

Yeah 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 Reality LLP. Respondent.

Sl. Number and date of order	Order and signature of Authority	Note of action taken on order
03 16.09.2025	The Complainant, Suman Paul is appeared online at the time of hearing of the instant complaint and he is requested to file hazira which will be kept in record. The Respondent, Srijan Star Reality LLP, represented by the Learned Advocate, Ishika Basu is present online at the time of haring and she has filed hazira online which will be kept in record. The Respondent has filed Written Statement and the Complainant has also filed Supplementary Affidavit as per the last Order dated 25.06.2025 which has also been received by the Respondent. Let the said Notarized Affidavits be taken on record. The complainant stated that he visited the Project namely " Swapnopuran" Phase - 2 under Srijan Star Reality LLP on 14.10.2020 and then make a payment of booking amount Rs.25,200/- and then paid Rs.1,63,065/on 30.10.2020 then the Respondent sent 6 nos. demand at a time on 09.11.2020. The Complainant paid an Agreement Demand on 21.11.2020 and Agreement of Sale was made on 27.11.2020 whereas as per Section 13(1) of the RERA Act the promoter shall not accept a sum more than 10% of the cost of apartment, Flat or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and registered the said agreement for sale, under any law fit the time in force. 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 for delay payment from his end and the same is contrary to the Provision of Section 13(1) of the RERA Act even as per booking letter the Respondent was supposed to be hand over possession of the apartment to the allottee and also the common facilities on the committed date of 2nd phase which was on 30.06.2023 with a grace period of six months. The Complainant received the final demand and intimation letter of readiness of flat through email on 13.04.2024 from the Respondent. The Complainant received the final possession of the flat on 07.06.2024, although it was observed that the club house under the project was not completed or ready for use at that day. So the Complainant	

paid 2 installments at the time of the Agreement for Sale and later the Complainant was directed to pay 7 instalments at a time with interest for delay payment. The Complainant stated that as per booking letter, the transformer and electricity expenses was Rs.50/- Sq.ft. on build up area and any extra cost incurred by the promoter at the time of execution shall be charged proportionately on actual basis. But on final demand transformer and electricity Charges was raised Rs.205/- Sq.ft which is four times more than the charges initially imposed. Accordingly respondent submitted a demand of Rs.1,21,148/- as proportionate extra charges to complainant which was paid by the Complainant for obtaining the possession of the Flat. The Respondent initially charged electricity and transformer expenses Rs.50/Sq.ft. considering build up area 143705 Sq.ft. the total expenses was Rs.71,85,250. But on final demand electricity and transformer expenses Rs.205/- Sq.ft. expenses came Rs.2,94,59,525/- and the Respondent split the costing into two parts in the part of WBSEDCL expenses Rs.1,31,53,679 remaining for electrical infrastructure cost of developer inside complex area being Rs.1,63,05,846/-.

The Respondents Learned Advocate stated that the extension was granted by the WBRERA Authority and the same was informed to the Complainant and there is only a delay of 12 days for sending mail as there was so many mails to be sent to the other buyers and she prayed for condonation of the delay of 12 days in delivering the flat. Regarding the Electricity Charges and interest charged by respondent for delay in payments as per schedule in the AFS she stated that she has to seek clear instruction and/or information from the Respondent.

Heard both the parties in details.

After hearing both parties, the Authority is pleased to give the following directions:-

- a) The Respondent shall submit a Reply/Rejoinder through notarized Affidavit in response to the Rejoinder Affidavit of the Complainant and send the same (in original) to the Authority and serve a copy to the Complainant both in hard and soft copy within **1 (one) week** from the date of receiving this Order through email;

Fix next date 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