

STATEMENT OF FACTS & PRAYER FOR RELIEF

I had applied for a 2BHK apartment at Highland Greens phase II developed by "Riverbank Developers Private Limited" (hereinafter referred to as the "promoters") by depositing the application money of Rs. 50,000/- on 21.10.2014.

Thereafter I was allotted apartment no. 12A4 on the Floor -12 , HG2 – Tower – 12 at Highlands Green Phase II vide their letter no. HILAND GREENS PHASE ii/ALLOTMENT/AG/14-15/HG2-T-12/12A4 dated 8.12.2014 for a total cost of Rs. 23, 95,000/- (Rupees twenty three lakhs ninety five thousand only). (Flag A).

For the purpose of purchasing the apartment I had been able to get a sanction of a House Building Loan(HBL) from LICHF for an amount of Rs. 20,00,000/- (Twenty lakhs only) and the rest amount was financed from my personal savings. (Flag B)

This HBL was dependant upon the NOC and Third Party Agreement to be provided by approved and signed by the promoters and the allottee of the flat and the bank.

As per clause 11(a) of the General Terms and Conditions (GTC) the promoter shall endeavor to provide the possession of the apartment within 42 months from the date of allotment of the apartment. As per the clause 11(d) of GTC in case of delay in giving possession of the property by the promoters within the stipulated time as per clause 11(a) of General Terms and Conditions the promoters shall pay compensation @ Rs. 12.50 per sq. ft per month of delay provided all the payments were made within due time. (Flag C)

Considering the date of allotment to be 8.12.2014 the promoter was supposed to give possession of the apartment within 8th June 2018. However, the promoters failed to provide possession of the apartment within the due date inspite of paying all the allotments within due time by me.

Now the promoters have intimated vide their letter dated 23.9.2020 (Flag D) that I shall not be paid compensation since as per their record there is default from my side in making payment of installments. However, after multiple queries they have intimated that there has been delay in payment of 1st installment within the stipulated date of 22nd January, 2015.

The first installment was paid by me on 7th Feb, 2015. ***However, the delay was due to the deliberate delay on the part of the promoters to provide me with the permission mortgage and TPA, thus delaying getting the loan disbursement from LICHF.***

In this respect I would like to bring in the following facts for your kind and sympathetic consideration and to draw your kind attention to the deliberate and intentional delays caused by the promoters so as to evade the compensation payable in case of delay in giving possession of the apartment:-

- a) On 7th of January, 2015 I received the demand letter for 1st installment from the promoters.
- b) On 10th of January, 2015 I submitted 3 sets of TPA at the office of Hiland Greens and also sent an email to them intimating them to provide the TPA and NOC at the earliest. (Flag E)
- c) On 13th January, 2015 the promoters intimated me over email that they will update me shortly. (Flag F)
- d) On 19th January, 2015 I again sent a reminder mail to the promoters enquiring about the TPA and NOC and also intimated that this delay on their part will not be as default on my part. (Flag G)
- e) On 20th January, 2015 the promoters mailed me stating that the TPAs have to be done on Non Judicial stamp paper without taking into consideration that the TPA submitted by me in their

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office was already made in Non Judicial Stamp Paper. This again I apprehend was a deliberate time killing endeavour.

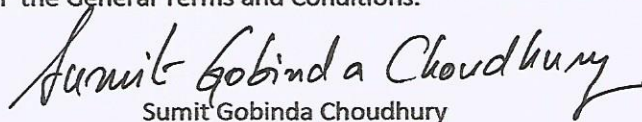
- f) On 21st January, 2015 I went to the office of the promoters and told them that I have submitted the TPA documents long back on 10.1.2015 which was not given back to me even on 21st January, 2015.
- g) On 29th January I was intimated over mail by the promoters that the TPA was ready and I may collect it from their office. (Flag H)
- h) On 31st January, 2015 I went to the office of the promoters and collected the TPA and NOC and submitted the cheque within 7th February (i.e. 7 days) which I think is quite reasonable time considering the formalities to be completed in getting a loan. The TPA was executed on 27th January, 2015. (Flag I)
- i) Conspicuously in the 2nd installment the promoters imposed an interest of Rs. 3,408/- as interest in delay in payment of 1st installment @18 %. (Flag J)
- j) I again wrote a mail to the promoters on 9th March, 2015 stating that the delay in making payment of 1st installment was not my fault but fault on the part of the promoters since they took about a month to process the TPA document, without which Housing Loans are not disbursed by any bank. (Flag K)
- k) Accepting the fault the promoters dropped the interest claimed as is evident in the statement at Flag -L)

Sir, from the above facts it is quite clear that the promoters had been causing deliberate delay in giving the NOC and TPA so that I can be made a defaulter with the preplanned objective of not giving compensations in case of delay in possession of the apartment.

I never had the intention of delaying any dues as is evident from the fact that I had after this initial hitch caused deliberately by the promoters have never failed in making payment of any installment within due time.

Sir, I am an honest State Government employee who would like to have my own residential apartment out of my own earnings and savings, but due to the deliberate delays caused by the promoters in giving possession of my flat I have suffered much. Now they would like to further deprive me by not allowing compensation due to delay in giving possession of my apartment which is my legitimate claim.

Considering the ordeal through which I had been sent through I am to request you to provide me relief by awarding me compensation as per clause 11(d) of the General Terms and Conditions.


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