

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 : 7/4/2020

Date of receipt by post : _____

Complaint No. : COM000405

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

Anjan Kumar Mukherjee Complainant(s)

And

TIRUSHIVAM REALTY PVT LTD Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

- (i) Name of the complainant : Anjan Kumar Mukherjee
- (ii) Address of the existing office / residence of the complainant : Flat No. A/4A/6, Poushalee Housing, 1, Raja Rammohan Roy Road, Kolkata, Kolkata, Behala, 700041
- (iii) Address of the service of all notice : Anjan Kumar Mukherjee, Flat No. A/4A/6, Poushalee Housing, 1, Raja Rammohan Roy Road, Kolkata – 700041

2. Particulars of the respondents:

- (i) Name(s) of the respondent : TIRUSHIVAM REALTY PVT LTD
- (ii) Office address of the respondent : Tirumala House, 2nd Floor, 51, Shakespere Sarani, Kolkata -700017
- (iii) Address for service of all notices : TIRUSHIVAM REALTY PVT LTD, Tirumala House, 2nd Floor, 51, Shakespere Sarani, Kolkata -700017

3. Jurisdiction of the Authority : South 24-Parganas

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

Re: Complaint against Tirushivam Realty Pvt Ltd for long overdue delivery of possession of flat-12C in the project Tiru Elysia, Thakurpukur & prayer for refund of the consideration money with interest. With reference to the above we would like to draw your kind attention to the fact that we as undersigned, living at the address as under and being the purchasers entered a "Sale Agreement" on 23.03.2015 with Tirushivam Realty Pvt Ltd as the 'Developer' and Jaiveer Housing (P) Ltd & 7 other companies as the 'Owners', all situated at the same address as under, to buy a flat No – 12C with 1433 sq.ft in the project "Tiru Elysia" at 95, M.G. Road, Thakurpukur, Kolkata – 700063.

From the inception we obeyed all contractual obligations of the above agreement by paying all consideration money in due time, which amounts to Rs. 60, 06,598 (sixty lakhs six thousand and five hundred and ninety eight) in total (money receipts enclosed). But the developer failed to fulfill their contractual obligations to deliver us the possession of the flat by August'2017 as specified in Part – III of the third schedule of the Sale Agreement.

Over almost three years since August'2017 there was no progress of work and the project till date it remains largely incomplete. During this period despite our good number of follow ups with them over phone, letters and personal visits to their above office, they only gave us assurances but neither took steps to resume works at the site nor

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could inform us the exact date of delivery. This proves their failure of the contractual obligations and breach of trust. Since we have invested our huge hard earned money with them, we felt extremely harassed and concerned and lost faith in them. We are therefore no longer interested for the possession of the above flat. Stating above we would like to request your good self to kindly intervene into this matter with proper steps as this dispute falls within your jurisdiction.

(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) :

As the flat was due in August 2017, and over almost three years since August'2017 has passed and there was no progress of work and the project till date it remains largely incomplete and during this period despite our good number of follow ups with them over phone, letters and personal visits to their above office, they only gave us assurances but neither took steps to resume works at the site nor could inform us the exact date of delivery. This proves their failure of the contractual obligations and breach of trust. Since we have invested our huge hard earned money with them, we felt extremely harassed and concerned and lost faith in them. We are therefore no longer interested for the possession of the above flat. Stating above we would like to request your good self to kindly intervene into this matter with proper steps as this dispute falls within your jurisdiction. We would also humbly pray for your kind order to Tirushivam Realty to cancel the flat allotment subject to the refund of the entire consideration money that we have paid for Rs. 60, 06,598 (sixty lakhs six thousand and five hundred and ninety eight), along with the interest thereupon @ 18% over the period of their default as per clause – 10 of the Sale Agreement. We further declare that we have neither moved to any Court of Law nor anything relevant to the above complaint is pending before any Court of Law or any other Authority or any other Tribunal. Looking forward to your early steps and favorable decision.

(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:

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

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

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

We further declare that we have neither moved to any Court of Law nor anything relevant to the above complaint is pending before any Court of Law or any other Authority or any other Tribunal.

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 the fee in terms of sub-rule (1) of rule 36:

- (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)

Anjan Deed Part 1

Anjan Deed Part 2

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Anjan Money Receipt

Payment Summary

Verification

I **Anjan Kumar Mukherjee** son / daughter of **Akhilendra Nath Mukherjee** 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 : *05, 07, 2020*



Signature of the applicant(s)