

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

Complaint No.WBRERA/COM 001131

Ananya Bose..... Complainant

Vs

Aristocrat Residences LLP Respondent

Sl. Number and date of order	Order and signature of the Authority	Note of action taken on order
02 23.05.2025	Complainant along with Advocate Subhro Kanti Roy Chowdhury, appeared physically in the hearing today filing hazira and signed the Attendance Sheet. Chattered Account Mr. Gopal Krishna Lodha, Authorized Representative of the Respondent company appeared physically in the hearing today filing hazira and signed the Attendance Sheet. As per the Complainant, fact of the case is that,- 1. By virtue of a registered deed dated 14th May 2024 being deed no. 160206918 of the year 2024, the complainant purchased the flat being unit no. 8D on the 8th Floor of the building named "Ambient Winds" containing by estimation carpet area of 830 sq ft. and super built up area 1168 sq ft. more or less and one medium sized covered car parking space, if not made then one covered independent MLCP car parking space admeasuring 135 sq ft. approx. On payment of entire consideration of Rs. 53,00,000/- along with GST calculated on an alleged percentage of 12% on the total amount. 2. Thereafter the complainant mutated her name before Kolkata Municipal Corporation wide mutation certificate dated 10/07/2024 3. That the total carpet area of the unit purchased by the complainant is mentioned as 830 sq ft. in the deed of conveyance but after getting the same measure the complainant found the carpet area to be 634.7299 sq ft. which is mismatching with the carpet area on which the price has been calculated by the respondent. There is a difference of 195.2701 sq ft, the excess area, over which the complainant has already paid the consideration to the respondent at the time of registration of the flat and parking in favour of the complainant. 4. Further, the respondent through different emails confirmed the OST amount deducted to be 5% but during the payment schedule the complainant had to pay the GST at the rate of 12% for which the respondent never gave any explanation as to why the complainant was charged 12% GST in place of 5% GST as assured by the respondent to the complainant at different point of time. 5. That till date the respondent has failed to complete the gymnasium as	

well as the yoga desk, the common amenities to be provided by the respondent and further failed to give any dead line as to when the common amenities will be functional for the residents.

6. That even though the handover of the flats started in the year 2023, till date the respondent failed to form a flat association in the said building.

7. The respondent took one year maintenance charge in advance from the complainant, the respondent is now raising month by month maintenance bill and forcing her to pay the same which is absolutely illegal.

8. Further, there is a commercial portion in the front side of the building where 'Gujraj Hyundai motors' have opened their showroom but the showroom people are accessing the exclusive entry and exit gate for the resident from the back side of the building and parking their cars in the common portion and also at time obstructing the ingress and egress of the cars of the residents.

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

1. To refund the amount of Rs. 12,46,904.81/- which is the consideration for 195.2701 sq. ft., difference of the carpet area as mentioned in the sale deed and the actual carpet area found after physical measurement of the said unit.

2. To refund the excess GST amount calculated @ of 7%, amounting to Rs. 3,71,000/- paid by the complainant to the respondent over the period of time.

3. To restrain the commercial area owners and the main agents from accessing the exclusive entrance of the residence holders and further restrain them from free movement and parking of the vehicles at the common areas and at the parking area designated for parking of vehicles of the residential unit owners.

4. To provide a timeline of completion of common amenities gymnasium and yoga desk and further pay interest as per Section 18 of WBRERA Acts and Section 17 of WBRERA Rules over the excess amount already taken by the respondent from the complainant as per clause 1 & 2 of the reliefs as herein above written and also pay damages in return of Rs. 10,00,000/- for the mental harassment and disturbances faced by the complainant.

Respondent stated that he did not get details of the Complaint, and after receiving the same he may submit his submission.

After hearing both the parties, the Authority is hereby pleased to admit the matter for further hearing and give the following directions:-

- A. Complainant shall submit his total submission regarding this complaint petition on a notarized Affidavit annexing therewith notary attested/self-attested copy of 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 scanned copy within **21(twenty-one) days** from the date of receipt of this order of the Authority.
- B. The Respondent company is hereby directed to submit its written response on a notarized Affidavit regarding the complaint petition and Affidavit of the Complainant annexing therewith notary attested/self-

attested copy of 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 scanned copy within **21(twenty-one) days** from the date of receipt of this order of the Authority.

Fix **14.08.2025** for further hearing and order.

Let copy of this order be served to both the parties immediately.



(BHOLANATH DAS)

Member

West Bengal Real Estate Regulatory Authority