

To,

Date:-06.01.2019

Secretary

West Bengal Housing Industry Regulatory Authority

Calcutta Greens Commercial Complex (1st Floor)

1050/2, Survey Park

Kolkata-700075

Sub: - The subject matter of the claim falls within the jurisdiction of the Authority. Bleow Facts of the case

1. "KADAMBARI" project has received the completion certificate on 23.07.2018. "Kadambari" Project not registered under WBHIRA act. Undersigned has requested to register the project under WBHIRA act immediately.
2. As per the development agreement in clause 2, 18% penalty was fixed for delayed payment. As per clause 5 the completion of the project was stipulated to be within 18 months from the date of execution of the agreement for sale with a grace period of 6 months. However in the tripartite agreement between developer, undersigned and state bank of india executed on 02.12.2015 you have covenanted that the project will be completed latest by 30th june 2017. Developer (KIC group) was insisted undersigned to take possession without completion certificate & had sent us the demand letter to pay the balance payment otherwise they will 18% penalty was fixed for delay payment. Developer (KIC group) was insisted undersigned to take possession without completion certificate & had sent us the demand letter to pay the balance payment otherwise they will 18% penalty was fixed for delay payment. KIC group had handover the flat on 31.01.2018. Thus in terms of the agreement you are liable to pay a penalty of 18% per annum on the amount paid by undersigned. Undersigned was paid 95% payment (part payment) with service tax dated on 27.02.2017 by them. Since the project is already delayed by 7 months undersigned have become entitled to interest and penalty of a sum of Rs. 5, 50,633/-being 18% of the principal amount already paid by him. Undersigned have already paying the interest to the bank for the loan already disbursed by the bank and paid unto developer.
3. Demand letter dated 22.01.2018 KIC group have claim us balance 5% payment Rs.2,62,207/- with GST @18% for Rs.31,465/- ,Please be inform that undersigned

have paid 95% payment with service tax in the month of February 2017 & awaiting almost one year to handover our ready booked flat from them. As per tripartite agreement KIC group have confirmed that they have handover flat within month of June 2017 but due incomplete the flat construction work this was delay almost 8 months. GST was implicated in the month of July 2017, if KIC group timely completed the work, undersigned may make the balance payment @5% payment with service tax before GST implications.

This is to proof that KIC group have provided us in completed/under construction flat and claim us @12% GST tax and also have not provided the flat in time.

4. As per sales agreement KIC group should provide “Water Treatment Plant” instead of existing “Iron removal plant”. Clean, safe water is vital for everyday life. Water is essential for health, hygiene and the productivity of our community. But the basic principles are largely the same. We are receiving poor quality water supply every day, it is chocking the water purifier, water heater, etc. frequently. This water is no longer considered as a safe drinking water as well as bathing purpose & mouth wash. Diseases like diarrhoea, dysentery and cholera may break out at any time. The water supplied to the residents has been tested by the independent agency and the report confirmed that water is not safe for drinking. KIC Resources Ltd has committed to operate the water treatment plant for safe water. It is felt that either your “water treatment plant” is non-operational or non-standard. The resultant is that life of resident has become miserable. It is demanded to supply good quality of drinking water.
5. It was committed in brochure of site plans during purchasing of flats that a Diagnostic Centre would be constructed in front of the main Gate but still it has not started.
6. It was committed in brochure of site plans during purchasing of flats that a POND and Playground would be constructed in side of the complex area but still it has not started/included in project common area.
7. It is observed that the common area and facilities has been earmarked for car parking. The way it has been done that in case of fire there will not be easy access for fire vehicle (Fire Tender). Further you have marked the cover parking area for allotment of garage one behind other without keeping space to place the car behind the first one. This is not acceptable. It should be hassle- free. Common area should be maintained as per HIRA act for hassle-free movement of occupants/children/car.

8. It is demanded that West Side Gate (beside Children Park) must be opened immediately.

Thanking You
Yours faithfully,

Dipanwita P. Das

Dipanwita Paul Das