

The Agreement of Sale (Notarial Certificate Ref. No. H-663/2017) was made on 11th August 2017, for Flat No. 201, (Maa Batai Apartment, 2nd floor, Andul Station Road, Howrah), between the Promoter (Shri Sushil Kumar Sharma, Proprietor of M/S. Maa Batai Construction ,472/2, Sarat Chaterjee Road, Shibpur, Howrah-711103) & us (Smt. Bharati Das, & Shri Asis Das, Sodepur, Kol.-113) . The total value of said Flat is Rs. 15,54,000.00 (Rupees Fifteen Lakh Fifty Four Thousand only) and /or @ Rs. 2100/- (Rupees Two Thousand One Hundred only) per Square Feet. The Promoter has taken payment from us as phase-wise instalment as stated in Agreement of Sale. Details of payments are given below as :

- 1) At the time of Agreement – Rs. 5,00,000.00 (by Cheque no. 138823, Axis Bank dated 21.08.2017 & through RTGS, Allahabad Bank dated 16.08.2017) which is 32.175 % of the total consideration of our booked Flat – that deviates **Section 13(1) of WBHIRA,2017**.
- 2) After the Second Floor Roof Casting – Rs. 2,00,000.00 (through RTGS, Axis Bank dated 29.05.2018) - which is 12.87 % of the total consideration of our booked Flat.
- 3) After Brick works of Second Floor – Rs. 3,00,000.00 (by Cheque no. 138827, Axis Bank dated 18.07.2018 & by Cheque no. 000003, UCO Bank dated 18.07.2018)- which is 19.31 % of the total consideration of our booked Flat.

However after exceeding 1 year from the schedule date of completion, the Flat was found incomplete & he pressurised us verbally to make further payment for progress of work and therefore we compelled to make excess payment of Rs. 1,00,000.00 to the Promoter (Money receipt dated 21.09.2019)- which is 6.44 % of the total consideration of our booked Flat. This indicates that till September 2019 the flat was still incomplete.

The Promoter has finally constructed (G+4) storied building but did not taken any prior consent from us which deviates **Section 14 of WBHIRA,2017**. The Agreement of Sale was made for (G+3) storied building & Sanctioned plan supplied by the Promoter to us at the time of Agreement was for (G+3) building (approved by Howrah Zilla Parisad). Since 2019 we requested him several times verbally to provide us the amended Sanction plan for the additional 4th floor of the building from competent authority but till now he did not provide us the same. The land area of the project as per Sanction plan (Memo no. : 555/032/HZP/EP, dated 31.03.2017) is 178.46 SQM . The no. of Flats to be made as per Agreement of Sale was Seven(7) – but after construction of additional 4th floor , now the total no. of Flats in the building has become Nine(9) .

Since the said Flat found incomplete as per Agreement of Sale till the end of December 2020 , we have not further paid the next instalment payment (to be paid after completion of the rest of works of the said flat as per Agreement of Sale). Ultimately the Promoter failed to complete & handover the said Flat in time(30.09.2018) as per Agreement of Sale dt. 11.08.2017 – which deviates **Section 18 of WBHIRA,2017**. We are getting mentally harassed & financially looser since more than last two years regarding this Flat booking. We requested him by letter (Ref. No. AF/REG/001/2020-2021, dated 22.01.2021) to complete the rest of works as per Agreement of Sale & provide us the amended Sanction plan for the additional 4th floor of the building from competent authority with Completion Certificate and /or Occupancy Certificate of the building from competent Authority before proceeding for registration. In reply of our letter through his Advocate, Mr. Ayan sarkar dated 21.02.2021, he has given false statement by saying that we booked the Flat on 30.09.2018(which is the completion date of the Flat as per Agreement of Sale) & prior execution of the said Agreement the said Flat was completely ready for residential use including all amenities and facilities for common purposes. But he is still unable to provide us the amended Sanction plan for the additional 4th floor of the building from competent authority ,Completion Certificate and / or Occupancy Certificate - which violates **Section 11 of WBHIRA,2017**. He has also made false allegation against us instead of giving emphasis on our request .