

FORM - "J"

[Rule 36(1) of West Bengal Housing Industry Regulation Rules, 2018]

COMPLAINT TO AUTHORITY

(Complaint under Section 31 of the Act)

For use of Authority(s) office:

Date of Filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Authorised Officer: _____

**IN THE HOUSING INDUSTRY REGULATORY
AUTHORITIES OFFICE**

BETWEEN

M/S. Tirupati Agro Seed Distributors Pvt. Ltd.

... Complainant

And

Emami Realty Limited.

... Respondent

Details of claim:

1. Particulars of the complainant(s):

- (i) Name of the complainant : M/s. Tirupati Agro Seed Distributors Pvt. Ltd., duly incorporated and registered under the Companies Act, 1956 and 2013, represented by one of its Directors.

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Alfash Agarwal

Director

(ii) Address of the : 1, Dalimtala Lane, Kolkata - 700 006.
existing
office/residence
of the
complainant

(iii) Address for : 117 Aurobinda Sarani, Kolkata - 700 006,
service of all 2nd Floor, Opposite of Ratnagiri Jewellers.
notices

2. Particulars of the respondents:

(i) Name(s) of : Emami Realty Limited
respondent:

(ii) Office address of : Acropolis, 13th floor, 1858/1 Rajdanga Main
the respondent Road, Kasba, Kolkata - 700 107.

(iii) Address for : Acropolis, 13th floor, 1858/1 Rajdanga Main
service of all Road, Kasba, Kolkata - 700 107.
notices

3. Jurisdiction of the Authority:

The complainant declares that the Housing Industry Regulatory Authority has jurisdiction to entertain the complaint, filed by the complainant for under Section 31 of the West Bengal Housing Industry Regulation Act, 2017.

4. The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the Case:

4(a). Emami Realty Limited published the prospectus within the meaning of Section 2(zk) of the said Act, 2017 offering the sale of North Kolkata's largest residential complex on Jessore Road. A copy of the prospectus is annexed hereto and marked as "**Annexure-A**".

4(b). Deceptively the title, interest and ownership of the plots of land of the said project i.e. whether those plots of land are freehold land or leasehold land, had not been focused in the said prospectus.

4(c). Being allured with the colourful and glamorous prospectus of the said project, the complainant applied on payment of Rs. 2 lakhs for allotment of a flat no. A5-1101 for 1150 sq.ft. at Emami City on 14.05.2012. The respondent acknowledged the receipt of the

same. A copy of the application form, duly filed in and a copy of the receipt are annexed hereto and marked collectively as "Annexure-B."

4(d). As the complainant being the prospective purchaser was not in a bargaining position to verify the terms and conditions for the sale of the flat at Emami City and to search having regard to defective or correct title of the immovable property of the said project, the respondent unilaterally incorporated the terms and conditions / undertaking in the said application form and the Director of the complainant was compelled to accept the terms and conditions by putting signature without any verification.

4(e). For example, para 12 and para 13, printed in the said application form are referred to and reproduced hereunder:

"12. I/We hereby confirm and declare that this application is a request and final contract to take place only when GTC/Agreement to lease is executed. The GTC/Agreement to lease will be such as will be prepared by your Advocates and I/We hereby undertake to accept the same and this acceptance is voluntary and without any pressure or coercion on your part.

13. I/We hereby further confirm and acknowledge that:-

(i) I/We have inspected the title in respect of the property and are fully satisfied in support thereof.

(ii) That I/We have also understood the terms and conditions of the Development Agreement and the right of the Developer to accept this application.

(iii) I/We have inspected the plan and acknowledge that the same is liable to be altered or modified.

(iv) Have satisfied myself/ourselves as to the location of apartment and the total area to form part of the same.

(v) I/We hereby further declare that I/we will be governed by the terms and conditions of GTC, agreement to lease and Lease Deed which may be executed and will not rely upon any oral understanding or representations not anything which may be contained if any brochure or other papers."

4(f). It was neither explained as to what would be the meaning and

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Director

consequence of the clause "Agreement to Lease is executed" nor there was any occasion to inspect the title in respect of property. Hence, incorrect and cosmetic sentences/words were embodied in para 12 and para 13 of the application form.

4(g). The complainant sustained loss by reason of such incorrect statement and thereby, the complainant should be compensated by the promoter under in terms of Section 12 of the said Act, 2017.

4(h). Simultaneously, the authorized signatory of the respondent issued the allotment letter on 15.05.2012 in favour of the complainant along with the payment schedule. A copy of the allotment letter and the payment schedule are annexed hereto and marked as "**Annexure-C**".

4(i). The complainant then paid Rs. 6,20,113/- on 27.07.2012 and Rs. 3,00,000/- on 31.07.2012 on different heads as demanded by the respondent which is evident from the 'Interest Ledger' provided by Emami Realty Limited, but no agreement for sale was executed during the period from the year 2012 to 2016 for the reasons best known to the respondent. In fact, no development and construction work was done at that point of time inasmuch as no demand for part payment of the consideration amount was raised from the end of the respondent.

4(j). The total sum of Rs. 11,20,113/- (out of the total flat value i.e. Rs. 54,02,500/- as per payment schedule) had been taken by the respondent from the complainant 4 years prior to execution of the agreement for sale and in other words, approximately 20% of the flat value (the total flat value is Rs. 54,02,500/- as per payment schedule) had been taken by the respondent from the complainant although the complainant was to pay 10% of flat value on completion of foundation as per payment schedule.

4(k). Such acts of the respondent, as complained hereabove, would constitute criminal breach of trust inasmuch as the respondent fraudulently retained the sum of Rs. 11,20,113/- for a period of about 4 years for its wrongful gain and thus, wilfully suffered the complainant. In any event, it is a clear case of 'unlawful

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Director

enrichment' from the end of the commercial view.

4(l). The aforesaid action of the respondent conspicuously violates section 13 of the said Act, 2017 which contemplates that no deposit or advance to be taken by promoter without first entering into agreement for sale.

4(m). After a prolonged persuasion, the respondent entered into and executed 'the agreement to sub-lease' in place of 'the agreement for sale' on 09.05.2016. The complainant being a dwarf purchaser was not in a position to bargain with the giant promoter with regard to mode of execution of the agreement for sale and thus, accepted the said 'agreement to sub-lease' without understanding its legal consequence. A copy of the agreement to sub-lease is annexed hereto and marked as "**Annexure-D**".

4(n). For the purpose of adjudication of the dispute, involved in the instant complaint, the following terms and conditions, incorporated in the said agreement to sub-lease are relevant are reproduced hereunder:

"6.2 Based on the time schedule given by L&T the said L&T and unless prevented by circumstances beyond its control in terms of the said L&T AGREEMENT has agreed to construct erect and complete the said Tower in which the said APARTMENT/FLAT/UNIT is situated on or before March, 2017 with a grace period of 9 months (hereinafter referred to as the COMPLETION DATE).

6.6.1 Based on the time schedule given by L&T and other agencies which have been appointed by the DEVELOPER, the DEVELOPER shall make best efforts to construct erect and complete the said Unit and/or Housing Complex and/or Residential Area on or before the Completion Date as hereinbefore stated.

6.6.2 Time for completion of the said APARTMENT/FLAT /UNIT as herein stated is based on the contract entered into by the DEVELOPER with LARSEN & TOUBRO LIMITED and as such in the event of any delay in completion of the said APARTMENT/FLAT/UNIT within the Completion Date then and in that event the DEVELOPER shall be entitled to a grace

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period of six months (hereinafter referred to as the CONSTRUCTION GRACE PERIOD) and during the said Construction Grace Period the DEVELOPER shall be liable and the SUB-LESSEE shall be entitled to interest on the amount paid by the SUB-LESSEE till then at the rate of the then prevailing SBI PLR.

6.6.3 If the DEVELOPER shall fail to complete the said APARTMENT/FLAT/UNIT within the said Construction Grace period then and in that event the DEVELOPER shall be entitled to a further grace period of another six months (hereinafter referred to as the EXTENDED CONSTRUCTION GRACE PERIOD) during which the SUB-LESSEE shall be entitled to interest on the amount paid by the SUB-LESSEE till then at the rate of the then prevailing SBI PLR plus 2% PROVIDED HOWEVER the SUB-LESSEE has performed all the terms and conditions herein contained and on the part of the SUB-LESSEE to be paid performed and observed."

6.6.4 The SUB-LESSEE hereby confirms that the aforesaid compensation agreed to be paid by the DEVELOPER is fair, reasonable and equitable.

8.1 In the event of failure on the part of the SUB-LESSEE(s) of the TOTAL CONSIDERATION AMOUNT in terms of the Payment Schedule forming part of the Provisional Allotment Letter then in pursuance to the terms as envisaged in Clause (7) of the Application Guidelines of the Application Form for booking of the aforesaid APARTMENT/FLAT/UNIT as described herein above and inspite of receipt of the notice of payment the SUB-LESSEE(s) shall be liable and responsible to pay interest at the rate of 18% per annum for the first three months of default in favour of the DEVELOPER/LESSOR from its due date of payment. After the expiry of the said three months the DEVELOPER/LESSOR at its own discretion and prerogative shall become entitled to cancel the Application/Provisional allotment of the within mentioned APARTMENT/FLAT/UNIT, forfeit the delayed payment interest payable by the SUB-LESSEE(s) and refund the balance amount paid till such date of cancellation after deducting 5% of the TOTAL CONSIDERATION AMOUNT and all other ancillary charges failing due to on the part of the SUB-LESSEE(s).

9.1 The said APARTMENT/FLAT/UNIT shall be deemed to have been completed if provided with electricity, water, lifts,

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drainage, sewerage and other utilities and certified so by the Architect.

9.2 Immediately after the said APARTMENT/FLAT/UNIT is completed the DEVELOPER shall give to the SUB-LESSEE 15 days' notice, in writing (hereinafter referred to as the said POSSESSION NOTICE)."

APARTMENT/FLAT/UNIT VALUE

Sl. No.	Event	Amount to be paid
1.	On Allotment	20% of the Total Consideration + 50% of the Legal Fees
2.	On completion of foundation	10% of the Total Consideration
3.	On completion of 2 nd floor	10% of the Total Consideration
4.	On completion of 5 th floor	10% of the Total Consideration
5.	On completion of 8 th floor	10% of the Total Consideration
6.	On completion of 11 th floor	10% of the Total Consideration
7.	Completion of Brick work	10% of the Total Consideration
8.	On completion of plaster work	10% of the Total Consideration
9.	On intimation of possession	10% of the Total consideration + Club Membership Charges + Interest Free Maintenance Security + Interest free Municipal Tax Deposit + Utility Charge + Sinking Fund + CESC Meter & Connection Charges on actual + 50% of Legal Fees

		+ Stamp Duty, Registration Charges, Govt. Taxes & Levies, Service Tax as applicable.
10.	Servants' Berth	To be charged extra subject to allotment.

4(o). It is important to mention herein that in the payment schedule, attached to the allotment letter, it was written that 10% of flat value was to be paid on completion foundation, but since more than 20% of flat value approximately had been taken prior to 4 years from the date of execution of the agreement to sub-lease, the payment schedule, given in the said agreement to sub-lease was modified to the extent that 20% of the total consideration amount plus 50% of the legal fees was to be paid on allotment. Undoubtedly, the respondent plays unfair trade practice in the business of real estate project.

4(p). Eventually, the complainant received the demand letter cum tax invoice dated 12.06.2019 with a forwarding memo dated 24.06.2019. A copy of the forwarding memo dated 24.06.2019 and a copy of the demand letter cum tax invoice are annexed hereto and marked collectively as "**Annexure-E**".

4(q). Calculation given in the said demand letter cum tax invoice dated 12.06.2019 is reproduced hereunder:

- i) Interest on delayed payment calculated till 12.06.2019 GST on interest borne by the respondent : Rs. 3,53,860.00
- ii) Receivable : Rs. 6,225,430.00
- iii) Adjustment Applicant Money : Rs. 3,441,485.00
- iv) Total Receivable : Rs. 2,783,945.00

4(r). By the said demand letter cum tax invoice, the complainant was requested to remit Rs. 2,783,945.00 on or before 27.06.2019.

4(s). In reply, the complainant wrote to the respondent that Rs.

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3,53,860/- on account of interest should not be imposed since the completion of the project was substantially delayed and in that event, the complainant was also entitled to get interest in view of inordinate delay beyond the stipulated period for execution and completion of the project in terms of clause 6.6.2 and 6.6.3 at the rate mentioned therein vide letter dated 11.07.2019. Simultaneously, the complainant was paying Rs. 17,00,000/- vide cheque no. 736350 dated 12.07.2019. The complainant requested to the respondent to send the revised demand in order to enable the complainant to make further payment. A copy of the said letter dated 11.07.2019 is annexed hereto and marked as "**Annexure-F**".

4(t). Accordingly, the complainant paid the consideration amount in the following manner:

Date of Demand	Event	Amount (in Rs.)	Receipt /non-receipt of demand notice	Payment of consideration amount (in Rs.)	Date of payment
15.05.2012	Date of making application / allotment letter	11,20,114/-	Received	11,20,114/-	* Rs. 2,00,000/- on 15.05.2012 * Rs. 6,20,113/- on 27.07.2012 * Rs. 3,00,000/- on 31.07.2012
28.05.2016	Completion of foundation	5,59,834/-	Received	5,63,751/-	19.07.2016
30.06.2016	Service Tax	3,917/-	Received	12,839/-	31.03.2017
30.05.2017	Completion of 2 nd floor	5,65,561/-	Received	5,64,561/-	*Rs. 9000/- on 03.08.2017 * Rs. 5,58,915/- on 07.08.2017
16.08.2017	Completion of 5 th floor	6,05,080/-	Received	5,99,677	19.11.2017
20.08.2017	Completion of 8 th floor	6,05,080	Not received	5,99,677/-	18.12.2018
01.10.2017	Completion of 5 th floor 2 nd				
29.01.2018	Completion of 11 th floor	5,40,251/-	Not received	17,00,000/-	} 12.07.2019
09.03.2018	Completion of brick wall	5,40,251/-	Not received		
09.03.2018	Completion of plaster	5,40,251	Not received		
12.06.2019	Possession letter	5,40,251	Received		

A copy of the interest ledger as on 06.12.2019 is annexed hereto and marked as "**Annexure-G**".

4(u). The complainant again intimated the respondent that the complainant was ready to pay the outstanding dues if their final liability was conveyed to the complainant. A copy of the letter dated

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16.08.2019 is annexed hereto and marked as "Annexure-H".

4(v). The authorised signatory of the respondent sent a letter dated 29.08.2019 to the complainant. A copy of the said letter dated 29.08.2019 is annexed hereto and marked as "Annexure-I".

4(w). The crux of the said letter dated 29.08.2019 is quoted hereunder:

"However, we once again pleased to inform you that your home is ready in all respect and in habitant condition, so please take physical possession of your new home and complete the document formalities upon making payment as mentioned in our demand letter dated 12.06.2019."

4(x). It is, therefore, crystalized that the respondent is steadfast to impose and realize Rs. 3,53,860/- from the complainant on account of interest on delayed payment calculated till 12.06.2019, but conversely, no explanation was given to the claim on account of interest, put by the complainant vide letter dated 11.07.2019 in view of inordinate delay beyond the stipulated period for execution and completion of the project in terms of clause 6.6.2 and 6.6.3 in black and white by the respondent.

4(y). However, answer has been given by the authorized signatory of the respondent orally to the authorised representative of the complainant that the question of payment of interest for such culpable delay in execution and completion of project work does not and cannot arise at all because of the reasons, conveyed to the complainant vide the letter dated 11.11.2017. A copy of the said letter dated 11.11.2017 is annexed hereto and marked as 'Annexure-J'.

4(z). In the above facts and circumstances, the complainant further requested the respondent by a letter dated 04.09.2019 to intimate them the final outstanding dues by showing clearly how much quantum of money would be deducted from the outstanding dues by the respondent for late delivery as per agreement clause. A copy of the said letter dated 04.09.2019 is annexed hereto and marked as "Annexure-K".

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4(aa). It is an utter surprise that the respondent has been deliberately and purposely evading the contractual obligation as regards consequences of delay in construction (clause 6.6 of the agreement to sub-lease) and has created undue pressure upon the complainant for payment of outstanding amount by 15.11.2019 otherwise the respondent would be forced to levy interest as per agreement to sub-lease vide letter dated 31.10.2019. A copy of the said letter dated 31.10.2019 is annexed hereto and marked as "**Annexure-L**".

4(bb). The respondent again wrote a letter to the complainant on 01.11.2019 intimating that the respondent had not charged any interest from the date of intimation of possession till 15.11.2019, but the outstanding amount was not paid till 15.11.2019, the respondent would be forced to levy interest as per agreement to sub-lease. A copy of the said letter dated 01.11.2019 is annexed hereto and marked as "**Annexure-M**".

4(cc). In such crucial moment, the complainant requested the respondent to fix an appointment for settlement of the accounts to avoid all hazardous and the complainant was eager to take possession of the flat. A copy of the letter dated 11.11.2019 is annexed hereto and marked as "**Annexure-N**".

4(dd). Meanwhile, the complainant received a maintenance bill for the month of September, 2019, although the respondent has not yet delivered the possession of the said flat to the complainant. In this context, the complainant wrote a letter to the respondent on 25.11.2019, a copy whereof is annexed hereto and marked as "**Annexure-O**".

4(ee). Since both the respondent and the complainant are in unequal bargaining position because of the admitted facts that the respondent had squeezed the total sum of Rs. 51,63,324/- from the complainant throughout a prolonged period since 2012 for allotment of the said flat, the respondent has exploited and taken advantage of the situation and compulsion of the complainant and consequently the respondent has unnecessarily threatened the complainant to terminate the sub-lease agreement unless the

complainant would pay the outstanding amount of Rs. 7,51,001/- with interest of Rs. 4,09,886/- (calculated as on 31.12.2019) within 15 days from the date of letter dated 28.01.2020. A copy of the said pre-cancellation letter dated 28.01.2020 is annexed hereto and marked as "**Annexure-P**".

4(ff). Lastly, the respondent has purportedly terminated the said agreement to sub-lease by a letter dated 18.02.2020 allegedly on the ground of non-payment of the outstanding payment of Rs. 7,51,001/- plus interest of Rs. 4,62,670/- (calculated till 31.01.2020). It is also written in the said cancellation letter that the respondent is at liberty to transfer the said flat to any other person. A copy of the cancellation / termination letter dated 18.02.2020 is annexed hereto and marked as "**Annexure-Q**".

4(gg). The complainant states that arbitration clause as contained in clause 19.2 of the agreement to sub-lease cannot be invoked in case of termination of the agreement to sub-lease. In any event, such arbitration clause as written in the agreement to sub-lease cannot take away and abrogate the special provisions under the West Bengal Housing Regulation Act, 2017. Over and above, the named arbitrators as referred to in clause 19.2 would come within the mischief of the 5th schedule as appended in the Arbitration and Conciliation Act, 1996 and thereby, such arbitration clause became redundant in the eye of law.

4(hh). Being highly aggrieved by and dissatisfied with the impugned order of cancellation / termination letter dated 18.02.2020, the complainant begs to file this complaint on the following amongst others:

G R O U N D S

- I. FOR THAT it is unwarranted, uncalled for, unfair and premature on the part of the respondent/promoter to terminate the said agreement to sub-lease in respect of the flat in question allegedly on the ground of non-payment of the outstanding dues of Rs. 7,51,001/- and Rs. 4,62,670/- on account of interest inasmuch as the complainant has never expressed unwillingness and refusal to pay the said outstanding amount and interest

Rs. 7,51,001/- and Rs. 4,62,670/-, because, the complainant has simply requested the respondent to quantify the interest under clause 6.6 i.e. consequence of delay in construction and send the modified demand letter cum tax invoice to the complainant.

- II. FOR THAT impugned termination / cancellation of the said agreement to sub-lease allegedly on the ground of non-payment of the outstanding dues of Rs. 7,51,001/- and Rs. 4,62,670/- on account of interest by the respondent is vitiated by the doctrine of approbate and reprobate inasmuch as in one hand, the respondent raised interest on delayed payment, calculated till 12.06.2019 and subsequently calculated till 31.12.2019 solely relying upon clause 8.1 of the said agreement to sub-lease, whereas on the other hand, the respondent was not inclined to quantify interest for culpable delay in construction relying upon clause 6.6.2 and 6.6.3 of the agreement to sub-lease.
- III. FOR THAT the respondent cannot be and should not be escaped from its contractual obligation under the caption of "consequence of delay in construction" as laid down in para 6.6.1, para 6.6.2 and para 6.6.3 of the agreement to sub-lease for the reasons / grounds enumerated in the letter dated 11.11.2017.
- IV. FOR THAT the respondent from the inception has adopted unfair and deceptive practice for the purpose of promoting the sale of the flats in Emami City inasmuch as the respondent has never disclosed clearly and transparently that the plots of land of Emami City are leasehold property and the absolute title and right would not be devolved upon the purchasers of the flats in Emami City and in such perspectives, purported acts on the part of the respondent terminating the agreement to sub-lease in respect of the said flat on extraneous and flimsy considerations would be a paradigm of unfair trade practice.

- V. FOR THAT malafide is ex-facie evident from the purported action of the respondent who forced the complainant to pay interest on delayed payment and conversely denied to pay interest for delay in construction in exploiting and taking advantage of the situation and compulsion of the complainant that Rs. 51,63,324/- had already been received from the complainant on account of consideration amount since the year 2012.
- VI. FOR THAT such unfair trade practice on the part of the respondent/promoter in the business of real estate project, as complained hereabove is condemnable and subject to the scrutiny under the scanner of the learned Regulatory Authority inasmuch as the cardinal function of the said Authority is to protect the interest of the allottees.
- VII. FOR THAT the impugned order of termination /cancellation of the agreement to sub-lease is violative and contravention of the provisions of the West Bengal Housing Industry Act, 2017.
- VIII. FOR THAT the respondent has made incorrect statement regarding the title of the immovable property concerning the said real estate project in the prospectus since the respondent has never disclosed conspicuously that the said immovable property is a leasehold property and in view of that, the complainant sustained pecuniary loss and thereby the complainant should be compensated by the respondent/promoter in terms of section 12 of the said Act, 2017.
- IX. FOR THAT the respondent is liable to be accused for commission of criminal breach of trust inasmuch as Rs. 11,20,113/- (out of the total flat value i.e. Rs. 54,02,500/- as per payment schedule) had been taken by the respondent from the complainant 4 years prior to execution of the agreement for sale in violation of

Section 13 of the said Act, 2017 for its wrongful gain.

- X. FOR THAT such advance amounting to Rs. 11,20,113/-, taken by the respondent without enter into agreement for sale is a prima facie case of unjust enrichment from the facet of commercial view.
- XI. FOR THAT purported actions of the respondent as complained hereabove are palpably illegal, arbitrary, exercise of unfettered power, bad in law and liable to be deprecated.

5. Relief(s)

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s):

- (a) To direct the respondent to forbear from giving effect to and/or further effect to, rescind, recall, set aside and quash the impugned order of termination / cancellation of the agreement to sub-lease dated 18.02.2020 (being Annexure-Q) forthwith;
- (b) To direct the respondent to quantify the interest for culpable delay in construction under clause 6.6 of the agreement to sub-lease and pay and disburse the same to the complainant;
- (c) To direct the respondent to perform its contractual obligations and duties strictly in accordance with the terms and conditions of the Agreement to Sub-Lease.

6. Interim order, if prayed for:

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

- (a) To restrain the respondent from giving effect to and/or further effect to the impugned order of termination / cancellation of the agreement to sub-lease dated 18.02.2020 (being Annexure-Q);
- (b) To restrain the respondent from transferring and/or alienating and/or encumbering the flat no. A5-1101 for 1150 sq.ft. at Emami City.

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

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 fees in terms of Sub-Rule(1) of Rule 36:

- (i) Amount :
- (ii) Name of the bank on which drawn:
- (iii) Demand Draft Number:

9. List of enclosures:

As above

TIRUPATI AGRO SEED DISTRIBUTORS PVT. LTD.

Ahath Agunale

Director

Verification

AKASH
I, Pramod Kumar Agarwal, son of...PRAMOD...KUMAR...AGARWAL the
complainant do hereby verify that the contents of paragraphs [1 to 9] are
true to my personal knowledge and belief and that I have not suppressed
any material fact(s).

TIRUPATI AGRO SEED DISTRIBUTORS PVT. LTD.

Akash Agarwal

Director

Place:

Signature of the complainant(s)

Date:

BY THE HOUSING INDUSTRY REGULATORY
AUTHORITIES OFFICE