

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 : 4/13/2021

Date of receipt by post : _____

Complaint No. : COM000715

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

MANISH BAJAJ Complainant(s)

And

VEDIC REALTY PVT. LIMITED REPRESENTED BY ITS DIRECTORS,
MR. RAJ KISHORE MODI AND MR. UDAY MODI

Respondent(s)

1. Particulars of the complainant(s) :

(i) Name of the complainant : MANISH BAJAJ

(ii) Address of the existing office / residence of the complainant : 34, C.R. AVENUE, 2nd FLOOR, ROOM - 11, Kolkata, Kolkata, Bowbazar, 700012

(iii) Address of the service of all notice : MANISH BAJAJ
34, C.R. AVENUE,
2ND FLOOR, ROOM - 11,
KOLKATA - 700012

2. Particulars of the respondents:

(i) Name(s) of the respondent : VEDIC REALTY PVT. LIMITED REPRESENTED BY ITS DIRECTORS, MR. RAJ KISHORE MODI AND MR. UDAY MODI

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

(iii) Address for service of all notices : VEDIC REALTY PVT. LIMITED
1/1B, UPPER WOOD STREET,
KOLKATA - 700017

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:

BY AN AGREEMENT FOR SALE DATED 19.03.2014 WITH VEDIC REALTY PVT. LIMITED, WE HAD PURCHASED UNIT NO. B4 ON 4TH FLOOR IN BLOCK IG-04 MEASURING 990 SQUARE FEET TOGETHER WITH ONE COVERED CAR PARKING SPACE IN SCHEME NAMED IVY GREENS, WITHIN THE BOUNDARY WALLS OF VEDIC VILLAGE, LYING AND SITUATE AT RAJARHAT, DIST. NORTH 24 PARGANAS WITHIN THE AMBIT OF CHANDPUR GRAM PANCHAYAT, MOUZA - SHIKHARPUR, NOW - MOUZA BAJETARAF, KOLKATA - 700135 IN WEST BENGAL AT A CONSIDERATION VALUE OF Rs. 30,71,500.00.

BY A SUPPLEMENTARY AGREEMENT DATED 26.11.2016 THE AREA OF THE UNIT WAS MODIFIED TO 1040 SQ. FT. AND THE CONSIDERATION VALUE WAS INCREASED TO Rs.32,14,000.00

AS PER THE DEMANDS RAISED BY THE SELLER M/S. VEDIC REALTY PRIVATE LIMITED, WE HAVE PAID A TOTAL SUM OF Rs.25,71,200.00 ALONG WITH APPLICABLE TAXES TILL DATE. AS PER AGREEMENT THE SELLER / PROMOTER M/S. VEDIC REALTY PRIVATE LTD. WAS OBLIGED TO DELIVER THE COMPLETED FLAT / UNIT IN 36 MONTHS PLUS A GRACE PERIOD OF SIX MONTHS FROM THE DATE OF THE AGREEMENT.

SIR, 84 MONTHS HAVE ALREADY ELAPSED BUT THE SELLER HAS NOT PROVIDED POSSESSION OF THE

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FLAT / UNIT TO US TILL DATE. WE HAVE VISITED THE SITE ON SEVERAL OCCASIONS AND HAVE OBSERVED THAT NO WORK IS GOING ON. WHENEVER WE APPROACHED THE SELLER AND HIS AGENT, WE ARE ALWAYS TOLD THAT WORK WILL START SOON BUT NO WORK IS GOING ON AT SITE. IN THIS WAY 84 MONTHS HAVE ALREADY PASSED AND WE ARE FORCED TO SUFFER WITHOUT ANY FAULT ON OUR PART.

THIS PROJECT HAS NOT BEEN REGISTERED UNDER WBHIRA ACT ALSO.

(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) :

WE HAVE PAID 80% OF THE TOTAL CONSIDERATION VALUE AS PER PAYMENT SCHEDULE AND THERE HAS BEEN NO DEFAULT ON OUR PART.

DUE TO NON DELIVERY OF THE FLAT, YOUR COMPLAINANT HAS SUFFERED AND CONTINUES TO SUFFER HUGE FINANCIAL LOSS AS ALSO MENTAL AGONY AND OTHER LOSSES IN VARIOUS WAYS.. YOUR COMPLAINANT PRAYS FOR COMPENSATION FOR DELAY AND IMMEDIATE DELIVERY OF THE FLAT. IN CASE THE SELLER IS UNABLE TO PROVIDE IMMEDIATE DELIVERY, WE PRAY FOR CANCELLATION OF THE FLAT WITHOUT ANY CLAIM UPON US AND THE AMOUNTS PAID BY US TO THE SELLER TO BE REFUNDED IMMEDIATELY INCLUDING ALL COSTS AND TAXES ALONG WITH 12% INTEREST TO BE COMPOUNDED EVERY 3 MONTHS.

(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:
NOT PRAYED

Pending final decision on the complaint the complainant seeks issue of the following interim order:
IMMEDIATE DELIVERY OF THE FLAT AS THE SAME IS REQUIRED FOR RESIDENTIAL PURPOSE.

COMPENSATION FOR DELAY

IN CASE THE SELLER IS UNABLE TO DELIVER THE FLAT IMMEDIATELY, CANCELLATION OF THE FLAT AND REFUND OF ALL MONIES PAID BY US ALONG WITH INTEREST @ 12% TO BE COMPOUNDED EVERY 3 MONTHS FROM THE RESPECTIVE DATES OF PAYMENTS OF INSTALLMENTS.
OTHER RELIEFS AS YOUR AUTHORITY MAY DEEM FIT.

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

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

THE COMPLAINANT FURTHER STATE THAT THE MATTER REGARDING WHICH THE COMPLAINT HAS BEEN MADE IS NOT PENDING BEFORE ANY COURT OF LAW OR ANY OTHER AUTHORITY OR ANY 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)

IVY GREENS

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Verification

I MANISH BAJAJ son / daughter of ISHWARI PRASAD BAJAJ 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: Ratkole

Date: 13-4-21

MB 21

Signature of the applicant(s)