

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 10/22/2019

Date of receipt by post : _____

Complaint No. : COM000165

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

Rajiv Keshri Complainant(s)

And

EMAMI INFRASTRUCTURE LIMITED Respondent(s)

Details of claim :

- Particulars of the complainant(s) :
 - Name of the complainant : Rajiv Keshri
 - Address of the existing office / residence of the complainant : P-48 Pragati Pally Lake Town, North 24-Parganas, South Dumdum, Lake Town, 700089
 - Address of the service of all notice : P-48, Pragati Pally, Lake Town, Kolkata-700089
- Particulars of the respondents:
 - Name(s) of the respondent : EMAMI INFRASTRUCTURE LIMITED
 - Office address of the respondent : 2, JESSORE ROAD ,North 24-Parganas,Barrackpur - II Dum Dum,West Bengal,700025
 - Address for service of all notices : Emami Realty Limited, Acropolis, 13th Floor, 1858/1 Rajdanga Main Road, Kasba, Kolkata 700107, West Bengal
- Jurisdiction of the Authority : North 24-Parganas
- The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

Myself and my wife had jointly made an application before Emami Realty Limited (herein after referred to as "Developer") for allotment of Flat in Emami City, 2 Jessore Road, Kolkata. Accordingly, the Developer vide Allotment letter dated 30/10/2012 having Ref. No. Emami City, Sales/660 allotted in our favour Flat No. A4-404, 4th Floor in Block – A admeasuring 1150 sq. ft. Subsequently, an agreement to sub-lease dated 27/09/2014 containing the terms and conditions were executed between us. Till February 2016 we have paid an amount of Rs. 55,07,527/- (Rupees fifty five lakh Seven thousand five hundred twenty seven) which is around 90 % of the total consideration.

It was agreed in Article VI of the above said Agreement that the Completion Date of the flat will be December 2017 (including a grace period of 9 months). It was further agreed that in the event of any delay in completion of Flat booked by us Developer will be entitled to a further grace period of 6 (six) months i. e. upto 30.06.2018 as construction grace period and during the said construction grace period Developer will be liable to pay us interest on the amount paid by us till then at the rate of then prevailing SBI PLR.

It was further agreed that in the event Developer fails to complete the said Flat within the construction grace period i. e. within 30.06.2018 then it shall be entitled for an additional grace period of another six months i. e. upto 31.12.2018 as extended construction grace period during which we shall be entitled to the interest on amount paid by us till then at the rate of then prevailing SBI PLR plus 2%. As Developer has failed to handover our unit within

FORM 'J'
See rule 36(1)

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on Developer vide our letters dated 12.07.2019. Instead of giving reply to our said letter the Developer had sent a letter dated 24.06.2019 offering possession of the booked flat along with Demand letter cum tax Invoice dated 12.06.2019 for Rs. 8,82,627/-. Both the offer for possession letter and demand letter were dispatched through courier on 23.07.2019 and received by us on 24.07.2019. In the said demand the Developer had also charged an interest of Rs. 35,100/- for delay in payment of one or two instalment by us.

Subsequently, we had again sent letters dated 31.07.2019 and 03.09.2019 to the Developer to adjust the possession dues from the interest receivable and pay the balance interest and hand over the flat to us. However, the Developer is not responding to any of our letters. Sales Department of the Developer to whom a copy of all our letters were marked, even refused to accept our last letter dated 03.09.2019. As per the Agreement to Lease we are entitled to an interest for delay in handover amounting to Rs.14.78 lacs calculated from 01.01.2018 till 30.09.2019.

Under the circumstances, we pray before the Hon'ble Authority to pass an order to hand over Flat No. A4-404, 4th Floor in Block – A, Emami City, 2 Jessore Road, Kolkata immediately and pay us interest for delay in handover (calculated from 01.01.2018 till actual payment) after adjusting the lawful possession dues.

(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) :

We pray before the Hon'ble Authority to pass an order to hand over Flat No. A4-404, 4th Floor in Block – A, Emami City, 2 Jessore Road, Kolkata immediately and pay us interest for delay in handover (calculated from 01.01.2018 till actual payment) after adjusting the lawful possession dues.

(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:

- 1) Hand over Flat No. A4-404, 4th Floor in Block – A, Emami City, 2 Jessore Road, Kolkata
- 2) Pay us Interest as committed by the Developer vide Agreement to Sub-Lease dated 27/09/2014 executed between us and the Developer.

Pending final decision on the complaint the complainant seeks issue of the following interim order:

- 1) Hand over Flat No. A4-404, 4th Floor in Block – A, Emami City, 2 Jessore Road, Kolkata
- 2) Pay us Interest as committed by the Developer vide Agreement to Sub-Lease dated 27/09/2014 executed between us and the Developer.

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

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

We further declare 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)

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)

Allotment Letter

Lease Deed

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See rule 36(1)

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Letter 03.09.2019

Letter 12.07.2019

Letter 31.07.2019

Letter Returned

Possession Letter

Possession Letter 2

Verification

I Rajiv Keshri son / daughter of Madan Mohan Prasad Keshry 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 : *122/1/2019*

Date : *22/10/2019*



Signature of the applicant(s)