

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 12/27/2020

Date of receipt by post : _____

Complaint No. : COM000590

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

SUNITA GUPTA Complainant(s)

And

GREENTECH IT CITY PVT. LTD. Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

(i) Name of the complainant : SUNITA GUPTA

(ii) Address of the existing office / residence of the complainant : AD-401 PRANTIK APARTMENT
RABINDRAPALLY, KESTOPUR, North 24-Parganas, Bidhannagar Municipal Corporation, Baguhati, 700101

(iii) Address of the service of all notice : AD-401 PRANTIK APARTMENT
RABINDRAPALLY, KESTOPUR
KOLKATA-700101

2. Particulars of the respondents:

(i) Name(s) of the respondent : GREENTECH IT CITY PVT. LTD.

(ii) Office address of the respondent : 1/1B, UPPER WOOD STREET, KOLKATA 700017

(iii) Address for service of all notices : 1/1B, UPPER WOOD STREET, KOLKATA 700017

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) I, Sunita Gupta daughter of Late R. B. Gupta (hereinafter referred as Complainant) on 14.03.013 booked a flat being Unit No. 3A, admeasuring 650 sq. feet at Block 05 in Smart Homes Residency-I of Greentech IT City Pvt. Ltd. situated at Bajataraf, P.S. Rajarhat, Kolkata – 7000135 (hereinafter referred to as the "said unit")

b) Accordingly, an agreement for sale was executed between Complainant and Greentech IT City Pvt. Ltd, the vendor of the said Unit (hereinafter referred as respondent) on 29th March, 2013 and pursuant to the execution of the said Agreement for Sale, the complainant had paid the respondent a sum of Rs.5,99,984/- (Rupees Five Lacs Ninety Nine Thousand Nine Hundred Eighty Four only) as earnest money as per Schedule III of the said Agreement for Sale against which the money receipts of Rs.Rs.5,99,984/- issued by the Respondent in favour of the Complainant

c) As per Article 9 of the said Agreement for Sale the Respondent should have complete the flat and handover possession of the flat to the Complainant within 24 months from the effective date i.e. the date of execution of the said Agreement for Sale which is 29th March, 2013.

d) The Complainant state that the Complainant, after several verbal requests, had send letters dated 2nd June, 2019 (Letter 1) requesting the respondent to handover possession of the said unit as stipulated in the Agreement for Sale, but the Respondent failed to and/or neglected to handover possession of the said unit. However the respondent replied to such letter by way of a letter dated 10th June, 2019 (Letter 2) wherein the Respondent had stated, "We are looking into your matter and will get back to you soon".

e) The Complainant states that the Respondent thereafter neither revert back to the complainant nor handed over possession of the said unit.

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f) Therefore, on 20.02.2020 the Complainant visited office of the Respondent to request handover possession of the said unit. There one Mr. Arnab Dhar met the Complainant

(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) :

The complainant prays for the following reliefs:-

- (a) The respondents may be directed to pay a sum of Rs.5,99,984/-, 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.7,70,671/- totaling to an amount of Rs.13,70,655/- and
(b) To direct the respondent to pay Costs incidental to this application to the Complainant

(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 issuance of the following interim orders:-

- (a) An order may be passed directing the respondent to furnish an irrevocable bank guarantee of a sum of Rs.13,70,655/- 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.
(b) An order may be passed allowing the complainant to encash the bank guarantee entirely or to the extent of final relief which may be obtained by the complainants herein in the present proceedings.
(c) Such further and/or other order and/or orders may be passed as this Learned Tribunal may deem fit and proper.

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

Pending final decision on the complaint, the complainant seeks issuance of the following interim orders:-

- (a) An order may be passed directing the respondent to furnish an irrevocable bank guarantee of a sum of Rs.13,70,655/- 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.
(b) An order may be passed allowing the complainant to encash the bank guarantee entirely or to the extent of final relief which may be obtained by the complainants herein in the present proceedings.
(c) Such further and/or other order and/or orders may be passed as this Learned Tribunal may deem fit and proper.

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

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

The Applicants/Complainants declare that the matter regarding which this application has been made is not pending before any court of law or any authority or any other Bench of this 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)

AGREEMENT FOR SALE

LETTER 1

LETTER 2

LETTER 3

FORM 'J'
See rule 36(1)

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LETTER 4

MONEY RECEIPTS

Verification

I **SUNITA GUPTA** son / daughter of **LATE R. B. GUPTA** 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 *02.01.2021*

Sunita Gupta
Signature of the applicant(s)