

FORM 'J'
See rule 36(1)

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 3/21/2020

Date of receipt by post : _____

Complaint No. : COM000366

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between
PANKAJ KUMAR KEJRIWAL Complainant(s)
And
EMAMI INFRASTRUCTURE LIMITED Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

- (i) Name of the complainant : PANKAJ KUMAR KEJRIWAL
- (ii) Address of the existing office / residence of the complainant : FLAT 2D, BLOCK 26, DIAMOND CITY NORTH, 68 JESSORE ROAD, North 24-Parganas, South Dumdum, Dum Dum, 700055
- (iii) Address of the service of all notice : Flat 2D, Block 26, Diamond City North, 68, Jessore Road, Kolkata-700055

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 July 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 Oct 22, 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 noted in the letter dated Nov 29, 2019, annexed as Annexure C. A cursory reply was received from the Respondent denying the claim without any reason and stating that it is not necessary to deal with the issues raised by us and same is annexed as Annexure D. We paid entire consideration as demanded for the transfer of the allotted Flat in 2016-17, despite which we were handed over possession only in July 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

FORM 'J'
See rule 36(1)

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

delayed compensation to awarded from March 2017 to July 2019 amounting to Rs 28,59,654 along with direction to pay Rs 10 Lakh on account of our mental suffering & trauma and Rs 2 Lakh as legal cost. Based on the above, we humbly pray for a direction on the Respondent to pay sum of Rs 4,059,654/- and calculation for same is enclosed as Annexure E.

(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. 4,059,654/- 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 complaint has been made is not pending before any other 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- First Demand Letter issued to Emami by Allottee

Annexure C- Letter issued to Emami on Nov 29, 2019

Annexure D - Reply Letter dated Dec 4, 2019 from Emami

Annexure E- Compensation Calculation

FORM 'J'
See rule 36(1)

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

Verification

I **PANKAJ KUMAR KEJRIWAL** son / daughter of **RAJ KUMAR KEJRIWAL** 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 : *30-March-2020*

Pankaj Kumar Kejriwal
Signature of the applicant(s)