

**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 : 9/16/2020

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

Complaint No. : COM000498

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

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

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between

Chiranjeeb Saha                      Complainant(s)

And

Regent Hirise Pvt Ltd                      Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

- (i) Name of the complainant : Chiranjeeb Saha
- (ii) Address of the existing office / residence of the complainant : Block IV , Luxeria 2D, Unimark Riviera, Uttarpara Kotrang Uttarpara-712232, Hooghly, Uttarpara Kotrang, Uttarpara, 712232
- (iii) Address of the service of all notice : 702-Highland Park, Opposite Moraj Complex, Takka, Panvel, Maharashtra-410206

2. Particulars of the respondents:

- (i) Name(s) of the respondent : Regent Hirise Pvt Ltd
- (ii) Office address of the respondent : 20 & 22, B. G. T. Road, Bhadrakali, ,Hooghly,NA Uttarpara,West Bengal,712232
- (iii) Address for service of all notices : 207, Acharya Jagadish Chandra Bose Road, Kolkata-700017, Police Station Beniapurkur.

3. Jurisdiction of the Authority : Hooghly

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

As per sales agreement dated 13-Jun-2014, the possession of flat along with common facilities was supposed to complete within 42 Months i.e. Nov,2017.

As on date i.e. 16-Sep-20 even after almost 3 years from agreement commitment date, the developer failed to deliver the flat along with common facilities.

The current construction activities are not attended properly by developer and the property possession will be delayed further which is not acceptable as per sales agreement.

(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. Immediate instruct developer to provide possession along with common facilities.
- b. As per sales agreement clause 18.2, developer to pay 12% penalty to be compensated to purchaser on agreement value of 35,82,480 Rupees of which 85% is paid always without any default from Purchaser .
- c. Seek relief from payment any further payment by purchaser against demand unless compensation is paid by developer.

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

**FORM 'J'**  
See rule 36(1)

**COMPLAINT TO AUTHORITY**  
Complaint under section 31 of the Act

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:

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)

Sales Agreement dated 13-Jun-2014

**Verification**

I **Chiranjeeb Saha** son / daughter of **Chanchal Saha** 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 : Pannd

Date : 16/09/2020



**Signature of the applicant(s)**