

**COMPLAINT TO AUTHORITY**  
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 4/11/2020

Date of receipt by post : \_\_\_\_\_

Complaint No. : COM000370

Signature : \_\_\_\_\_

Authorized Officer : \_\_\_\_\_

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

Calcutta Greens Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata-700075

Between

UMA JALAN Complainant(s)

And

EMAMI INFRASTRUCTURE LIMITED Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

(i) Name of the complainant : UMA JALAN

(ii) Address of the existing office / residence of the complainant :

(iii) Address of the service of all notice : 19A, PRASANNA KUMAR TAGORE STREET

1ST FLOOR

KOLKATA - 700006

2. Particulars of the respondents:

(i) Name(s) of the respondent : EMAMI INFRASTRUCTURE LIMITED

(ii) Office address of the respondent : 2, JESSORE ROAD ,North 24-Parganas,Barrackpur - II Dum  
Dum,West Bengal,700025

(iii) Address for service of all notices : ACROPOLIS

13TH FLOOR

1858/1, RAJDANGA MAIN ROAD

KOLKATA - 700107

3. Jurisdiction of the Authority : North 24-Parganas

4. The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

Emami Realty Ltd (Respondent) allotted and sub leased a Flat to us in the project-Emami City on Jessore Road, Kolkata. However, the same was handed over to us only in November 2019, beyond the completion date and hence, we seek compensation for delayed handover. An agreement to sub lease, annexed as Annexure A was entered into between the parties and under the same, the handover of Flat was scheduled to be completed within March 2017. Further, we were entitled to receive compensation for delayed handover based on Clause 6.6.2 & 6.6.3 of the Agreement. However, despite expiry of more than 2 years since the scheduled completion date, the project was yet to be completed and our allotted Flat was not handed over to us. Hence, we wrote a letter dated October 15, 2018, annexed as Annexure B demanding compensation to which there has been no reply from the Respondent till date. Despite not giving possession, the Respondent compelled us to pay 10% of the balance consideration along with other charges for handover of possession which we were compelled to pay under protest as per their demand letter dated June, 24, 2019, annexed as per Annexure C. We paid 90% consideration as demanded for the transfer of the allotted Flat in April'2015, despite which we were handed over possession only in November 2019 after a delay of more than 2 years. The Respondent appropriated all the monies despite not fulfilling its obligations. Hence in terms of Agreement we pray for total delayed compensation to be awarded from March 2017 to November 2019 amounting to Rs 20,98,358/- along with direction to pay Rs 10,00,000/- on account of our mental suffering & trauma and Rs 2,00,000/- as legal cost. Based on the above, we humbly pray for a direction on the Respondent to pay sum

*Uma Jalan*

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of Rs 32,98,358/- and calculation for same is enclosed as per Annexure D.

(give a concise statement of facts and grounds for complaint)

5. Relief(s)

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) :  
Decree of Rs. 32,98,358/- upon the Respondent to be paid to the Complainant

(Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon)

6. Interim order, if prayed for:  
None

Pending final decision on the complaint the complainant seeks issue of the following interim order:  
None

(Give here the nature of the interim order prayed for with reasons)

7. Complainant not pending with any other court, etc:

The Complainant further declares that the matter regarding which this has been made is not pending before any Court, Tribunal or Adjudicating Authority.

The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

8. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 36:

- (i) Amount : 1000
- (ii) Name of the bank on which drawn : BillDesk Online Payment

9. List of enclosures :

(Specify the details of enclosures with the complaint)

Annexure A - Extract of Agreement to sub lease between Complainant and Respondent

Annexure B - Notice for compensation

Annexure C - Final Demand Letter

Annexure D - Compensation Calculation

Uma Jalan

FORM 'D'  
See rule 36(1)

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**Verification**

I UMA JALAN son / daughter of BHYAM BUNDAR GOENKA the applicant do hereby verify that the contents of paragraphs (1 to 7) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place : Kolkata

Date : 12/4/2020

Uma Jalan  
Signature of the applicant(s)