

The Secretary  
West Bengal Housing Industries Regulatory Authority  
Calcutta Greens Commercial Complex (1<sup>st</sup> Floor)  
1050/2, Survey Park  
Kolkata 700075

16<sup>th</sup> September'2020

Dear Sir,

- 1) **Delay in handing over possession of the flat purchased ( handover scheduled in June 2018).**
- 2) **No commitment on timelines of handing over possession & without any commitment for payment of interest & reasonable compensation to be paid to the homebuyers for such delay.**
- 3) **Indifference/arrogance/deficiency in service/Unfair Trade Practice post allotment of flat no E/388/0402 of SPANDAN under Sukhobrishti Project, Phase 6 of Bengal Shapoorji Housing Development Pvt. Ltd.**

I would like to draw your kind attention to the fact that I am a working woman earning a meager salary but still I have purchased a 1-BHK flat at above with a view to get a shelter within my means. I have made private loans from relatives and friends and although at times delayed in making payments, have still made good my payment of installments due by making the funds available with penal interest charged by the Developers, after taking a lot of hardship. But the possession of the said flat is getting delayed inordinately, without the Developers making any firm commitment on the date of handover and for giving my compensation due as 'just and reasonable ' to make up for the huge financial loss I am suffering from. Moreover the Developers are non-responsive, indifferent and arrogant & they play hide-and-seek whenever we make any query or write a letter /e-mails seeking an appropriate response, While the documents /e-mails attached herewith speak for themselves, I would highlight some of the issues for your kind attention & appropriate actions in terms of the laws of the land. My only hope now is to seek redressal from you as a legal recourse for getting the flat and due compensation. I also attach herewith a copy of the judgment (as available on the internet) by the Hon'ble Supreme Court of India in Civil Appeal No. 6239 of 2019, Wg. Cdr. Arifur Rahman Khan and Aleya Sultana & Ors -vs- DLF Southern Homes Pvt Ltd. (now known as BEGUR OMR Homes Pvt Ltd.) and Ors, where the cause of poor homebuyers like me have been appropriately addressed, for your kind perusal & ready reference.

- i. I was provisionally allotted the flat vide letter No. P6/403445/IFD dated 09.06.2016 and in terms of the agreement the flat is to be handed over within 24 months therefrom. But no flat has been handed over till date and the construction of the structure is only partially done and no further construction activities are being carried out over a couple of years, verbally citing the reason of market slowdown, financial crisis of the developer etc. This has been a clear case of deficiency of service on the part of the developer.

- ii. While the Developer has been delaying this project, hardly any proper communication to me about rescheduling the project on handover, on the part of the Developer have been made and they by dint of sheer arrogance and indifference, pay no heed to our plight. They have been carrying out many other projects in other parts of the country viz Mumbai etc. Moreover, they are part of the Shapoorji Palonji Group, which is a large organization with over Rs. 1 Lac Crores of equity value only in TATA Sons.

The alibi given by the Company is therefore untenable and is only a ploy to dupe the poor homebuyers like me.

- iii. The Company avoids responding to my calls, representation, letters, emails and are completely indifferent to my demand for compensation, which I re-iterate as follows, over and alone seeking a firm timeline commitment on handover. I have demanded from the Company monthly rental at going market rate of Rs. 9000/- per month, compounded monthly @ 12% per annum ( as against their charging us @15% per annum for delay in payment), since June'2018 till the date of handing over and a further compensation of Rs. 5,00,000/- for the mental agony , harassment and financial pressure that have been mooted to me in order to service every bit of debt and liabilities I have to incur in the situation . The Hon'ble Supreme Court of India, has upheld in its judgment that just and reasonable compensation will be due to the homebuyers like me irrespective of the one-sided contents in the agreement drafted by the Developers to suit its own interest.
- iv. Because of my serious financial constraints, whenever I have made a delayed payment, the Developers have charged me an interest @ 15% per annum. The agreement also entitles the Developer to cancel the allotment of my flat if there is any delay beyond a certain limit on the part of the homebuyer. But the Developers on the contrary are not inclined to pay any compensation for delayed delivery on the strength of the one sided, unfair and unreasonable provisions in the extant agreement, which constitutes an unfair trade practice as per Section 2(1)( r) of the Consumer Protection Act, 1986, as observed by the apex court in its solemn order. There is a stark incongruity between the remedies available to both the parties, as was also observed by the apex court in the cited solemn order.

In the circumstances, while attaching all the requisite documents for your kind perusal and reference, I seek redressal on the following issues in –

- i) a firm timeline for handover of the flat ensuring completeness in all respect with amenities promised and maintaining the quality of construction
- ii) Appropriate directions of compensation on the grounds of
  - (a) financial loss over the time
  - (b) mental agony, loss of peace , harassment
- iii) appropriate directions debarring the Developers from charging penalty, cost escalation or any additional burden, financial or otherwise upon me.

Kindly call me for a hearing so that I can make further appropriate submissions and produce further documents in this regard.

Thanking you,

Yours faithfully

*Sarvadeva Paul Majumder*

Sarvadeva Paul Majumder  
For and on behalf of Srishti Paul Majumder

Cc : The Hon'ble Chairman WBHIDCO & Addl. Secretary to GoWB  
West Bengal Housing Infrastructure Development Corporation Ltd.  
HIDCO Bhavan, Premises no. 35-1111, Biswa Bangla Sarani, 3<sup>rd</sup> Rotary,  
New Town, Kolkata 700156

**By e\_mail**

E\_mail : [debashis.sen@wbhidco.in](mailto:debashis.sen@wbhidco.in)  
Info.wbhidco.in

- The project was launched stating in the Prospectus that the same has been "initiated by West Bengal Housing Infrastructure Development Company Ltd (WNHIDCO) – a Government owned company....." to bring credibility in the minds of the prospective homebuyers. I would therefore seek your kind intervention so that the homebuyers like me are not duped and/or put into harrassment

CC: M/s Bengal Shapoorji Housing Development Pvt Ltd.  
P.S. Srijan Corporate Park  
Unit # 0903, 9<sup>th</sup> floor  
Tower-I, Plot No. G2, Block GP  
Sector V, Salt lake, Bidhanagar  
Kolkata – 700091

**By e\_mail**

- Would request you to provide me under RTI Act, a list of details of the homebuyers under the Sukhobrishti Project, Phase 6, where handover of flats has been delayed beyond the stipulated 24 months from the date of allotment. I am ready and willing to pay for the statutory charges if you so advise.