

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

Complaint No.WBRERA/COM000736

Jayanta Saha..... Complainant

Vs.

Krishna Hi-Tech Builders Pvt. Ltd.....Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 29.01.2025	Complainant is present in the hearing through online mode filing hazira through email. Mr. Ramkrishna Das, Director of the Respondent Promoter Company is present in the online hearing filing hazira through email. Heard both the parties in detail. As per the Complainant, the fact of the case is that:- He purchased a 3 BHK Flat around 1063sqft from Krishna Hi Tech Builders Pvt. Ltd. on 20.06.2023 along with an independent car parking of 135sqft. But the builder/ developer has not yet provided him the parking space as per the project plan no. 225/CB/08/24 Dated 08.05.2015 as written in his agreement date 26.04.2023 and in his deed of conveyance dated 20.06.2023. The parking space which the developer proposed to give him is not demarcated as a parking space in the said project plan and that place is still being used by the developer to store stone chips, sand etc. The developer is saying that they are going to change the ground floor plan and the space that they proposed to give him will come under that plan. This was neither informed him at the time of purchasing the Flat nor written in the agreement and sale deed. Moreover, the parking space and driveway shall have to be paving with grass bond tiles as per the brochure which was shown them at the time of purchasing the flat and advertised online but now it is being denied by the developer to do so. 2.The developer charged Rs.20,000/- for Iron Removing Plant, Rs.30,000/- for Power Backup, Rs.35,000/- for Electric Transformer, Rs.2,000/- as Society formation Charge and Maintenance Charge @Rs.2/- per sqft for 12 months with 18% GST. This amount Rs. 132764/- was added with the value of the Flat and he had to pay more Registration and Stamp duty on Maintenance charge, Society Formation Charge and the GST amount he paid for that amenities. Besides none of the Flat owners is given any GST bills. 3.The developer is now denying forming society though Rs.2000/- was	

charged for that. He is saying to refund Rs.2000/- but he had to pay 18% GST and Stamp duty on that.

4. The developer charged the Complainant 2% of Flat value as Document charge and commissioning but some of the flat owners were not charged this 2% amount as they came directly to purchase the flat. This 2% was charged to those Flat owners who came through online broker though they were assured that there was no brokerage. Actually the brokerage was charged in that unethical way.

5. All the amenities are still not provided as communicated. Now the allottee come to know that there is no approval of swimming pool in the current plan. This was not communicated at the time of purchasing Flat.

6. Free pick and drop facility as communicated and advertised through brochure is now being denied by the developer.

7. Fire extinguishing system as communicated is now being denied by the developer.

8. The boundary of the roof of the 7 OTS (OPEN TO SKY) and the outer wall of the project mainly of the 3rd Floor are full of cracks. The roof has not been covered with water proofing work and the condition of the roof is very bad. The outer side of boundary wall is not plastered. The garden including Badminton Court, Children Play Area is not ready.

9. Moreover the project is looking fat different as advertised online and through brochure.

10. Now the developer is neither picking up phone call not calling back.

The Complainant prays before the Authority for the following reliefs:-

- a) Refund of Rs. 2 lakh for excess payment for car parking because if current approved plan was shown to him he did not purchase independent car parking.
- b) Rs. 80,000/- as the Complainant paid for legal and document charge as legal charges was not taken from all the buyers.
- c) Excess payment of Stamp duty he paid for inclusion of maintenance charges, society formation charges and GST with the value of the flat.
- d) Rs. 50,000/- for not providing amenities after 7 months and Rs. 2 lakh for poor quality of construction crackful wall of flat etc.
- e) Compensation of total RS-5,30,000/-

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 copy of supporting documents and a signed copy of the Complaint Petition and send the original Affidavit to the Authority, serving a copy of the

same to the Respondent, both in hard and scan copies, within **21 (Twenty-One) days** from the date of receiving this order through email.

The Respondent is hereby directed to submit its Written Response on notarized affidavit regarding the Complaint Petition and Affidavit of the Complainant, annexing therewith notary attested copy of supporting documents, if any, and send the original to the Authority serving a copy of the same to the Complainant, both in hard and soft copies, within **21 (Twenty-One) days** from the date of receipt of the Affidavit of the Complainant either by post or by email whichever is earlier.

Fix **28.11.2025** for further hearing and order.


(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority