

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

Complaint No.WBRERA/COM000954

Suman Paul.....Complainant.

Vs.

Srijan Star Realty LLP.....Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
04 <u>02.03.2026</u>	<p>Complainant, Suman Paul is appeared online at the time of hearing of the instant complaint by filing hazira through online.</p> <p>Respondent, Srijan Star Realty LLP, represented by the Ld. Advocate Ishika Basu (Email- <a href="mailto:advishikabasu18@gmail.com">advishikabasu18@gmail.com</a>, Phone No. 9051361855) is present physically and signed attendance sheet.</p> <p>The Respondent has submitted a Reply/Rejoinder through notarized Affidavit dated 04.11.2025 in response to the Supplementary Affidavit of the Complainant dated 19.02.2025 as per the last Order dated 25.06.2025 which has also been received by the Complainant.</p> <p>Let the said Notarized Affidavits be taken on record.</p> <p>Today the Authority took up the 03 issues of the complainant submitted in his complaint in Form M which he affirmed as follows.</p> <p>a. Refund of unlawfully received interest amount claimed against delay payment.</p> <p>b. Return of unlawfully received payment as extra EDC charges.</p> <p>c. Payment of interest for delay handover of possession.</p> <p>A. The Complainant stated that he affirms to his complaint of Refund of unlawfully received interest amount claimed against delay payment and submitted that even before the execution of agreement for sale between parties more than 10 percent of the flat cost was raised and was received by the respondent. So, based on or such unlawful demand the interest was claimed on final demand and Complainant had to make payment of Rs.18,751 with 18% GST as interest charge to take possession of his flat . The Respondent's argument of said payment made by the complainant on the grounds for interest payment for delayed payment of instalments as scheduled is not accepted.</p> <p>B. The Complainant's complaint related to the relief of return of unlawfully</p>	

received payment as extra EDC charges is not accepted when his attention was drawn upon the Booking letter dated 20/10/2020 and the relevant clause agreed upon by the complainant.

C. The Complainant's complaint and the related to the relief of interest for delay in possession of his flat as specified in the Agreement for Sale was heard during hearing of the instant complaint. As submitted by the complainant in his Affidavit dated 19/02/2025 the possession letter issued by the respondent was dated 30/3/2025 but the complainant submits in his Affidavit of getting possession on 30/06/2025. The completion certificate as annexed with the respondent's Affidavit is dated 01/04/2024.

After hearing both the parties, the Authority allows both the Complainant and the Respondent to submit his reply on point (a) & (c) through Notarized Affidavit before the Authority serving a copy to the opposite party both in hard and soft copies **within 7(seven) days** of the receipt of this order for adjudication of the instant complaint.

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