

Brahmaputra Enterprises Pvt. Ltd.

Date: 05/11/2019

To,
West Bengal Housing Industry Regulatory Authority
Calcutta Greens Commercial Complex (1st Floor)
1050/2, Survey Park
Kolkata-700075

Ref No. : Agreement dated 25/10/2012, Customer code: UA0090 and Project Name: Unitech Air

Sub: Complaint against Bengal Unitech Universal Infrastructure Pvt. Ltd.

Dear Sir,

This is to intimate you that we had an agreement in the year 2012 with Unitech Universal Infrastructure Pvt. Ltd. to buy a flat at 'Unitech Air', Rajarhat, New Town. The handover of the flat was agreed to be done in the year 2016 which is delayed till date and no possession has been handed over. Moreover, upon inspection it has been found that the Project itself is not registered under section 3 Sub-section (1) of the West Bengal Housing Industry Regulatory Act, 2017.

The developers are now charging unreasonable and unacceptable interest on the due amount and deliberately delaying the possession. Instead of paying compensation they are charging interest on delayed project which they are responsible for. We have tried to communicate with them on various occasions but all in vain. Kindly take the necessary steps regarding the issue and non registration of the aforesaid project.

Thanking You,

For and on behalf of **Brahmaputra Enterprises Pvt. Ltd.**



Indira
5/11/19

Devi Mukherjee

Authorized Signatory

Encl: Agreement Dated 25/10/2012

Our letter dated 18/05/2019 to Unitech Universal Infrastructure Pvt. Ltd.

Our letter dated 28/05/2019 to Unitech Universal Infrastructure Pvt. Ltd.



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THIS AGREEMENT TO SELL (the 'Agreement') is made at KOLKATA on this 25th day of Oct, 2004

BETWEEN

BENGAL UNITECH UNIVERSAL INFRASTRUCTURE PVT. LTD., a Private Limited Company incorporated under the Companies Act 1956 and having its Registered Office at 6, Community Centre, Saket, New Delhi-110017 and Regional Office at Block C, 4th Floor, 22, Camac Street, Kolkata - 700016, (hereinafter referred to as the "Developer" which expression shall, unless excluded by or repugnant to the meaning or the context thereof, be deemed to mean and include its successors, executors, subsidiaries, associates and assigns) of the FIRST PART.

AND

(1) Shri/Smt./Ms. M/s. Brahma putra Enterprises Pvt Ltd.
Son/Daughter/Wife of
Resident of 4th Floor, 83 Topasia Road (S), Kolkata - 700046.

*JOINTLY WITH

(2) Shri/Smt./Ms.
Son/Daughter/Wife of
Resident of

*(To be filled up, if the allotment is in the joint names).

(hereinafter jointly and severally referred to as the "Purchaser" which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include his/her/their heirs, executors, administrators, and successors) of the SECOND PART.

Developer and Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS the Developer has been allotted 100 acres of land by WEST BENGAL HOUSING AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., in Action Area III, New Town, Kolkata, vide allotment letter no. 2827/HIDCO/Admn/620/ dated 18.08.2004.

WHEREAS the Developer is thus well and sufficiently entitled to the above referred land.

WHEREAS the Developer shall develop the entire land of 100 acres in various phases.

WHEREAS in the fourth Phase of development, the Developer shall develop and complete a Group Housing Complex on a part of land (hereinafter referred to as the said "Land") out of the total land referred to above.

For BENGAL UNITECH UNIVERSAL INFRASTRUCTURE PVT. LTD.

Purchaser(s)

Authorised Signatory/ies
Developer

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- (iii) Further, if there is any additional levy, rate or charge of any kind attributable to the Apartment, as a consequence of any order of Government/Statutory or other Local Authority, the same, if applicable, shall also be payable by the Purchaser, on pro-rata basis.
- (iv) That the Consideration amount of the Apartment as mentioned in Article 2.a is firm and that there shall be no escalation after allotment of the Apartment.

2.1 Parking space :

THAT the Purchaser shall be provided with Two covered Car Parking Space for exclusive use in the said complex on payment of Rs. 882000/-, but the Purchaser shall not have any ownership rights over the parking space allotted to him/her/them and one covered car parking space along with one Apartment is compulsory. The parking space shall be only for right to use which shall stand automatically transferred along with the transfer of the Apartment.

That the Purchaser shall not use the parking space provided for any purpose other than the parking of the private car of the Purchaser.

ARTICLE 3
GAS CONNECTION

3. THAT reticulated gas system through a specially installed network of pipes to each apartment connecting to the gas bank shall be installed in the Complex. The entire network is set as per Fire Safety Guidelines. Each apartment will be provided with a single point gas connection in the kitchen. The Allottee(s) shall pay charges as may be determined by the developer on or before possession to the Developer towards cost of installation of this system and for providing metering device. Further, if the Allottee(s) opts to use this facility he shall also pay usage charges for gas consumption to the Gas Supply Agency as per meter reading provided therefore. The gas will be supplied by the Gas Supply Agency and the Developer will not be directly responsible for such supply. All charges, levies, etc., if any, shall also be payable by the Allottee(s) to the Gas Supplying Agency who is responsible for maintenance of the installed network.

ARTICLE 4
MAINTENANCE

4. a Maintenance Agreement:

- (i) THAT the Purchaser hereby agrees and undertakes that it shall enter into a separate Maintenance Agreement with the Maintenance Agency appointed or nominated by the Developer, which shall maintain the common areas and facilities of the Complex for a period of 3 (three) years after completion of the Complex, as it may not be possible to transfer the responsibility of maintenance to Apartment owners immediately on giving possession of the Apartment. In case the apartment owners' association is not in a position to take charge of the maintenance after the aforesaid period of 3 (three) years the Maintenance Agency appointed or nominated by the Developer may continue to provide the services for maintaining the common areas and facilities of the Complex.
- (ii) THAT the scope of maintenance and general upkeep of various common services within the Building shall broadly include operation and maintenance of Lifts, operation and maintenance of Generators including Diesel, maintenance of Fire fighting system, Garbage disposal & upkeep of common areas, Water supply, Sewerage system, Common area lighting. The services outside the Apartment but within the Complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/Fencing, Horticulture, Drainage System, Common Area Lighting, Water Supply, General Watch and ward within the Complex. The Purchaser shall and hereby agrees to enter into a Maintenance Agreement with the

For BENGAL UNITECH UNIVERSAL INFRASTRUCTURE PVT. LTD.



Developer
Authorised Signatory/ies

ARTICLE 5
POSSESSION OF APARTMENT

(8)

5. a Possession:

- i) That the Developer shall make its best endeavours to deliver the possession of the Apartment to the Purchaser by 30/9/2016 subject, however, to 'Force Majeure' circumstances and after all dues in respect of the Apartment including stamp duty and registration charges as applicable have been paid. It is, however, understood between the Parties that various Blocks/Towers comprised in the Complex shall be ready and completed in phases and after completion, the Apartments shall be handed over to the Purchaser in the respective Block/Tower.
- ii) THAT the Developer shall be entitled for reasonable extension of time in giving possession of the Apartment to the Purchaser in the event of any default or negligence attributable to the Purchaser or non compliance of any of the Terms & Conditions of Allotment by the Purchaser as specified herein.

Notice of Possession of Apartment:

That the Developer shall give a prior Notice to the Purchaser for the payment of all the outstanding dues payable by him/her and before taking possession of the Apartment. The Purchaser shall clear all his/her outstanding dues towards the Developer within 21 (twenty one) days of the said Notice. Possession of the Apartment shall be handed over to the Purchaser by the Developer within next 21 (twenty one) days of his/her clearance of outstanding dues. The Purchaser shall either himself/herself take possession of the Apartment or may depute a duly authorized agent or attorney to take the possession. In the event the Purchaser fails to make the payment of outstanding dues and/or fails to accept and take over possession of the Apartment within the stipulated time, the delivery and possession of the Apartment shall be deemed to have been taken by the Purchaser on and from the date indicated in the Notice. It is also made clear that after physical possession of the Apartment or after the date of deemed possession the Purchaser shall not be entitled to any monetary or other claim against the Developer with regard to any item of work or part of any work of the Apartment said not to have been completed as per the specifications or that the said part or item of work has not been completed at all.

Holding Charges:

- i) That if the Purchaser fails or neglects to take delivery of the Apartment in accordance of Article 5.b above, the Purchaser shall be liable to pay holding charges @ Rs.5/- per sq. ft. per month, for the period starting with the expiry of the period mentioned in Article 5.b above i.e. 21 (twenty one) days or 42(forty two) days or earlier whichever is applicable till the time the Purchaser has taken actual physical delivery of the Apartment. These holding charges shall be in addition to the amount payable by the Purchaser as his/her/their share of the Government or Municipal taxes, maintenance or other administrative charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency, for the period for which the Purchaser has not taken the actual physical possession of the Apartment.

ii) Compensation for delay in possession:

THAT the Developer would pay to the Purchaser compensation @ Rs. 5/- per sq. ft. per month for the period of delay in offering the delivery of the said Apartment beyond the period indicated in clause 5.a. (i), save and except for reasons beyond the reasonable control of the Developer and the Force Majeure events specified in this Agreement. These charges would be adjusted at the time of Final Notice of Possession. The Developer will not be under any other liability to pay damages or any other compensation to the Purchaser.



For BENGAL INFRA UNIVERSAL
INFRASTRUCTURE LTD.

Authorized Signatory/iss
Developer/iss

**ANNEXURE-B
SPECIFICATIONS**

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Structure	Walls	Earth-quake resistant RCC framed construction with infill brick walls
Wall finish	Internal	Living/Dining/Bed Rooms <ul style="list-style-type: none"> Painted in pleasing shades of acrylic emulsion paint Servant's Room <ul style="list-style-type: none"> Painted in oil bound distemper Lift Lobbies <ul style="list-style-type: none"> Selected marble/granite/vitrified cladding & acrylic emulsion paint
	External	Combination of stone & textured paint finish
Flooring	Living/Dining/Master Bedroom	Imported Marble
	Other Bedrooms	Laminated wooden flooring
	Servant's room	Ceramic tiles
	Lift lobbies	Selected granite/marble/ vitrified tiles
Kitchen	Flooring	Ceramic tiles
	Wall finishes	Ceramic tiles up to 2' above working platform, rest of the wall in acrylic emulsion paint
	Others	Granite counter with stainless steel sink with drain board
Powder Room/Toilets	Walls	Select ceramic tiles up to ceiling level
	Floorings	Imported marble in Master Bedroom and anti skid ceramic tile flooring for other bedrooms.
	Fittings	Granite/marble counter, white sanitary fixtures, single lever CP fittings Bath tub with Jacuzzi fittings in toilets of Master Bedroom His and Her sinks in Toilets of Master Bedroom
Windows		Powder coated/anodized aluminium glazing
Internal Doors		Seasoned hardwood frames with European style moduled shutters
Electrical		Copper electrical wiring throughout in concealed conduit with provision for light points, T.V & Telephone sockets with protective M.C.B's
Air conditioning		Provision of copper conduits and drainage pipes for full air conditioning (for split air conditioning)
Amenities		100 % power back up.
Main Lobby		Video Door Phone Air conditioned lobby area. Waiting area with designer furniture
Elevators		Two passengers and one service High performance elevator system in each lobby.

- Note: All buildings, layouts, specifications etc. are tentative and subject to variation and modification by the company or the competent authorities sanctioning such plans



For BENGAL UNITECH UNIVERSAL
INFRASTRUCTURE PVT. LTD.

.....
Authorised Signatory./ies.

Developer

India. The Purchaser shall also furnish the required declaration to the Developer on the prescribed format, if necessary. All refunds to Non-Resident Indians (NRI) and foreign citizens of Indian origin, shall, however, be made in Indian Rupees.

**ARTICLE 11
BREACH**

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- 11. THAT should the Purchaser fail to perform or observe all or any of the covenants or stipulations contained herein, the Developer shall have the right to cancel the Allotment and the Earnest money/Application amount along with the accrued interest on delayed payment and/or any other charge due from the Purchaser, if any, shall be forfeited by the Developer.

**ARTICLE 12.
APPLICABLE LAW AND JURISDICTION**

- 12.a This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- 12.b That all disputes/issues arising out of and/or concerning this transaction will be subject to the exclusive jurisdiction of the Court Kolkata.

**ARTICLE 13
ARBITRATION**

- 13.a THAT all disputes or differences relating to or arising out of or in connection with this agreement, shall be mutually discussed and settled between the Parties.
- 13.b HOWEVER, disputes or differences arising out of and or in connection with and or in relation to this transaction/agreement, which cannot be amicably settled, shall be finally decided and resolved by an arbitrator appointed by Developer in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws.
- 13.c THAT the venue of arbitration shall be Kolkata and the language for the Arbitration proceedings shall be English.

**ARTICLE 14
REGISTRATION OF ADDRESS**

- 14. THAT in the event of Joint Purchaser, all communications, demand notices etc. shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all purposes be considered as service on all the Purchasers and no separate communication shall be sent to the other named Purchasers. It shall be the responsibility of the Purchaser to inform the Developer by Registered A.D. post about all subsequent changes in his address, if any, failing which all demand notices and letters posted at the earlier registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address.
- 15.a Words denoting singular shall include the plural and words denoting any gender shall include all genders.
- 15.b The headings/subheadings/titles/subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement, and shall be ignored in construing the same.



For BENGAL UNITED UNIVERSAL INFRASTRUCTURE PVT. LTD.

Authorised Signatory/ies

Brahmaputra Enterprises Pvt. Ltd.

Date: 18/05/2019

To,

BENGAL UNITECH UNIVERSAL INFRASTRUCTURE PVT. LTD.

UNIWORLDCITY, HORIZONS

TOWER 7, UNIT NO 001 & 002

ACTION AREA-III, NEW TOWN

Ref: Your letter dated 10/04/2019 ref: REF/BUUIPL/COMM/19-20/M00077

Our reply mail dated 15/04/2019

Your mail dated 09/05/2019

Customer Code : UA0090

Sub: Agreement dated 25/10/2012

Dear Sir,

With reference to your above agreement and further communication and discussion held with your executive Ms. Arshia Hanif. You are requested to reply us in **written reply** format for the following:

1. **Condition Clause No. 2** speaks that you have been allotted **100 acre land from WBHIDCO**. Please specify whether the land has been allotted on **long term lease or you have purchased** the entire land as because any leased property more than 30 years have a different tax structure for GST payment. Please refer **Finance Ministry Circular 354/32**. (Attachment enclosed, please refer **page 6 and 7**).

2. **Clause No. 5**- Possession of apartment, you have asked us to take over the required flat in which you have clearly mentioned that no monetary claim will be accepted from the developer side whatsoever the reason may be.

3. As the delivery date was **3/09/2016**, as per various **Hon'ble Supreme Court** and high court orders you are liable to pay us **18% interest** for the delayed period.

4. Whether you have received **environmental clearance** certificate for this project which has come into force after 2016 and entire compliance has been made like Rain water harvesting, Waste management System, energy efficiency system, renewable power maintained, air quality and noise quality standards as this project is more than **2 lac square feet**.

Head Office : Trinity Tower , 4th Floor , 83 Topsia Road , Kolkata – 700 046
Ph.: 033 4004 8032, Fax : 033 4004 8045, Email : contact@bbrlkolkata.com

Registered Office : A – 7, Mahipalpur, New Delhi – 110 037

Brahmaputra Enterprises Pvt. Ltd.

5. Please suggest whether you are registered under the **HIRA Act** and if so please provide us the entire technical specification, structural and civil including sanction plan. As per our knowledge it is applicable to all ongoing projects for which the **certificate of Completion** has not been issued or are under the phase of construction


6. Clause Arbitration – The same is not applicable. Section 8 of amendment of Arbitration Act says **where builders can't force buyers to go for arbitration.**

7. Please provide us the details of you **delayed payment claim of Rs. 55 lacs** and at what rate of interest it has been charged? Enclosed your earlier statement 18/01/2017.

8. Whether you have fixed **imported marbel** for living, dining and master bedroom? Please provide details of import documents etc. Please specify whether all the specifications are met and ready for construction.

If the reply is not received within **15 days in writing** we are compelled to **file an FIR** against the company and its officials for **fraud, cheat, forgery, harassment, manipulation of document** and nonpayment of compensation as directed by Hon'ble Supreme Court and the copy of the FIR with all necessary documents will be provide to all necessary GST department, environmental department, HIRA department.

For and on behalf of BRAHMAPUTRA ENTERPRISES PRIVATE LIMITED



Authorized Signatory

Encl:

1. Your agreement signed with us.
2. Finance Ministry Circular
3. References of Supreme Court for compensation at the rate of 18%.
4. Environmental clearance Govt. Circular.
5. HIRA Act references.
6. Communications between us as mentioned din the reference.
7. Statement sent by you upto 18/01/2017

Total pages enclosed 27 nos.



contact BBRL <contact@bbrlkolkata.com>

Uniworld City Air.

2 messages

arshia <arshia.hanif@unitechgroup.com>
Reply-To: arshia <arshia.hanif@unitechgroup.com>
To: anshuprithani@gmail.com, contact@bbrlkolkata.com

Thu, May 9, 2019 at 3:10 PM

Dear Sir / Madam,

At the outset, We sincerely express our gratitude for your continued support and patronage for Uniworld City Air and you being a privileged customer we would like to maintain a lifetime relationship.

We had intimated you with our letter dated 9/4/2019 we would once again request you to clear your dues as per the demand letter and the reminder letter sent to you, so that the Final Finishing work towards Pre-Possession of your booked unit continues and with your co-operation we can offer you the pre-possession by 4th quarter of 2019.

With Regards
Arshia Hanif
Commercial Department
BENGAL UNITECH UNIVERSAL
9073392099 / # 033-46038692/93
www.kolkatauniworldcity.com

contact BBRL <contact@bbrlkolkata.com>
To: contact BBRL <contact@bbrlkolkata.com>

Sat, May 18, 2019 at 12:53 PM

[Quoted text hidden]

REF/BUUIPL/COMM/19-20/ *Mooof*

Date : 10/04/2019

TO,
BRAHMAPUTRA ENTERPRISES PVT LT
4TH FLOOR,
83, TOPSIA ROAD (S)
KOLKATA-700046

Ref: Customer Code:UA0090**Sub: Your Booking in Uniworld City Air.**

Dear Sir / Madam,

At the outset, We sincerely express our gratitude for your continued support and patronage for Uniworld City Air and you being a privileged customer we would like to maintain a lifetime relationship.

We take this opportunity to inform you that Final Finishing work towards Pre-Possession of your booked unit has commenced and with your co-operation we are confident of offering you the pre-possession by 4th quarter of 2019.

We hereby invite you for Physical Inspection of your booked unit with prior appointment with Mr Saurav Das @ 9903990938 / Mr Krishnendu Chowdhury @ 9831896214.

In this regard we observe from the ledger of your booked unit that certain installments as demanded from time-to-time has not been received by us.

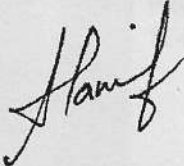
Sl. No.	Particulars	Amount
1	Principal Amount	3,868,344.00
2	Service Tax + G.S.T	154,407.00
3	Interest on delayed payments (Calculated upto 10.04.2019)	5,553,383.00
TOTAL AMOUNT DUE		9,576,134.00
Rupees Ninety Five Lakh Seventy Six Thousand One Hundreds Thirty Four Only.		

You will appreciate that payment of your due installments are now very critical to ensure achieving of the stated pre-possession schedule.

We would therefore once again request you to clear your dues as enclosed herein at the earliest. In regard to accrued interest, if any, we would request you to get in touch with Mr Sudip Chakraborty @ 9831815560 / Ms Arshia Hanif @ 9073392099 to resolve the same amicably.

Thanking you once again in anticipation of your co-operation
Yours truly,

For Bengal Unitech Universal Infrastructure Pvt Ltd.



Authorized Signatory

Claim of Interest on payments made till date in view of the delayed possession.
Re: Customer Code: UA0090

1 message

contact BBRL <contact@bbrlkolkata.com>
To: kolkata@unitechgroup.com
Cc: ramesh prithani <rameshprithani@gmail.com>

Mon, Apr 15, 2019 at 5:43 PM

Dear Sir,

As per the Article 5, Clause 5.a.(i) of the agreement with regards to the possession of the apartment, the developer should have delivered the possession of the apartment to the purchaser by 30/04/2016. There is a delay of 3 years in delivering the possession till date and the apartment is still not given. We have already paid the major part of the price inclusive of all taxes and interest to the developer.

With this letter, we hereby claim an interest @14% on the payments made from the deemed date of possession i.e. 30/04/2016 till date as per various orders by the Hon'ble Supreme Court of India and Various High Courts. The due installments shall be set-off with the interest claimed.

For BRAHMAPUTRA ENTERPRISES PVT. LTD.

Anshu Prithani

Director

3 attachments



WhatsApp Image 2019-04-15 at 11.39.25 AM.jpeg
110K



WhatsApp Image 2019-04-15 at 11.40.04 AM.jpeg
124K

WhatsApp Image 2019-04-15 at 11.39.52 AM.jpeg
166K