

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

Complaint No. WBRERA/COM000954-CP

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
02 25.06.2025	The Complainant, Suman Paul appeared online in the instant hearing today. He is directed to submit hazira either physically or online which should be kept in record. The Respondent, Srijan Star Reality LLP, is represented by its Legal Representative, Ishika Basu by appearing physically. She has submitted Hazira and Authorization Letter which should be kept in record. The Complainant stated that he has submitted Notarized Affidavit dated 19/02/2025, containing his full submission regarding this Complaint Petition, as per the last Order of the Authority dated 10.02.2025, which has been received by the Authority. Let the said Affidavit of the Complainant be taken on record. The Respondent has filed Written Response dated 07/03/2025 in response to the Affidavit filed by the Complainant which has been received by this Authority on 12/03/2025. Let the said Affidavit of the Respondent be taken on record. The Complainant stated that he has received the Affidavit from the Respondent. The Complainant stated that as per Section 13(1) of the RE(R&D) Act, 2016 the Respondent cannot demand more than 10% of the cost of apartment but the Respondent has demanded 70% of the same to be paid at the time of making Agreement of Sale . The Respondent made a total six nos. of demand and sent to the Complainant on 9th November, 2020 and after making such payment the	

Complainant was allowed to make the Agreement for Sale. The Complainant paid 20% at the time Agreement and the Sale Agreement was made on 27th November, 2020. As such the Complainant has to pay extra amount. The Complainant paid Rs.25,200/- at the time of booking the flat and again paid Rs.1,63,065 on 30.10.2020 and the Agreement for Sale was executed. The Legal Representative of the Respondent denied the allegation and stated that the Complainant has entered into the Agreement during the construction already in progress and being fully aware of the demands raised from the respondent.

The Complainant stated that there has been a delay in handing over of the possession of the flat. He stated that the delivery date of the flat was on 30.06.2023 but the actual hand over was done on 30th March, 2024 so the delay for nine months and no correspondence regarding this issue was intimated to the Complainant. The Legal Representative of the Respondent stated that the delay in handing over the possession was due to pandemic Covid-19 for which an extension of the project was granted as there was an interruption in completion of the project following which the possession handover was not possible to be conducted. After extension of the project from the WBRERA Authority the Completion date was extended up to 30.3.2024. The Legal Representative of the Respondent also stated that there is actual delay is only for 12 days and that was also informed to the Complainant. Due to "force majeure" the Respondent has nothing to do for delay in the delivery of possession to the complainant.

The Complainant pointed about the unjustified and unlawful demand for electricity and EDC charges been imposed by the respondent upon him at the time of delivery of his flat leaving him with no other option but to take possession of his flat by making excess payment to the respondent. He stated that the electricity related expenses initially was mentioned was Rs.50/- per Sq. ft. but on final demand the Respondent demanded Rs.205/- per sq. ft.. So the Complainant has to pay extra amount which is unlawful. The Legal Representative of the Respondent stated that the charge of Rs.50/- for electricity was initially taken as token amount and it was informed to the Complainant that in the Agreement for Sale and the booking letter wherein it is specifically mentioned that the Complainant will be charged EDC on actual basis and the Complainant has agreed to pay any such increment that might occur at the time of handover. As such as per the Agreement for Sale the Respondent has not suppressed any vital information in respect of cost estimation and the charges for electricity has been settled after having quotation from the WBSEDCL and there is nothing to do by the Respondent.

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

- a) The Complainant is hereby directed to file supplementary Affidavit specifically mentioning the points he wants to mention further on his issues raised in his complaint, if any, in response to the Written

Response filed by the Respondent annexing all supporting documents self-attested or notary attested should be sent to the Authority as well as Respondent both in hard and soft copy within **7 (seven) days** from date; and

- b) The Respondent is further directed to file Rejoinder Affidavit regarding EDC charges and also file a Affidavit in response to the Supplementary Affidavit filed by the Complainant as stated above within **7 (seven) days** after receiving the same before the Authority and to the complainant.

Fix 4(four) weeks from this date for further hearing and order.



(JAYANTA KR. BASU)
Chairperson

West Bengal Real Estate Regulatory Authority