

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																																																
03 <u>26.03.2025</u>	<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>Advocate Shivam Pathak and Advocate Anand Dwivedi are present on behalf of the Respondent Promoter Company in the hearing through online mode. They are directed to file vakalatnama and hazira through email to the Authority immediately after today's hearing.</p> <p>Heard both the parties in detail.</p> <p>The case of the Complainant is that, -</p> <p>The Complainants have booked a flat no. 18C3 at <b>IVY GREENS</b> project of the Respondent Promoter Company on 14.03.2014. The agreement was signed on 16.08.2014. Between 14.03.2014 and 17.10.2017, the following payments were made to the Respondent-builder and following taxes (as applicable) were collected by the Respondent-builder: -</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>CHEQUE NO.</th> <th>DATE</th> <th>DRAWN ON</th> <th>AMOUNT W/D TAX (UNIT) (Rs.)</th> <th>TAX (UNIT) (Rs.)</th> <th>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>14.07.2017</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>73,186/-</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	14.07.2017	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/-	73,186/-	20,02,186/-	
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389198	14.07.2018	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 17.02.2021, the Respondent-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 between the parties. 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 have received any commitment on possession date/refund of their payment.

Hence, the Complainants requested for the kind intervention of this Authority to grant relief to them from this precarious situation on an urgent basis.

**Complainant prays before the Authority 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. This may be noted that it has been more than 10 years from the date of booking of the flat.

At the time of hearing today the Respondent prayed for permission to file a Reply to the Counter Reply dated 10.03.2025 submitted by the Complainant on 10.03.2025.

The Authority considered and rejected the prayer of the Respondent to file a Reply to the Counter Reply of the Complainant on the following grounds:-

- i) Already the Respondent has submitted Written Response containing their total objections, as per this Authority there is no such sufficient ground to give permission to the Respondent to file a Reply to the Counter Reply of the Complainant, in this way the hearing of this matter will be continued for an indefinite period and this will be against the very objective and purpose this Authority which is under the obligation to provide speedy, effective and expeditious disposal of the matters before it, preferably within 60 days as per section 29(4) of the Real Estate (Regulation and Development) Act, 2016; and
- ii) At the time of hearing the Advocates of the Respondent could not submit any cogent reason for submission of a Reply to the Counter Reply of the Complainant.
- iii) The Respondent was under the obligation to provide delivery of possession of the flat (either 18C3 or 9A5) within May 2021 but they failed miserably and till date they have not handed over the flat to the Complainants nor even they refunded the Principal Amount

alongwith interest to the Complainants. The Respondents are trying to play the delay tactics so that the Complainants became frustrated by not getting the justice.

Therefore, this Authority is of the considered opinion that sufficient time and reasonable opportunity has been given to the Respondent to present their case and defend themselves in the present matter, hence the Authority shall now proceed with final hearing and disposal of this matter.

After examination of the Notarized Affidavits of both the parties and Notary Attested documents placed on record and after hearing both parties, the Authority is of the considered view that the Respondent has failed miserably in his obligation to handover possession of the flat (either 18C3 or 9A5) to the Complainant within the scheduled timeline that is within May, 2021 and therefore, he is liable to refund the Principal Amount of Rs.21,42,922/- paid by the Complainant alongwith interest at the rate of SBI PLR +2% per annum for the period starting from the respective dates of payments made by the Complainant till the date of realisation, as per the provisions contained in section 18 of the Real Estate (Regulation and Development) Act, 2016 read with rule 17 and 18 of the West Bengal Real Estate (Regulation and Development) Rules, 2021.

Hence it is hereby,

ORDERED

that the Respondent shall refund the Principal amount of Rs.21,42,922/- (Rupees Twenty One Lakhs Forty two Thousand Nine Hundred and Twenty Two Only) alongwith interest @ SBI Prime Lending Rate + 2% per annum for the period starting from the respective dates of payments made by the Complainant till the date of realization.

All the payments shall be made by bank transfer to the bank account of the Complainants, within **45 days** from the date of receipt of this order of the Authority by email.


The Complainants shall send their bank account details in which they want to take the refund amount, to the Respondent by email within **3 days** from the date of receipt of this order of the Authority by email.

Complainants are at liberty to file an **Execution Application** as per **Execution Regulation**, uploaded in the WBRERA website under the heading '**Act/Rule/Regulation**', on any plain A4 size paper annexing a copy of this Order, to this Authority, if the Respondent defaults in compliance of this order, either in full or in part, within the specified time period as mentioned in this order. In that case Respondent might be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five percent,

of the estimated cost of the real estate project named '**IVY Greens**', as determined by this Authority, as per the provision contained in section 63 of the Real Estate (Regulation and Development) Act, 2016.

With the above directions the matter is hereby disposed of.

Let the copy of this order be served to both the parties immediately.

  
(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority