

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

For use of Authority(s) office :

Date of filing : 1/14/2020

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

Complaint No. : COM000248

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

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

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between  
SWAGATA ROY                      Complainant(s)  
And  
DTC Projects Pvt. Ltd.              Respondent(s)

**Details of claim :**

- Particulars of the complainant(s) :
  - Name of the complainant : SWAGATA ROY
  - Address of the existing office / residence of the complainant : DEBAGRAM DEBAGRAM ANAIPUR, Birbhum, Nanoor, Nanoor PS, 731302
  - Address of the service of all notice : Swagata Roy  
Vill+ PO - Debagram Anaipur  
Dist - Birbhum  
PIN - 731302
- Particulars of the respondents:
  - Name(s) of the respondent : DTC Projects Pvt. Ltd.
  - Office address of the respondent : Diamond Harbour Road Beside Vivekananda Mission School, Near IIM Calcutta, South 24-Parganas, Bishnupur - I Bishnupur, West Bengal, 700104
  - Address for service of all notices : AYUSH JALAN,  
DTC Projects Pvt. Ltd.  
1 Netaji Subhas Road,  
Kolkata 700001
- Jurisdiction of the Authority : South 24-Parganas
- The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

I have booked one residential flat (Block 8, 10E under phase I) at DTC Southern Heights, Joka, developing by DTC Projects Pvt Ltd. and agreement for sale was executed on 15.02.2018. As per the Clause 6.15 of the said agreement, the construction of the unit will be completed and made tenantable within 30.09.2018. But it is a matter of regret that I am yet to get the possession of the same as on date. More so, whenever I try to contact the builder/office, I get no assurance of any fixed time line anywhere soon. Every time I am being told in an ambiguous line that the possession will be offered by "NEXT MONTH" which never happened.

Based on the agreement and the verbal assurances given by the builder last year, I shifted my family to Kolkata in a rented accommodation in anticipation of getting the possession of the flat soon. I rented the room in the month of September, 2018 and am put up there ever since. The room rent I am incurring per month is Rs.11,000/-. This is totally unexpected expenditure for me for which I was not at all prepared. This has upset my monthly financial budget and am now in a very tough situation. This apart I need to arrange for my regular EMI for the loan in c/w. this flat since March 2018.

During recent visit to the project site it was evident that the possession would be delayed further. Hence this complaint.

FORM 'J'  
See rule 36(1)

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(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) :

I request to direct the developer to compensate my finances as noted above immediately and to keep on compensating the same till the flat is handed over to me for possession with all benefits / features noted under the agreement, to relive me from this situation and seek relief as laid down by the Authority in this regard.

(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:  
Stay on final demand.

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

Stay on final demand, so that I get an option to adjust the compensation claimed against the final demand before its settlement.

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

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

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)

Agreement for Sale

Letter to Developer claiming compensation for delay in possession

**Verification**

I SWAGATA ROY son / daughter of TAPAN KUMAR ROY 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 : *14.01.2020*

*Swagata Roy*  
Signature of the applicant(s)