

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 : 9/17/2019

Date of receipt by post : _____

Complaint No. : COM000141

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between
MALLIKA CHANDAK Complainant(s)
And
MKHS REALTY LLP Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

- (i) Name of the complainant : MALLIKA CHANDAK
- (ii) Address of the existing office / residence of the complainant : 43, SHYAMNAGAR ROAD, NATURAL CITY BLOCK-H, FLAT NO 2D, North 24-Parganas, Barrackpore, Dum Dum, 700055
- (iii) Address of the service of all notice :

2. Particulars of the respondents:

- (i) Name(s) of the respondent : MKHS REALTY LLP
- (ii) Office address of the respondent : Between 1 & 2, 1st Floor, Salt Lake Stadium, Salt lake City, Kolkata-700098
- (iii) Address for service of all notices : Between 1 & 2, 1st Floor, Salt Lake Stadium, Salt lake City, Kolkata-700098

3. Jurisdiction of the Authority :

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

a) The complainant states that the complainant had booked a flat being Unit No. 16-2/C admeasuring 969 sq.ft. at Block- 16 in "Pyramid" situated at Naraynpur, Mouza-Gopalpur, P.S- Narayanpur, Kolkata- 700136, North 24 Parganas, West Bengal (hereinafter referred to as the "said unit")

b) Accordingly, an agreement for sale was executed by and between the parties herein on 14th March, 2015 and pursuant to the execution of the agreement for sale, the complainants had paid the respondent a sum of Rs. 23,42,364/- (Twenty Three Thousand Forty Two Thousand Three Hundred and Sixty Four only) as earnest money, by way of cheques and NEFT transactions, receipts whereof has been duly issued by the respondent in favour of the complainants herein.

c) As will be evident from such agreement for sale, Clause 9.5 of the aforesaid agreement for sale states that the respondent will endeavor to complete the flat and handover possession of the flat to the complainants within 36 months from the effective date, that is the date on which the agreement for sale is executed.

d) The complainant states that the respondent herein had entered in the agreement for sale with that of the complainants on 14th March, 2015 and as such, 36 months expired. This is being stated without prejudice to the rights and contentions of the complainants that the respondent was not entitled to any arrears period inasmuch as the

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e) The complainants states that however the respondents even thereafter have failed to and/or neglected to handover possession of the said unit even on August, 2019. It is pertinent to mention that the complainant has not breached any of the terms and conditions which are mentioned in the agreement for sale and as such, the reasons for non-delivery of possession of the said unit in favour of the complainants were for reasons attributable to that of the respondent.

(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) :

a)The respondents may be directed to pay a sum of Rs. 23,42,364/- (Twenty Three Thousand Forty Two Thousand Three Hundred and Sixty Four only), being the amount taken by the respondent from the complainant pursuant to the agreement for sale executed between the parties along with interest amounting to Rs. 14,75,700/- totaling to an amount of Rs. 38,18,064/- (Thirty Eight Lakh Eighteen Thousand and Sixty Four);

b)Costs incidental to this application be directed to be paid by the respondent herein;

c)Such further and/or other order and/or orders may be passed as this Learned Tribunal may deem fit and proper.

(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:

a)An order may be passed directing the respondent to furnish an irrevocable bank guarantee of a sum of Rs. 38,18,064/- being the subject matter of the present complaint, in favour of the complainant herein, which may be renewed from time to time, till the disposal of the present complaint

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:

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)

AGREEMENT FOR SALE

DEMAND LETTER

PYRAMID MONEY RECIEPTS

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Verification

I **MALLIKA CHANDAK** son / daughter of **W/O GAURAV CHANDAK** 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 : *18.09.2019*

Mallika Chandak

Signature of the applicant(s)