

EW 345214300IN Remide 3/12/2020
12:12

Speed post EW 437190935 IN 23/5/20
10:52 hrs

THE KOLKATA GAZETTE, EXTRAORDINARY, JUNE 8, 2018

Barasat P.O. [PART I]

FORM 'K'
[See rule 37(1)]



EW345214300IN IVR:6987345214300
SP NDAPARA SO NORTH 24 PARGANAS
Counter No:3,03/12/2020,12:12
To:THE SECRETARY,OFFICE OF H.I.R
PIN:700075, Santoshpur SO
From:SUBRATA MUK,84A PIONEER PARK
Wt:20gms
Amt:17.70(Cash)Tax:2.70
<Track on www.indiapost.gov.in>

APPEAL TO THE HOUSING INDUSTRY REGULATORY AUTHORITY.

Compensation under section 31 of the Act
or use of Authority(s) office:

Authorized Officer

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE
(Name of place)

Between
SUBRATA MUKHOPADHYAY / SOMA MUKHOPADHYAY
applicant(s)

And
TATA HOUSING DEVELOPMENT COMPANY
Respondent(s)

Details of claim:

1. Particulars of the applicant(s):

- (i) Name of the applicant: SUBRATA MUKHOPADHYAY / SOMA MUKHOPADHYAY
- (ii) Address of the existing office / residence of the appellant: 84A PIONEER PARK, P.O:- BARASAT
- (iii) Address for service of all notices: N-24 PARGANAS W.B. PIN-700124
- (iv) Details of allottees apartment, plot or building: AVENIDA, 2G/7 ACTION AREA-II NENTOWN KOLKATA - 700160

2. Particulars of the respondents:

- (i) Name(s) of respondent: TATA HOUSING DEVELOPMENT COMPANY
- (ii) Office address of the respondent: 2G/1 ACTION AREA-II "CENTRUS MALL" NENTOWN KOLKATA 700156
- (iii) Address for service of all notices:
- (iv) Registration no. and address of project: ✓ HIRA/P/NOR/2018/000102 Dt. 09.10.2018
2G/7 ACTION AREA-II, NENTOWN, KOLKATA 700160

3. Jurisdiction of the

The applicant declares that the subject matter of the claim falls within the jurisdiction of the NENTOWN, KOLKATA

4. Facts of the case:

[give a concise statement of facts and grounds of claim against the promoter] Compensation(s) sought:

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) DELAY IN GIVING POSSESSION (ON 15-12-2018) INSTEAD OF 31-08-2018 along with INTEREST till settlement.

[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon] Agreed date of possion 31-08-2018 However they gave possession on 15-12-2018. CLAIM should include applicable Interest till date of settlement.

5. Claim not pending with any other court, etc.:

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

Soma Mukhopadhyay
Soma Mukhopadhyay

* on 02/12/2020 spoke to WBHIRA office over phone 033 2416 0806. I was told not to worry as virtual Hearing going on... on complaints...

6. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 37:

(i) Amount Rs 1000/-

(ii) Name of the bank on which drawn SBI

(iii) Demand draft number 047756 Dt. 19.05.2020

7. List of enclosures: 1. Relevent Portion of Agreement (Photocopy)

[Specify the details of enclosures with the application] 2. Possession letter (Photo copy)

3. Copy of my last e-mail to Tata Housing

Verification

Subrata Mukhopadhyay

(name in full block letters) son / daughter of

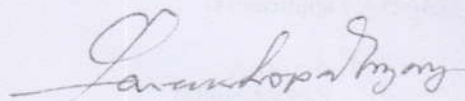
Sudhir Mukhopadhyay

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: Barasat

Date: 19.05.2020



Signature of the applicant(s)

(SUBRATA MUKHOPADHYAY)

Soma Mukhopadhyay

(SOMA MUKHOPADHYAY)

Mob: - 9874685430

Add: 84A PIONEER PARK

BARASAT PIN. 700124

e-mail : SUBRATA_MUKHO2003@YAHOO.COM

To
The Secretary
WBHIRA, Calcutta Greens Commercial Complex (1st floor)
1050/2, Survey Park, Kolkata - 700075

19.05.2020

Subject: Complaint against Tata Housing Dev. Co. - your letter
591/HIRA/1C-11/2018 Pt-1 dated 06/03/2020.

Dear Sir,

Reference to your captioned letter, I am forwarding
you respective form alongwith Demand Draft 047756 dt 19.05.2020
of Rs 1000/- drawn on SBI; all relevant documents (copy)
(THDC)

Informatively, Tata Housing Dev. Co. was to handover
the apartment on 31.08.2018.

The THDC got partial occupation Cert. (POC) on 24.08.2018

However THDC obtained WBHIRA approval on 09.10.2018.

THDC raised final demand to me on 03.12.2018 and
I handed over Cheque(s) on 08.12.2018.

Finally the THDC handed over possession on 15.12.2018

I request your office that THDC should pay me interest
for delay in giving me possession by $3\frac{1}{2}$ months alongwith
interest for not giving me the settling the matter on time
that is from 15.12.2018 till the date of settlement.
INSPIRE OF OBTAINING POC OTHER APPROVALS, THDC DELAYED POSSESSION

Thanking you

yours faith fully

Subrata Mukhopadhyay

(SUBRATA MUKHOPADHYAY)

M. 9874685430

Interest should be as per directive of Honble Supreme Court

19, 05, 2020

भारतीय स्टेट बैंक
State Bank of India
Branch COLONY MORE BARABATI KOLKATA
CODE No. 10391
333-25241117

मांगद्राफ्ट
DEMAND DRAFT

052020
COMMYY

मांगे जानवर WES L BENCAL HOUSING INDUSTRY REGULATORY AUTHORITY

या उनके आदेश पर

ON DEMAND PAY

OR ORDER

One thousand Only

रुपये RUPEES

अदा करें ₹ 000 00

001000428047756
Name of Applicant

Key: TIDLAS Sr. No. 860378
SUBRATA MUKHOPADHYAY


AMOUNT BELOW 1001/1/4

मूल्य प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक

STATE BANK OF INDIA
अदाकर्ता शाखा / DRAWEE BRANCH CLEARING CPC KOLKATA
कोड नं. / CODE No. 10391

प्राधिकृत हस्ताक्षरकर्ता
AUTHORISED SIGNATORY


शाखा प्रबंधक
BRANCH MANAGER

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED

केवल 3 महीने के लिए वैध
VALID FOR 3 MONTHS ONLY

₹ 1,50,000/- एवं अधिक के लिए दो अधिकारियों द्वारा हस्ताक्षरित होने पर ही वैध है।
INSTRUMENTS FOR ₹ 1,50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

⑈047756⑈ 0000020001⑈ 000428⑈ 16

MALHAR SECURITY PRINTERS PVT. LTD. CHEENNAI / CTS - 2010

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From: "Subrata Mukhopadhyay" <subrata_mukho2003@yahoo.com>

To: "Debrina Sengupta" <debrinasengupta@tatahousing.com>

Sent: Fri, Feb 14, 2020 at 5:43

Subject: Ombudsman and Compensation for delay in delivery of apartmen

I think THDC Rajarhat Newtown Kolkata purposely not responding, although Debrina madam told me over phone 10 days ago that THDC Legal Team will reply shortly.

Now I have decided to take up the matter to Competent Authority for settlement.

My submission is simple- "if there's delay than pay me compensation with interest for lingering so long".

Thanks and regards

Subrata Mukhopadhyay T-A 1804 AVENIDA

Parking Spaces for Said Apartment

- a) Earmarking of specific parking space/s will be done at the time of giving possession of the Said Apartment and the PURCHASER(S) shall not have any objection to the same. Each allotted parking space will entitle PURCHASER(S) the right to park only one vehicle. In case of transfer of the Said Apartment, the right to use car parking/s shall be automatically transferred along with the Said Apartment. The right to use car parking/s under no circumstances is separately transferable. This right to use car parking/s shall not confer upon PURCHASER(S) any right of ownership of the space on which such parking facility is provided. Unallotted parking space, if any, shall continue to remain the property and in possession of PROMOTER. It shall be the discretion of PROMOTER to allot/use these unallotted parking spaces as it may decide, at its sole discretion.
- b) PURCHASER(S) agree/s that car parking/s would be used exclusively for parking of light motorized vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals etc. The car parking right shall be an integral part of the Said Apartment and it cannot be detached from the Said Apartment. PURCHASER(S) shall not be entitled to sell / deal with the said car parking/s independent of the Said Apartment and it shall stand automatically transferred along with the transfer of the Said Apartment. All Clauses of this Agreement and Sale Deed, when executed pertaining to allotment, possession, cancellation etc. shall apply mutatis mutandis to the car parking/s, wherever applicable. PURCHASER(S) agrees that all such reserved car parking spaces allotted to all occupants shall not form part of common areas of the Said Building.

4. POSSESSION

4.1 Possession, Time and Compensation

- a) PROMOTER shall endeavor to give possession of the Said Apartment to PURCHASER(S) on or before **31.08.2018** and subject to provisions of sub-clause (b), (c), (d) and (e) also force majeure circumstances and reasons beyond the control of PROMOTER (Date of Possession).
- b) In the event, possession of the Said Apartment is delayed beyond the date as agreed hereinabove inter alia for any reason mentioned then, the PROMOTER shall be entitled to extension of 2 [Two] months (Extended Date) for giving possession of the Said Apartment, failure to hand over possession beyond the Extended Date by the PROMOTER. In such an event, the PURCHASER(S) shall be entitled to seek compensation from the expiry of the Extended Date @ 6% (six percent) per annum on the amounts paid till date towards the Sales Price (excluding stamp duty, registration fee, VAT, tax, etc paid to the authorities) of the Said Apartment. The aforesaid compensation shall be payable till date of receipt of occupation certificate or any other certificate required for occupation of the Said Apartment (OC Date). Further, the aforesaid compensation, if any accruing, shall be payable/adjustable only at the time of handing over the possession of the Said Apartment. It is expressly clarified that no compensation shall be payable by the PROMOTER for any time period beyond the OC Date, irrespective of PURCHASER(S) not taking possession of the Said Apartment. However, the compensation shall not be paid in the following events:
- i) For the period of delay caused in getting essential infrastructure facilities such as electricity, water supply etc. beyond the extension in case of force majeure circumstances as mentioned hereinabove,
- and/or
- ii) If PURCHASER(S) commit/s any breach of terms and conditions contained herein.
- c) Project may not have the infrastructure in place as on the date of booking or at handing over of

Soma Makhopadhyay
Soma Makhopadhyay

Purchaser



Promoter