

**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 : 2/20/2020

Date of receipt by post : \_\_\_\_\_

Complaint No. : COM000315

Signature : \_\_\_\_\_

Authorized Officer : \_\_\_\_\_

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between

KETAN SHANTILAL MADIA                      Complainant(s)

And

TIRUSHIVAM REALTY PVT LTD                      Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

(i) Name of the complainant : KETAN SHANTILAL MADIA

(ii) Address of the existing office / residence of the complainant : CHLOROPHYLL GARDEN, FLAT 4C 22

G.C. GHOSH ROAD, PATIPUKUR, North 24-Parganas, South Dumdum, Lake Town, 700048

(iii) Address of the service of all notice : KETAN SHANTILAL MADIA

CHLOROPHYLL GARDEN, FLAT 4C

22 G.C. GHOSH ROAD, PATIPUKUR

KOLKATA 700048

2. Particulars of the respondents:

(i) Name(s) of the respondent : TIRUSHIVAM REALTY PVT LTD

(ii) Office address of the respondent : 95 MAHATMA GANDHI ROAD THAKURPUKUR, South 24-Parganas, NA Thakurpukur, West Bengal, 700063

(iii) Address for service of all notices : TIRUMALA HOUSE

51 SHAKESPEARE SARANI

SECOND FLOOR

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:

I have booked a flat in the aforesaid Project when it started booking flats in May, 2014. The scheduled date of possession as per the agreement was August, 2017, with six months grace period, i.e. latest February, 2018.

Till date the project is not even 50% complete and the developer is not responding to our letters, emails and phone calls. Visits to his office are also futile as the Directors are never available when we go and the junior staff tells us to have patience without giving any time frame when the project will be completed.

The Project comprises approx. 50 flats and the completion certificate is yet to be received for the same. I understand it is mandatorily required to be registered under HIRA under these conditions. Secondly, this Project is being sold through various offline brokers (eg JLL, thru whom I had booked the flat) as well as online brokers (proptiger, magicbricks, 99 acres, housing, commonfloor, makaan, melamineproperties etc.).

In terms of the Agreement the Developer entered into with me, I have the option to terminate the contract and claim refund of the amount paid by me along with damages / compensation since the possession date has expired long time back and the Project is far from completion.

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

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5. Relief(s)

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

Please pass necessary directions to the Developer to refund of the amount paid by me along with damages / compensation as per the agreement. I have written various letters asking for the same but the developer has not bothered to respond to me.

(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:  
Nil

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:

I confirm that I have not filed any complaint on the matter with any other authority or court.

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

CHALLAN  
( ENCLOSED )

9. List of enclosures :

(Specify the details of enclosures with the complaint)

agreement relevant pages

①

brochure

②

construction status

③

letters

④

list of online brokers selling this property

⑤

possession date clause in agreement

⑥

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**Verification**

I **KETAN SHANTILAL MADIA** son / daughter of **LATE SHANTILAL MADIA** 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 : 20/2/2020



**Signature of the applicant(s)**

# AGREEMENT

10.3 In case the Purchaser duly and punctually complies with and/or is ready and willing to comply with all his obligations hereunder and the Developer fails to construct the said Unit within the period stipulated in **Part-III** of the **Third Schedule** hereunder written, then the Developer shall be allowed automatically an extension of 6 (six) months thereof without being liable for any penalty or interest during such extended period and in case of failure on the part of the Developer to construct the said Unit even within such extended period then and only in such event-

(a) the Purchaser shall have the option either to claim Rs.10 per sq ft per month on the Chargeable Area of the said Flat / Commercial Space from the Developer as damages / compensation arising from the date of expiry of the period of construction and the extension thereof till the date of delivery of possession of the said Unit to the Purchaser;

or in the alternative

(b) to terminate the contract and claim refund of the amount of consideration paid by the Purchaser to the Developer till then alongwith accrued damages / compensation mentioned in Clause immediately preceding.



ELYSIA, the heavenly abode, is a residential complex consisting of two towers ARIA & LUMA which stand for air and light. At ELYSIA these elements come together in balanced harmony.

**ALL APARTMENTS ARE OPEN ON THREE SIDES WITH A PANORAMIC VIEW**

Spread across approximately 2113 square meters of prime real estate in Behala Thakurpukur, the complex has 72% of open area with landscaped gardens. ELYSIA has all the modern amenities and facilities.

- High Ceiling Entrance Lobby
- Indoor Games Room
- Gymnasium
- Community Hall
- Roof top garden with sit-out spaces



ARIA is a G+12 tower with 35 apartments of 3 BHK



LUMA is a G+7 tower with 18 apartments of 3 BHK

BROCHURE -

49 apartments



**TALLEST**  
BUILDING  
IN THIS LOCALITY

95, M.G.Road,  
Kolkata - 63



📞 92300 60616

PRESENT STATUS. JAN 2020



PRESENT STATUS - JAN - 2020

**KETAN SHANTILAL MADIA  
CHLOROPHYLL GARDEN  
FLAT 4C, FOURTH FLOOR  
22 G.C. GHOSH ROAD  
KOLKATA 700 048**

6<sup>th</sup> November, 2018

Messrs. Tirushivam Realty Pvt. Ltd.  
Tirumala House  
51, Shakespeare Sarani  
2<sup>nd</sup> Floor  
Kolkata 700017

Dear Sirs,

**FLAT 4A, LUMA, TIRU ELYSIA, 95 M.G. ROAD, KOLKATA 700 063**

As you are aware, I had booked the aforesaid Flat in May, 2014 in your TIRU ELYSIA project. As per the Agreement entered into for the Flat, the scheduled date of possession was August, 2017, with another six months grace period. Thus, the Flat was to be handed over to me latest by February, 2018.

As I have been posted elsewhere since the last couple of years, I deputed a relative to go and visit the site to find out the progress. However, I was surprised when he advised me that as of now, only the structure is ready and it will take at least another four - six months for the Project to be complete.

Under the circumstances, since the Project has been unduly delayed, I would request you to please refund the amount paid by me towards the aforesaid Flat at the earliest.

As per records available with me as of now, I have paid around 26 lacs towards instalments for the Flat. Another cheque of Rs.3.75 lacs issued by me in February, 2017 was sent to your office but does not appear to have been encashed. After that I have not got any communication from you about subsequent payments or about the status of the project. I had also sent a few emails to you advising that I want my money to be refunded to me, but I did not get any response. I have followed up with the broker (JLL) also but he is unable to provide any feedback on where we stand.

Under the circumstances, I would be grateful if you can call me over any day for a discussion so that we can find a mutually acceptable solution.

Yours faithfully,

  
(Ketan Shantilal Madia)  
9830422360  
ketan.madia@itc.in

9830422360



EW057016317IN IIR:4987057016317  
SP RUSSEL STREET 50 (700071)  
Counter No:1.08/11/2018.12:37  
To: M TIRUSHIVAM .51 SP SARANI  
PIN:700017, Circus Avenue 50  
From: ITC LTD K H.37JL H RD KOL  
Wt:10gms  
Amt:17.70(Cash)Tax:2.70  
<Track on www.indiapost.gov.in>





KETAN SHANTILAL MADIA  
22, G.C. GHOSH ROAD  
SOUTH DUMDUM  
KOLKATA 700 048  
NORTH 24 PARGANAS

27<sup>th</sup> January, 2020

Mr. Saurav Garg, Director  
Messrs. Tirushivam Realty Pvt. Ltd.  
Tirumala House  
51, Shakespeare Sarani  
2<sup>nd</sup> Floor  
Kolkata 700017

Dear Sir,

**FLAT 4A, LUMA, TIRU ELYSIA, 95 M.G. ROAD, KOLKATA 700 063**

As you are aware, I had booked the aforesaid Flat in May, 2014 in your TIRU ELYSIA project. As per the Agreement entered into for the Flat, the scheduled date of possession was August, 2017, with another six months grace period. Thus, the Flat was to be handed over to me latest by February, 2018.

I have been visiting the site regularly since the last one year or so to check on the progress, the last visit being recently in mid-January, 2020. I regret to note that there is hardly any progress and it will take many more months for the Project to be complete, if at all. I have also noticed that there are hardly any labourers at the site whenever I have visited, giving the impression that the project has not been moving at all.

I had sent a few emails and letters to your office requesting that my money be refunded due to the delay, but I did not get any response to any of them. I have also been following up with the broker (JLL / Anarock) now, since they had recommended to me to invest in this flat but are now not providing me the service which is required to resolve the matter.

Under the circumstances, I would once again request you to refund the amount paid by me along interest thereon without further delay. Vide a copy of this letter, I am also requesting the broker to take up the matter with you and co-ordinate for my refund along with interest as stated above.

Yours faithfully,



(Ketan Shantilal Madia)  
9830422360  
[ketan.madia@itc.in](mailto:ketan.madia@itc.in)



c.c : Mr. Anuj Puri  
Anarock / JLL  
Mumbai

- Reference my earlier letter, request you once again to look into the matter on priority basis.

## Results of Google search on 20<sup>th</sup> February, 2020

[www.proptiger.com](http://www.proptiger.com) › [Property in Kolkata](#) › [Property in Joka](#)

₹55,17,050.00 to ₹65,71,950.00

Property in Joka Tirumala **Tiru Elysia**. ... Tirumala Group has launched its premium housing project, **Tiru Elysia**, in Joka, Kolkata. The project offers 2, 3 BHK Apartment from 1221 sqft to 1707 sqft in Kolkata South.

[www.magicbricks.com](http://www.magicbricks.com) › [Residential Projects in Kolkata](#) › [Thakur Pukur](#)

**Tiru Elysia** Thakur Pukur Kolkata - Price, Resale, Floor Plans, Construction Status, Brochure, Location, Photos, Reviews, News of project by Tirumala Group.

[www.99acres.com](http://www.99acres.com) › [Projects in Kolkata](#) › [Behala](#)

Tirumala Tiru Elysia in Thakurpukur, Kolkata - Price, Reviews ...  
[housing.com](#) › [Kolkata](#) › [Thakurpukur](#)

[www.housing.com/](http://www.housing.com/)

Tirumala Tiru Elysia in Thakurpukur, Kolkata - Price

[cbrehomes.co.in](http://cbrehomes.co.in) › [-tiru-elysia-in-thakurpukur-kolkata-1350](#)

**Tiru Elysia** in Thakurpukur , Kolkata launched by Tirumala Group available 3 and 3 BHK BHK Apartment in **Tiru Elysia** in Thakurpukur with more amenities.

[melamineproperties.com](http://melamineproperties.com) › [thakurpukur-projects](#) › [tiru-elysia-for-sale](#)

Exclusive details of **TIRU ELYSIA** in Thakurpukur, Kolkata such as price, floor plan, construction status, project specifications and amenities

[regrob.com](http://regrob.com) › [project](#) › [tiru-elysia-95-mg-road-kolkata](#)

**Tiru Elysia** is an ongoing 3 BHK residential development project by Tirumala Group. This project consists of 2 towers – Towers 1 Aria is a G+12 floor rise with ...

[www.nestoria.in](http://www.nestoria.in) › ... › [Properties for Sale in James Long Sarani](#)

Search through 43 real estate properties for sale in **Tiru Elysia**. Search homes and properties from ₹ 6 lakhs on a **Tiru Elysia** map. 7 bhk independent house ...

- Internal walls finished in cement and sand plaster with near POP punning

#### **ELECTRICAL WIRING & FITTINGS**

- Totally concealed wiring with provision for AC & TV points in all bed rooms and living rooms. Telephone points in living room and master bedroom
- Video door phones at the main entrance doors
- Generator power during power failure for lighting and domestic purposes to the extent of 1 watt / sq.ft. of built-up area of each unit.
- CCTV monitoring for security & supervision

#### **WATERPROOFING**

- Waterproofing of bathrooms, balconies, planter box and terrace floor

#### **FIRE PROTECTION**

- Fire protection system as per WBFES

### **PART-III**

#### **(Period of construction of Unit)**

The Unit described in the **SECOND SCHEDULE** hereinabove written shall be constructed and completed within August, 2017.

#### **THE FOURTH SCHEDULE ABOVE REFERRED TO:**

##### **(Common Expenses)**

1. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
2. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
3. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
5. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the Premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the Premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the Premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into "Annual Maintenance Contracts" or other periodic maintenance contracts for the same.
7. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the Premises save those separately assessed in respect of any unit.
8. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured)



*[Faint handwritten text or signature]*

**Merchant Transaction**

<b>Reference No.</b>	IGAIKJPL4	20-Feb-2020 [09:39 PM IST]
<b>SBI Account Number</b>	00000020070292194	
<b>SBI Branch</b>	CHOWRINGHEE	
<b>Purpose</b>	BILL_EAOFDOB Payments	
<b>Transaction Date</b>	20-Feb-2020	
<b>Amount</b>	INR 1,000.00	
<b>Status</b>	Success	
<b>Reason</b>	Processed	