

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/COM001032

Saumen Saha..... Complainant

Vs

Rajwada Developer.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 03.10.2024	<p>Complainant Mr. Saumen Saha (Mob. No. 8910133604 &amp; email Id: saumen1964@gmail.com) is present in the physical hearing and signed the Attendance Sheet.</p> <p>Advocate Mr. Saptak Roy (Mob. No.9147158528&amp;email Id:saptakrajwada99@gmail.com) &amp; Mr. Soumyadip Giri (Mob. No. 9147114914 &amp; email Id:legal@rajwadagroup.com) are present in the physical hearing on behalf of the Respondent filing Vakalatnama and signed the Attendance Sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the fact of the case is that he is the owner of the flat No. 1/13C on 13<sup>th</sup> floor measuring 1264 Sq.ft. at '<b>Rajwada, Altitude</b>' project of the Respondent with address at,- 933, Uttar Purba Fartabad, P.O. – Garia, P.S. – Sonarpur, Garia, Kolkata – 84 alongwith one car parking space being Parking No. G11 at Gr. Floor, which is situated in the same premises. His aforesaid flat alongwith car parking space (hereinafter collectively referred to as the said property) was duly registered on 28.01.2022.</p> <p>Notwithstanding the fact that he became the legal owner of the said property in January'2022, but the same could not be made habitable and handed over to me till January 2023 by Rajwada Developer. Most of the works of his flat and common area were incomplete, unsatisfactory, non-standard which he has time and again highlighted in his emails.</p> <p>Before January, 2023, he could not take over the physical possession of his flat no. 1/13C as most of the works were incomplete. On several occasion, he visit to the office of the Rajwada Developer, 26, Mahamaya Mandir Rd., Mahamayatala, Kolkata and their office at Kamalgazi and vented out his grievances to the representative of Rajwada Developer about the incomplete works of his flat which rendered it absolutely inhabitable.</p> <p>In spite of his several visits and requests, reminders through emails, over phone calls, Rajwada Developer could not complete the pending works of his flat</p>	

and common area.

Due to such unprofessional and indifferent attitude from Rajwada Developer and their representatives, there was an undue delay in giving him physical possession of his said property. It was after several deliberations only partially the pending works were completed. Thereafter, again he had to run from pillar to post to complete the pending works of his said property.

It is pertinent to mention here that initially he refused to receive the possession letter because the pending works were still not completed. It was upon Rajwada Developer's persistent assurances that those pending works shall be completed they induced him to take the possession letter and also requested him to sign on back date. He refused to sign the possession letter with such long back date. I insisted to take the possession letter on current date only in as much as a lot of works were pending that he had highlighted in his emails. As per the commitment and assurance by the representative of Rajwada Developer, he received the possession letter on January'2023 without prejudice to the fact that still works were pending.

It is know from the email of Rajwada Developer that they are charging maintenance cost of my flat no. 1/13C from the date of registration of the flat (i.e. from Apri'2022) which is totally illegal. The maintenance cost is not related with the date of registration of the flat, the same only applies after have made the flat worth possession only then the question of any maintenance charges accruing from the said flat arises.

It is an admitted position that he has taken possession of the flat only in January'2023 and as such he has only liable to pay maintenance charges from January'2023 and he has admittedly made a payment of Rs. 30,336/-towards maintenance already and as such considering that his maintenance ought to have commenced from January'2023.

Maintenance charges from January' 2023 to July'2024 is = 2528/-x19 months =48032/-, out of which an amount of Rs.30336/-has already paid for maintenance. Balance amount =48032/- - 30336/- = 17696/- to be paid.

But, as per email of Rajwada dtd. 14.06.2024, they have charged maintenance = 2528/-x 15 months = 37920/-(from Apri'2023 to June'2024) and they have considered he paid maintenance charge of Rs.30336/-for the period from April'2022 to March'2023. That means they have charged maintenance of flat from April'2022 instead of January'2023 which is totally illegal as he has taken possession of my flat in January'2023.

Secondly, Rajwada Developer's labour also caused damage to his car, No. WB02AE0648, about one week before Durga Puja last year. He informed Rajwada Developer of this incident on this incident multiple times, yet no payment has been made to cover the repair costs. The damage to his car was assessed by Maruti Workshop, and the repair cost amounts to Rs.15,500/-. Despite repeated reminders, Rajwada Developer has failed to compensate him for the damage caused by their works.

**The Complainant prays before the Authority for the following relief(s):-**

1. Maintenance charges should be applied from the date of possession of the flat ( i.e., from January' 2023) instead of April'2022.
2. Payment of Rs.15,500/-for the damage of his car no. WB02AE0648 by the labour of Rajwada Developer.

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 their Complaint Petition on a Notarized Affidavit annexing therewith notary attested/self-attested 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 soft copies, within **15 (fifteen)** days from the date of receipt of this order of the Authority by email.

The Complainant is directed to send the scan copy of his affidavit alongwith annexure to the **email Id** of the Legal Executives of the Respondent as mentioned above.

The Complainant is further directed to provide a Tabular Form chronologically of the payments made by him specifying date and amount and money receipt number, if any, in the said table in his affidavit.

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 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 soft 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.

Fix **24.04.2025** for further hearing and order.



(TAPAS MUKHOPADHYAY)  
Member

West Bengal Real Estate Regulatory Authority