

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

Complaint No. WBRERA/COM000899

Sujan Kumar Samanta Complainant

Vs

Srijan Star Realty LLP.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 21.11.2024	Complainant (Mob. No. 9836472323 & email id: sujan.rm@gmail.com) is present in the physical hearing and signed the Attendance Sheet. Ms. Ishika Basu, Legal Officer (Mobile - 9051361855 & email Id: advishikabasu18@gmail.com) is present in the physical hearing today on behalf of the Respondent filing Authorization and signed the Attendance Sheet. Heard both the parties in detail. As per the Complainant the project was scheduled to be completed within 30.06.2023 with a grace period of 6 months i.e. within 30.12.2023 but the project has not yet been completed, water supply line is not connected to the flat, electric transformers are not functional, flat is not in ready to use condition, club house is in under construction. But, Srijan Star Realty LLP authority issued letter of possession demand, letter of readiness, no claim letter in case of delayed possession, interest calculation, cc master plan dated 30.03.2024, which were sent to the Complainant on 07.04.2024 by email and 09.04.2024 by speed post. The Respondent made false or misleading representation concerning the services i.e. EDC Charges; At the time of booking the EDC charges consisted of Rs.50/-per sq.ft., for transformer but the same has been increased to Rs.205/-in the last demand. If there is an increase in cost of the transformers due to the delay of application to the WBSEDCL or anything else from the end of Srijan Star Realty LLP, the additional cost should not be paid by the Complainant which is responsibility of the Respondent. The Complainants had a meeting with Mr. Vimal Goel one of the directors of the Respondent Company DIN-00228162 and Mr. Abhijit Jana and Mr. Amitabha Majumder, employee of the Respondent on 9th May, 2024 but with no clarification regarding the unlawful demand and of EDC charges etc. The Respondent also claimed unlawful demand for payment more than 10% of the cost of the project before entering into the Agreement for Sale with the Complainant and get the same registered. The Respondent also demanded further money without registration of Agreement for Sale. The Complainant as per the Complaint Petition initially prayed for the following reliefs:- a) Cancellation of previous possession demand letter and re-issue a fresh possession demand after completion of the project i.e. water supply is connected	

to the flat, electric connection is every flat. Functional lift, flat in ready to use condition, club house is ready.

b) Compensation for the delay handover as per law; whereas my registered agreement for sale says that property should be ready within 30th June 2023 with a grace period of six month but till today it is in complete. We want interest as per law from the date of 30.12.2023 to till the date of handover.

But at the time of hearing the Complainant stated that he now wants the refund of his invested money as a considerable time has passed since the stipulated date of completion and due to such inordinate delay in completion of the project and different unlawful action taken up by the Respondent in violation of the RERA Act, he has been frustrated and he had to make alternate arrangement for accommodation. Hence he prayed for relief of refund of his invested Principal amount alongwith interest for delay in handing over possession within stipulated time.

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 this 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 today.

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 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 receiving of the Affidavit of the Complainant either by post or by email whichever is earlier.

In their Affidavit the Respondent shall specifically mention whether they have received Completion Certificate of the project or not, whether they have claimed from the Complainant the amount more than 10% of the total cost of the flat before registration of Agreement for Sale between the parties and if so reason for such claim. The relevant copy of documents shall also be attached with their submission.

The Respondent shall not transfer, sale or allot the said flat to any third party in any manner till disposal of this case or further order.

Fix **26.08.2025** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority


(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority