

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 : 3/7/2021

Date of receipt by post : _____

Complaint No. : COM000674

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

Rajesh Kumar Complainant(s)

And

SIDDHIVINAYAK REALCON LLP Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

(i) Name of the complainant : Rajesh Kumar

(ii) Address of the existing office / residence of the complainant : AF 437, CPWD Quarters Sector-1, Salt Lake, North 24-Parganas, Bidhannagar Municipal Corporation, Bidhannagar (North), 700064

(iii) Address of the service of all notice : Rajesh Kumar

AF-437, CPWD Quarter Campus,
Sector-1, Salt Lake,
Kolkata-700064

2. Particulars of the respondents:

(i) Name(s) of the respondent : SIDDHIVINAYAK REALCON LLP

(ii) Office address of the respondent : 135 C S MUKHERJEE STREET ,Hooghly,NA Uttarpara,West Bengal,712235

(iii) Address for service of all notices : Siddhivinayak Realcon LLP, Jai Vinayak Group" Office Space No.202, 2nd Floor at Plot No. G-2, Block GP, Sector -V, Salt Lake City, Kolkata 700091

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:

1. We had booked a FLAT (Flat No. 3 'O' , 3rd Floor, in Block-5, Part- B) in under construction housing society namely Vinayak Golden Acres, Konnagar, at 135 C S Mukherjee Street Konnagar Pin 712235 under the Developer/Promoter " Siddhivinayak Realcon LLP, Jai Vinayak Group" having office at Office Space No.202, 2nd Floor at Plot No. G-2, Block GP, Sector -V, Salt Lake City, Kolkata 700091. The said Booking was executed through an "Agreement for Sale" in between Borrower, Owner and Promoter/Developer on a promise amount of Rs.28,67,824.00 (as mentioned in Para 1.2 of Agreement for Sale dated 11.03.2019.

2. We had expressed our desire to cancel the booking of said flat through cancellation/withdrawal of "Agreement for Sale" on 21.03.2020 but they did not reply to my letter within the time period (within 60 days) agreed upon/allowed in "Agreement for Sale" but sent an email to provide a "Consent Letter" of Bank for cancellation of "Agreement for Sale" on 27.06.2020 (after 98 days).

3. The Bank Consent Letter for cancellation was provided on 28.08.2020 from both end (i.e. the Bank end and my end). The receiving of the same was confirmed by Shri Om Prakash Sharma (Mob No. 9064365729).

4. On 23.09.2020, again Promoter/developer sent an email to provide Bank Account details to which amount would be credited and the same was provided on 07.10.2020 by Bank.

5. We sent about 20 reminders to close the deal and refund the whole due amount after legitimate deduction as per HIRA 2017 but they did not reply and finally we sent a registered letter on 12.01.2021 for refund of whole due

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amount to the bank and to us.

6. Promotor/Builder informed via email dt. 12.02.2021 that the letter of 12.01.2021 as desire of borrower for cancellation of Flat and misinterpreting the facts.

7. Promotor/Developer in its email dt. 12.02.2021 mentioned the refundable amount Rs. 10,32,415.00 however total amount paid was Rs14,12,326.00 (By Bank Rs 11,13,042.00 and by borrower Rs. 2,99,284.00)

(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) :

1. Refund of total amount disbursed amount by the Bank till date alongwith accrued interest from 05.05.2020 to till date of settlement.

2. Refund of total due amount with reverse interest rate @12% to us after legitimate deduction as per HIRA, 2017.

3. An amount of Rupees 500000/- (Five Lakhs) only additionally (excluding settlement amount) as penalty for harassment, mental torture and deliberate economic loss of the borrowers and to pass such other order/ orders or direction/s as the authority 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:

Refund of total amount disbursed amount by the Bank till date alongwith accrued interest from 05.05.2020 to till date of settlement.

Pending final decision on the complaint the complainant seeks issue of the following interim order:
no

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

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

no

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)

1st letter of developer

bank details

cancelation letter

consent letter

letter

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reminder

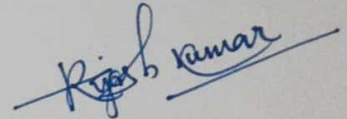
seperate reminder

Verification

I Rajesh Kumar son / daughter of Budhinath Mandal 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 : 07/03/2021

A handwritten signature in blue ink that reads "Rajesh Kumar". The signature is written in a cursive style and is underlined with a single horizontal line.

Signature of the applicant(s)