

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

Complaint No. WBRERA/COM 001669

Gautam Deshmukh..... Complainant

Vs

Rishinox Buildwell LLP Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
01 01.04.2026	<p>Advocate Panchami Roy (mobile no:- 8638693539 and email id:- panchamiroy.advocate@gmail.com) is present in today's hearing on behalf of the Complainant through online mode by filing hazira through email. She is directed to send her vakalatnama immediately after today's hearing.</p> <p>Advocate Debdas Saha (mob: 7001559299, email: devdassahoo@gmail.com) is present in today's hearing on behalf of the Respondent physically by filing vakalatnama and signing the attendance sheet.</p> <p>Heard both the parties in detail.</p> <p>As per the Complainant the Fact of the case:-</p> <p>1. Misleading Representation of Balcony Area:- in the floor layout plan contained in the brochure and the Sanctioned Plan, a balcony(attached to the living room) with a width of 4 ft is depicted, and its area is shown as 50 sq. ft in the adjoining table by natural interface, this would indicate a balcony length of approximately 12.5 feet. However, an actual site measurement, carried out in accordance with clause 11.5.3(b) of the Agreement for sale, reveals that the carpet area of the balcony is only 23 sq. ft (excluding the shaft area). Upon query, the Respondent clarified that the balcony area indicated in the table represents the combined area of the living room balcony and the utility balcony attached to the kitchen. This explanation is misleading and deceptive for the following reasons:-</p> <p>a) Nowhere in the brochure, floor plan, website or Agreement for Sale (AFS) is it mentioned that the balcony area shown is a combined total of the living room balcony and the utility balcony. Even the CAM area calculation table in the brochure, which provides other clarifications in its footnotes, does not include any such note.</p> <p>b) The balcony length has not been specified and the dimensions (length and width) of the utility balcony have been completely omitted- evidently designed to mislead or confuse prospective buyers.</p>	

- c) All other unit components in the floor plan specify both length and width , except for the living room balcony, where only the width (4 feet) is shown and the length is deliberately omitted, thereby causing the buyer to believe that the balcony area is indeed 50 sq. ft (implying 12.5 feet in length).
- d) In their subsequent communication the promoter attached an entirely new drawing where both balcony and utility balcony dimensions are marked. The drawing, however, does not form part of any contractual documents. Had such a drawing been part of the original documents, the buyer would have been clearly aware of the actual balcony size prior to booking the flat.
- e) The so called “utility balcony” is not a balcony in any architectural or functional sense. It is, in fact, an enclosed kitchen extension with no separating wall with a window, and there is no railing or grill features which are typically integral to a balcony.

2. Two Outdoor AC units installed near bedroom:- an open space was clearly indicated in the sanctioned floor plan between flat marked “F” and flat marked “A” (buyer’s flat), creating a legitimate expectation of clean ventilation level of the floor slab of flat 2A below, and two large outdoor AC units have been installed on this slab. These units throw hot air upward and emit noise continuously. This has restricted access to clean normal air to the affected bedroom of flat-3A (at the upper floor), while also creating a continuous source of noise and heat emission from the sanctioned plan and a violation of the buyer’s legitimate expectation, thereby constituting deficiency in service and breach of the promoter’s obligations under RERA.

3. Work continuing after possession:- though possession letter has been issued on 9th May 2025, several minor balance jobs are yet to be completed and several jobs are still in progress as on date leaving the flat not habitable even as on date. By introducing a Customer Request Form (CRF) system promoter has shifted many responsibilities onto buyers. This has caused delays in possession while final payments were collected earlier, effectively placing the burden on buyers.

4. Certain common essential services expressly promised at the time of sale and featured in then printed sales brochure remain undelivered, including:-

- a) A dedicated AC transport facility and
- b) Day to day conveniences such as Grocery, Pharmacy, ATM and more.

The builder’s failure to deliver them, despite receiving full final payments, amounts to deficiency in service, breach of assurances made at the time of sale and misrepresentation of material facts.


Complainant prays for the following reliefs:-

- a) The balcony near the living the actually provided with the flat has an usable area of only 23 sq ft. which now cannot be rectified or expanded to match the 50 sq ft. area represented in the brochure. Having been missed and left with no practical alternative, the buyer seeks to withdraw from the project and claims refund and compensation for this.
- b) Promoter shall remove the outdoor A/C units from its present location and shall never place in future any such machines and shall compensate the buyer for any consequent delay in handing over physical possession of the Flat together with compensation for harassment and discomfort suffered by the buyer. Else, the buyer seeks to withdraw from the project with refund and compensation.
- c) To direct the Respondent to complete the balance and defective jobs as identified by the buyer till date or,
- d) Invalidate the CRF system introduced by the promoter and direct the respondent to engage a third party inspection agency as may be recommended by RERA Authority to generate a checklist of all balance defective works and respondent shall complete all the checklist jobs, so generated in a time bound manner and shall discomfort suffered by the buyer for the delay in handing over of the flat together with compensation for harassment and discomfort suffered by the buyer.
- e) Respondent shall provide the essential services (grocery, pharmacy.ATM etc.) promised in brochure immediately with compensation @ Rs. 2,000/- per day from the date of possession notice till resumption of these services.

After hearing the Complainant, 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: -

- A. The Complainant shall submit his total submission regarding the 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 **7 (seven)** days from the date of receipt of this order of the Authority by email.
- B. The Respondent shall 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 same (in original) to the Authority serving a copy 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 after **6(six) weeks** for further hearing and order.



(JAYANTA KR. BASU)

Chairperson

West Bengal Real Estate Regulatory Authority



(TAPAS MUKHOPADHYAY)

Member

West Bengal Real Estate Regulatory Authority