

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 : 2/7/2021

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

Complaint No. : COM000635

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

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

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between

DIBYENDU MUKHERJEE Complainant(s)

And

DHARITRI INFRAVENTURE PRIVATE LIMITED Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

(i) Name of the complainant : DIBYENDU MUKHERJEE

(ii) Address of the existing office / residence of the complainant :

(iii) Address of the service of all notice : ARDHENDU BHAWAN, DHUNARA PLOT, BENACHITY

DURGAPUR-713213

MOBILE: 9932395309

2. Particulars of the respondents:

(i) Name(s) of the respondent : DHARITRI INFRAVENTURE PRIVATE LIMITED

(ii) Office address of the respondent : DN-51, MERLIN INFINITE, 6TH FLOOR, SUITE-606, SECTOR-V, SALLAKE CITY, KOLKATA

(iii) Address for service of all notices : DN-51, MERLIN INFINITE, 6TH FLOOR, SUITE-606, SECTOR-V, SALLAKE CITY, KOLKATA

3. Jurisdiction of the Authority : North 24-Parganas

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

We have deposited INR 9 lakh (30%) as booking amount starting from December 2018 for Flat A, Block 2, Tower 9, royal enclave project. But, when we went for agreement, we came to know that, master plan has changed due to HIRA registration. And, our previous allotment got void without any prior info from developer. We were bound to move to tower 19, Flat B. But, we didn't find any change in master plan in HIRA website. Salesperson mentioned possession will be from 2020-21 as well as HIRA website also mentioned as Dec'21. But, in draft agreement the possession period changed to 36+6 months from DOA which stands to 2023. Under above anomaly we rejected the flat. And, requested the return of the deposited amount by application on 14.12.19. But, the developer ignored all such requests and till now we didn't receive any part of the deposited amount. As of now, after filing refund application on 14.12.19, 14 months has been lapsed and no refund received and are currently not responding to our any communication and showing compliancy to return any amount.

(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) :

Total refund of deposited amount of INR 9.0 Lakhs (Nine lakhs Indian Rupees)

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

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upon)

6. Interim order, if prayed for:  
No.

Pending final decision on the complaint the complainant seeks issue of the following interim order:  
Not Applicable

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

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

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 letter

Draft Agreement of Property

Receipt

Refund Application to Party

Verification

I DIBYENDU MUKHERJEE son / daughter of TAPAN KUMAR MUKHERJEE 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 : *Durgapur*

Date : *26/08/2021*

*Dibyendu Mukherjee*  
Signature of the applicant(s)