

FORM 'J'
See rule 36(1)

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 1/17/2021

Date of receipt by post : _____

Complaint No. : COM000609

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

Calcutta Greens Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata-700075

Between
Shirsak Dey Complainant(s)
And
AATREYEE NIRMAN PRIVATE LIMITED Respondent(s)

Details of claim :

- Particulars of the complainant(s) :
 - Name of the complainant : Shirsak Dey
 - Address of the existing office / residence of the complainant : L-64/1104 Spriha Apartments, SP Shukhobrishti Complex, Newtown Action Area- III, North 24-Parganas, Newtown Kolkata Development Authority, New Town, 700135
 - Address of the service of all notice : L-64/1104 Spriha Apartments, SP Shukhobrishti Complex, Newtown Action Area- III, Kolkata - 700135
(email address - shirsakdey@gmail.com)
- Particulars of the respondents:
 - Name(s) of the respondent : AATREYEE NIRMAN PRIVATE LIMITED
 - Office address of the respondent : 26/1, GORAKSHABASI ROAD ,North 24-Parganas,NA Dum Dum,West Bengal,700028
 - Address for service of all notices : Aatrejee Nirman Pvt Ltd, 9/12 Lalbazar Street, 3rd Floor, Block - C, Mercantile Building, Kolkata - 700001.
(email address - info@aatreyee-nirman.com , aatrejeenirman@gmail.com)
- Jurisdiction of the Authority : North 24-Parganas
- The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:
 - Delayed delivery - Firstly the Builder had failed to handover my flat by 2nd Feb , 2020 as per Article XIV (b), (c) of sale Agreement (3years + 12 months grace period from commencement of agreement dated 3rd Feb, 2016). No such communication had been made from the Builder's end in this regard post 2nd Feb'2020 or earlier . Flat delivery already delayed by more than 11 months . Moreover, the builder has sent final demand(around 15%) on 16.11.2020 without even completing the flat in all respects .
 - Inappropriate Excess demand of Rs 49,800 raised by Builder - Secondly ,the Builder have suddenly increased the Consideration Amount from Rs 52,43,250 to Rs 52,93,050 (increase of Rs 49,800) , stating increase of 12 Sq ft in super built up area., although there was no such provision explicitly mentioned in Article XIII or anywhere else in the sale agreement dated 03.02.2016 .

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3. Improper and incomplete final drawing provided by builder - Internal dimensions, carpet area, built up area, break up of super built up area not disclosed in final drawing provided by builder . Moreover there is no certifications or signatory etc on the Final drawing. Hence, the authenticity of the final drawing provided by builder is coming into question.

4. Builder is claiming in the final demand notice dated 16.11.2020 that my super built up area has increased by 12 sq ft. Being a civil engineer myself, I measured and found no change in carpet area as per initial plan drawing provided by builder. Since , technically super built up area is dependent on carpet area, the builder's claim in this regard seems doubtful . However Article XI of the agreement binds me not to challenge the builder in this regard

5. Separate hot and cold water lines not provided in one out of two toilets, though as per agreement , builder was supposed to provide the same in both the toilets.

6. Kitchen vertical granite slab found broken, not yet repaired from Builder's end inspite of several reminders

(give a concise statement of facts and grounds for complaint)

5. Relief(s)

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

1. I am entitled to compensation for delayed handing over of possession and for the failure of the developer to fulfill its promises with regard to amenities.

2. Withdrawal of claim of excess demand of Rs 49,800 by the Builder .

Reason - no such provision / interpretation explicitly mentioned in payment clause or anywhere else of the sale Agreement dated 03.02.2016

3. I expect a proper, complete and duly certified final drawing from the Builder. Builder should disclose the internal dimensions vis-a-vis external dimensions, carpet area, built up area and break up of super built up area in the final drawing.

4. I am not here to challenge the builder in this regard related to measurement. However, Article XI of the Agreement binds me to accept the final measurement as determined by the architect appointed by the builder, but certainly don't bind me to pay for extra area, unless otherwise explicitly mentioned .

5. I expect the builder to make provision for separate hot/cold water lines in both the toilets as per FOURTH Schedule of the Agreement..

6. I expect the broken vertical slabs in the kitchen to be replaced by Builder.

(Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon)

6. Interim order, if prayed for:

Immediate withdrawal of final demand by Builder unless all the grievances are duly addressed and settled .

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

1. Decision on the claim for delayed delivery of flat by Builder.

2. Decision on excess amount of Rs49,800 inappropriately charged by the builder.

3. Decision on the failure of the developer to fulfill its promise to provide hot/cold water pipelines in both the toilets .
(Instead he provided the same in only one toilet)

(Give here the nature of the interim order prayed for with reasons)

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

I further declare that the matter regarding which the complaint had been made is not pending before any court of law etc.

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- (i) Amount : 1000
(ii) Name of the bank on which drawn : BillDesk Online Payment

9. List of enclosures :
(Specify the details of enclosures with the complaint)

Actual internal dimensions of flat as per site measured by me

Clause mentioning hot cold water lines in both toilets

Completion time clause

Excess demand raised by Builder

Incomplete and improper final drawing as provided by builder

Initial flat plan provided by builder

Payment clause in agreement

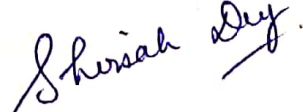
Sale Agreement Flat no 4B

Verification

I **Shirsak Dey** son / daughter of **Swapan Kumar Dey** the applicant do hereby verify that the contents of paragraphs (1 to 7) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place : **KOLKATA**

Date : **17.01.2021**


Signature of the applicant(s)