

**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 : 9/21/2020

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

Complaint No. : COM000503

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

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

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between

Nandini Srivastava                      Complainant(s)

And

Shri Satish Chandra Lakhotia                      Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

- (i) Name of the complainant : Nandini Srivastava
- (ii) Address of the existing office / residence of the complainant : Flat No. 08, 3rd Floor, Block A, Alapan Apartments, opposite Theism Pharmacy, Bandhgora Bolpur, Birbhum, Bolpur Sriniketan, Bolpur PS, 731204
- (iii) Address of the service of all notice : Current Address:  
L-1005, Paramount Floraville,  
GH-6, Sector 137  
Opposite Sector 137 Metro Station  
Noida 201304 (Uttar Pradesh).

2. Particulars of the respondents:

- (i) Name(s) of the respondent : Shri Satish Chandra Lakhotia
- (ii) Office address of the respondent : Larica Estates Limited, 7 Red Cross Place, 4th Floor, Kolkata 700001.
- (iii) Address for service of all notices : Larica Estates Limited, 7 Red Cross Place, 4th Floor, Kolkata 700001.

3. Jurisdiction of the Authority : Kolkata

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

On 23/07/2012 we (me and my husband jointly) had booked plot no. A/71 in Larica Green Hamlet at Amgachhia, Pailan, South 24 Parganas, W.B., being developed by Larica Estates Limited, after seeing the advertisement and going through the brochure (Annexure 1) given by them. Larica Estates Limited issued certificate of allotment no. 068 with pre printed date as 1.07.2012 (Annexure 2) to us, which contains the payment plan for the plot of land as well as construction linked payment plan for the bungalow. It is evident from this certificate that the promoter Larica Estates Limited is supposed to give us the fully constructed bungalow.

On 25/06/2013 we had signed the Deed of Agreement for construction of bungalow (Annexure 3). It is important to mention that we were compelled to sign the one side contract under duress, since that was made a precondition to get the registration of land done in our name. After signing the Deed of Agreement for construction of bungalow, the land was registered (Annexure 4) in our name the same day.

We made all the payments as per demand letters issued by the Larica Estates Limited to us, not defaulted even a single payment. The payment details are duly acknowledged under sign and rubber stamp of Larica Estates Limited

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Till date Larica Estates Limited neither completed the project with basic civic amenities, nor got the Conversion Certificate issued as change of land use is still pending.

Since 2013 Larica Estates Limited is engaged in a dispute with the state govt for violation of the Ceiling Act, but they kept on demanding and taking money from us, suppressing the material facts.

Till date the project is still incomplete and not fit for occupancy.

(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) :

Since the lawful completion of the project does not appear imminent, we demand the refund of all the money we paid to Larica Estates Limited till date, along with interest @18% thereon.

It is pertinent to mention that as per agreement with the promoter, which is one sided in their favor, the promoter demands 18% interest on late payments from our side. We have never defaulted on payments, but since the promoter has defaulted on delivering the completed bungalow with a lawfully completed project, we have a right to demand the same penalty from the promoter, viz. Larica Estates Limited.

(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:

We need the refund of the principal amount which we paid to the promoter, viz. Larica Estates Limited, in the interim period, till the time the matter is decided by you.

The arbitration, taken up by Assistant Director, Consumer Affairs Department, 11A, Mirza Ghalib Street, Kolkata 700087 on 28.02.2020, between us and promoter, viz. Larica Estates Limited failed (Annexure 5), as the promoter wanted to refund only the principal amount, after deducting the re-registration charges and also the advocate fees (as conveyed by the lawyer of the promoter to the Assistant Director, Consumer Affairs Department over the phone).

Pending final decision on the complaint the complainant seeks issue of the following interim order:  
100% refund of the principal amount to us which we paid to the promoter, viz. Larica Estates Limited.

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

7. Complainant not pending with any other court, etc:  
No, not with any 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

9. List of enclosures :  
(Specify the details of enclosures with the complaint)

Annexure 1 - Brochure

Annexure 2 - Certificate of Allotment

Annexure 3 - Deed of Agreement for Construction

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Annexure 4 - Deed of Conveyance

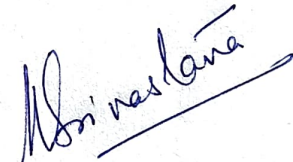
Annexure 5 - Arbitration Consumer Affairs Department

**Verification**

I **Nandini Srivastava** ~~son~~ / daughter of **Shri K. Kochunny** 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 : NoIDA

Date : 21.9.2020



**Signature of the applicant(s)**