

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 : 10/13/2020

Date of receipt by post : _____

Complaint No. : COM000523

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between
Paramita Pal Complainant(s)
And
Purview Projects LLP Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

- (i) Name of the complainant : Paramita Pal
- (ii) Address of the existing office / residence of the complainant :
- (iii) Address of the service of all notice : Paramita Pal

140F Baghajatin G Block
Kolkata - 700086

2. Particulars of the respondents:

- (i) Name(s) of the respondent : Purview Projects LLP
- (ii) Office address of the respondent : RGM-5/128, Block - I, Ward No. - 4 Mouza Gopalpur, J.L. No. 2, North 24-Parganas, Bidhannagar Municipal Corporation Airport, West Bengal, 700136
- (iii) Address for service of all notices :

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:

We, myself Paramita Pal and Santanu Debnath had booked an apartment in 2015 under Unimark Springfield project Classic 2 Block 2 Flat# 9E. We have an agreement with Unimark dated 15/09/2015 stating delivery of the unit for possession within 42 months with a grace period of 12 months(as per agreement section 15.1). Stated 42 months got already over long back and even the grace period ended on 15th Mar, 2020, but we have not received the possession of the unit till date.

So far we have paid all the demands on time till our designated 9th Fir roof casting which is 80% of total payment and there has been no delay on our side. This amounts to INR 56,30,225 including property tax. The demands for the remaining 20% is still to be made by the builder as per the agreement which is pending construction.

As per our agreement section 20.2 which states " In case of default of developer purchaser shall have the option to rescind/terminate this agreement and claim refund of all payments made by the Purchaser by the time to the Developer in terms of the agreement together with an interest of 12% per annum", we already reached out to builder seeking full refunds of the payments made as the default on the developer side. However they reverted back that a flat extension of 9 months has been given by WBHIRA due to COVID 19 Pandemic. Also they mentioned that "any compensation on delay penalty or payments if any will be calculated at the time of possession" for which they have no definite date.

So, we went through the WBHIRA circular and found that it clearly mentions the 9 months extension is applicable

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for projects which are scheduled completion on or after 22.03.2020 which is after our due date of 15.03.2020 even if we consider the 12 months grace period. So, this notification should not be applicable for us. Also they never were in a position to meet the deadline with or without pandemic.

(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) :

Given this overall scenario we plead WBHIRA to come to our aid and safeguard consumer interest by ensuring Developer/Builder(Unimark) follows the agreement section 20.2 as below and make a full refund of our payments with 12% interest per annum from date of default.

Agreement section 20.2 states,

"Purchaser shall have the option either to seek specific performance of the agreement or to rescind/terminate this agreement and claim refund of all payments made by the Purchaser by the time to the Developer in terms of the agreement together with an interest of 12% per annum from the date of delay/default beyond the stipulated time mentioned herewith"

Attaching all the payment receipts and screenshots of parts of agreement clause.

(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:

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

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

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

Complaint has not been registered with any other court of tribunal.

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 - sub sections

Money Receipts - 1st Fir to 7th Fir

Money Receipts - 9th Fir

Money Receipts - booking and Piling

WBHIRA -Covid19 circular

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Verification

I Paramita Pal son / daughter of Shyamal Kanti Pal 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 : 14.10.2020

Paramita Pal

Signature of the applicant(s)