

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) 000171

Rituparna Das & Subhas Chandra Das..... Complainants

Vs.

Vedic Reality Private Limited.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order																																																
01 24.12.2024	<p>Complainants (Mob. No.9830692161 &amp; email Id:subhaschdas@gmail.com) are present in the physical hearing today and signed the Attendance Sheet.</p> <p>Respondent is absent in the physical hearing today despite due service of hearing notice to the Respondent through email.</p> <p>Let the track record of due service of hearing notice to the Respondent be kept on record.</p> <p>Heard the Complainant in detail.</p> <p>As per the Complainants, the fact of the case is that,-</p> <p>The Complainants have booked a flat (18C3) at <b>IVY GREENS</b> project of the Respondent Promoter Company on 14<sup>th</sup> March, 2014. The Agreement for Sale was signed on 16<sup>th</sup> August, 2014. Between 14<sup>th</sup> March 2014 and 17<sup>th</sup> October 2017, the following payments were made to the builder and following taxes (as applicable) were collected by the builder: -</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">CHEQUE NO.</th> <th style="width: 15%;">DATE</th> <th style="width: 15%;">DRAWN ON</th> <th style="width: 15%;">AMOUNT W/D TAX (UNIT) (Rs.)</th> <th style="width: 15%;">TAX (UNIT) (Rs.)</th> <th style="width: 20%;">TOTAL AMOUNT WITH TAX (UNIT) (Rs.)</th> </tr> </thead> <tbody> <tr> <td>389194</td> <td>14.03.2014</td> <td>HDFC</td> <td>2,50,000/-</td> <td>7,725/-</td> <td>2,57,725/-</td> </tr> <tr> <td>389195</td> <td>03.04.2014</td> <td>HDFC</td> <td>3,64,300/-</td> <td>11,257/-</td> <td>3,75,557/-</td> </tr> <tr> <td>389197</td> <td>14.07.2014</td> <td>HDFC</td> <td>3,07,150/-</td> <td>9,491/-</td> <td>3,16,641/-</td> </tr> <tr> <td>000011</td> <td>06.06.2016</td> <td>HDFC</td> <td>3,61,100/-</td> <td>16,250/-</td> <td>3,77,350/-</td> </tr> <tr> <td>000015</td> <td>12.08.2016</td> <td>HDFC</td> <td>3,24,450/-</td> <td>14,600/-</td> <td>3,39,050/-</td> </tr> <tr> <td>410828</td> <td>07.10.2017</td> <td>SBI</td> <td>3,21,400/-</td> <td>14,463/-</td> <td>3,35,863/-</td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td>19,28,400/-</td> <td>73,786/-</td> <td>20,02,186/-</td> </tr> </tbody> </table>	CHEQUE NO.	DATE	DRAWN ON	AMOUNT W/D TAX (UNIT) (Rs.)	TAX (UNIT) (Rs.)	TOTAL AMOUNT WITH TAX (UNIT) (Rs.)	389194	14.03.2014	HDFC	2,50,000/-	7,725/-	2,57,725/-	389195	03.04.2014	HDFC	3,64,300/-	11,257/-	3,75,557/-	389197	14.07.2014	HDFC	3,07,150/-	9,491/-	3,16,641/-	000011	06.06.2016	HDFC	3,61,100/-	16,250/-	3,77,350/-	000015	12.08.2016	HDFC	3,24,450/-	14,600/-	3,39,050/-	410828	07.10.2017	SBI	3,21,400/-	14,463/-	3,35,863/-	TOTAL			19,28,400/-	73,786/-	20,02,186/-	
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389198	14.07.2014	HDFC	29,700/-	3,671/-	33,371/-
000016	12.08.2016	HDFC	95,100/-	14,265/-	1,09,365/-
TOTAL			1,24,800/-	17,936/-	1,42,736/-

On 17<sup>th</sup> February, 2021 the builder shifted their unit from 18C3 IVY GREENS to 9A5 IVY GREENS with a promise to deliver/handover the flat by "Poila Baisakh" (15<sup>th</sup> April, 2021). For this another agreement was signed. However, the builder did not give the possession and handed over the flat to another person (as informed on query over phone). Till date neither they have got the possession of either of the flats (18C3/9A5) nor has received any commitment on possession date/refund of their payment.

Hence, the Complainants request this Authority's kind intervention to relief them from this precarious situation on an urgent basis.

Complainant stated that it has been more than 10 years from the date of booking of the flat.

**Complainant prays for the following reliefs: -**

Either immediate handover/possession of the flat followed by registration of the property within mutually agreed time frame.

Or full refund of their payment with due interest as applicable as per the RERA Act.

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 **Complainants** are directed to submit his total submission regarding his **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 by email.

The Complainants are further directed to provide in a Tabular Form chronologically all the payments made by them specifying date, amount and money receipt number, if any, and the total amount in the said table in their Affidavit.

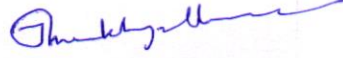
The **Respondent** is hereby directed to submit its Written Response on Notarized Affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested/self-attested copy of supporting documents, if any, and send the Affidavit (in original) to the Authority serving 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.

If the Respondent remain absent even on the next date of hearing, the Authority may proceed with ex-parte hearing and disposal of this matter on the ground of speedy disposal of justice as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016.

Fix **11.03.2025** for further hearing and order.

  
(BHOLANATH DAS)  
Member

West Bengal Real Estate Regulatory Authority

  
(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority