the Respondent to pay a monthly amount equivalent to the Prevailing market rent of similar properties in the locality of the Complainants, towards loss of use and alternative accommodation, until possession of the said flat is duly handed over.

After hearing the Complainant, 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 their total submission regarding their 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 **2 (two) weeks** from the date of receipt of this order of the Authority by email.

The Respondent is hereby directed to submit their 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 **2 (two) weeks** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **after 4(four) weeks** 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