

FORM 'S'
See rule 38(1)

COMPLAINT TO AUTHORITY
Complaint under section 31 of the Act

For use of Authority(s) office :

Date of filing : 2/28/2020

Date of receipt by post : _____

Complaint No. : COM000325

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE
Calcutta Greens Commercial Complex (1st Floor), 1050/2, Survey Park, Kolkata-700075

Between
Prabir Kumar Raychaudhuri Complainant(s)
And
Ideal Real Estates Pvt. Ltd. Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :
(i) Name of the complainant : Prabir Kumar Raychaudhuri
(ii) Address of the existing office / residence of the complainant : Flat No 5C M K Towers 301 Prience Anwar Shah Road, Kolkata, Kolkata, Jadavpur, 700045
(iii) Address of the service of all notice : Flat No 5C M K Towers 301 Prience Anwar Shah Road Kolkata 700045

2. Particulars of the respondents:
(i) Name(s) of the respondent : Ideal Real Estates Pvt. Ltd.
(ii) Office address of the respondent : Mouza Mahishbathan & Thakdari, Ward No. 28, Bidhannagar Municipal Corporation,,North 24-Parganas,Bidhannagar Corporation Bidhannagar (East),West Bengal,700102
(iii) Address for service of all notices :
Ideal Real Estates Pvt. Ltd
50 Jawar Lal Nehru Road
11th Floor
Kolkata 700071

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

Complainant Prabir Kumar Raychaudhuri booked Flat No 15E in EGERT in Ideal Aquaview a complex being constructed by Ideal Real Estate Pvt. Ltd. vide an agreement dt, 12.08.14. Total value of the flat Rs 77.8 Lakh(including car parking, AC, location charge tax etc.) of which complainant already paid Rs 67,71 Lakh plus taxes(Total amount Rs.70.04 lakh) 90% of the price of the flat.The possession of the flat as per the agreement was supposed to be received by 31.12.2017 with an extended period of 1 year i.e. 31.12,2018. Flat was not handed over and complainant cancels the agreement on 26.03.2019. As per terms of the agreement Respondent Ideal Real Estates Pvt. Ltd. shall refund to the buyer amount paid along with 12% interest per anum. From April 2019 complainant visited respondent office,send mail,phone call for refund of full amount but in spite of commitment



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refund was not made. Finally on 17.10.2019 respondent again committed payment of refund @ Rs. 5 lakh per week from week starting from 21.10.2019. Complainant again failed the commitment and till date only 20 Lakh paid against Rs. 102 lakh. Present balance refund amount Rs. 82 Lakh. Copy of Agreement, Mail, Letter enclosed. Due to respondent repeated failure of commitment of refund the complainant request HIRA to look into this matter.

(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) :
Reliefs Prayed for:
1. Immediate Refund of Rs. 82 Lakh.
2. Compensation for delay and repeated failure of commitment of refund.

(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:

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 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)

Respondent commitment letter of refund, relevant portion of agreement, & refund calculation as on 15.10.2019

FORM 'J'
See rule 36(1)

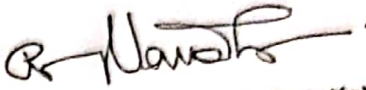
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Verification

I Prabir Kumar Raychaudhuri son / daughter of Late K.C. Raychaudhuri 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 : 29.02.2020


Signature of the applicant(s)

11/24/2019

Gmail - Ideal Aquaview



Prabir Raychaudhuri <pkraychaudhuri@gmail.com>

ideal Aquaview

13 messages

Anuj Tulsyan <atulsyan@ideal.in>
To: pkraychaudhuri@gmail.com, Sourav Das <sourav.das@ideal.in>

Thu, Oct 17, 2019 at 12:39 P

Dear Mr Raychaudhuri

This has reference to your request for cancellation of flat no 15 E in block Egret in our project Ideal Aquaview.
As discussed with you and agreed by you, we will be paying you 5 lacs per week by RTGS starting from next week.
We would request you to please confirm the same and send us your bank account details for doing RTGS

Regards

Anuj Tulsyan

R.

Ideal Aquaview

1 message

Fri, Oct 18, 2019 at 11:59 AM

Sourav Das <sourav.das@ideal.in>
 To: Prabir Raychaudhuri <prkraychaudhuri@gmail.com>

Payment Refund Statement up to 15th Oct 2019.

Amount to be refunded					1505sqft
75,28,850	15E	Prabir Kumar Raychaudhuri		IAV	EGRET
Recd date	Due Amt (Rs.)	Refund date	Amt Recd (Rs.)	Days	Int @12% p.a (Rs.)
27-Jan-14	3,00,000	15-Oct-19	3,00,000	2,087	2,05,841
27-Mar-14	4,52,885	15-Oct-19	4,52,885	2,028	3,01,956
12-Apr-14	1,72,575	15-Oct-19	1,72,575	2,012	1,14,155
12-Apr-14	2,40,801	15-Oct-19	2,40,801	2,012	1,59,285
12-Apr-14	3,39,509	15-Oct-19	3,39,509	2,012	2,24,578
27-Nov-14	2,89,586	15-Oct-19	2,89,586	1,783	1,69,753
27-Nov-14	2,37,435	15-Oct-19	2,37,435	1,783	1,39,182
20-Dec-14	5,27,021	15-Oct-19	5,27,021	1,760	3,04,950
28-Mar-15	5,27,021	15-Oct-19	5,27,021	1,664	2,88,317

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23-Jul-15	5,27,021	15-Oct-19	5,27,021	1,545	2,67,698
09-Dec-15	1,39,706	15-Oct-19	1,39,706	1,406	64,579
09-Dec-15	2,60,555	15-Oct-19	2,60,555	1,406	1,20,441
10-Dec-15	1,24,075	15-Oct-19	1,24,075	1,405	57,312
28-Mar-16	5,25,339	15-Oct-19	5,25,339	1,286	2,23,838
26-Jul-16	5,27,021	15-Oct-19	5,27,021	1,176	2,03,762
23-Nov-16	5,27,021	15-Oct-19	5,27,021	1,056	1,82,970
20-Mar-17	3,82,775	15-Oct-19	3,82,775	939	1,18,167
20-Mar-17	1,44,246	15-Oct-19	1,44,246	939	44,531
31-Aug-17	27,867	15-Oct-19	27,867	775	7,100
31-Aug-17	98,214	15-Oct-19	98,214	775	25,024
31-Aug-17	4,00,940	15-Oct-19	4,00,940	775	1,02,157
TOTAL	67,71,613		67,71,613		33,25,596

Interest

33,25,596

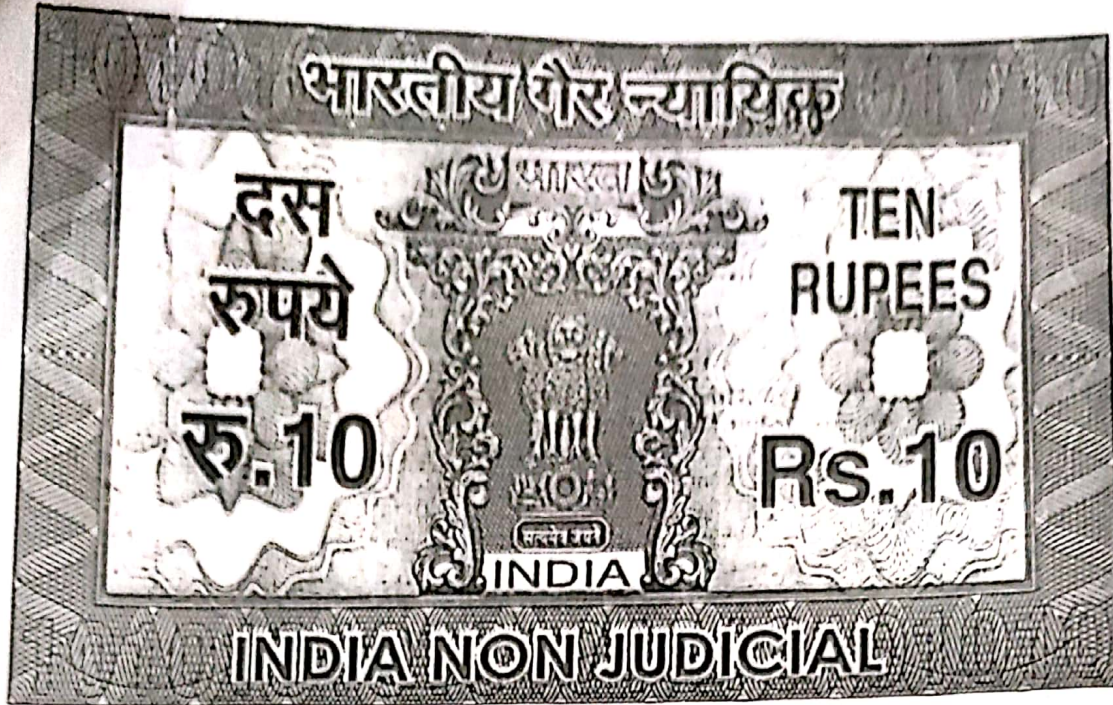
Add : Amount Received

67,71,613

Total Amount Refundable

1,00,97,209

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AA 871309

AGREEMENT

1. Date: 12.08.2014

2. Place: Kolkata

3. Parties

3.1. Om Prakash Himatsingka, son of Late D. N. Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata - 700019;

3.1.2 Smt. Manisha Himatsingka, wife of Rajiv Himatsingka, by religion Hindu, by occupation business, Citizen of India, residing at 19B, Mandeville Gardens, "Rajiv Apartment", Flat No. 18, Police Station Gariahat, Kolkata - 700019;



per annum for the period of delay till the Date Of Cancellation and (3) the difference between the Total Price and New Total Price and (3) cost, if any, incurred for such sale to the New Buyer.

12.2 Cancellation by Buyer: In case the Buyer cancels this Agreement on any ground whatsoever (except breach of Owners' And Ideal's Covenants), Ideal shall refund to the Buyer, at Ideal's option, in either of the manners mentioned in Clauses 12.1.1 or 12.1.2 (a) and (b) above.

12.3 Breach by Owners and Ideal: Without prejudice to the provisions of Clause 9.5 above, in the event the Owners and/or Ideal fail and/or neglect to deliver possession of the Said Flat And Appurtenances within the Completion Date (which may include the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above), this Agreement shall, at the option of the Buyer, be cancelled/terminated, upon which Ideal shall refund to the Buyer all payments received till that date, with interest calculated @ 12%(twelve percent) per annum. If however the Buyer does not exercise the option to cancel/terminate within 3 months of expiry of the Extended Period or the period required beyond the Extended Period due to Circumstances Of Force Majeure (defined in Clause 16.1 below) and other circumstances mentioned in Clause 9.5 above, then it shall be deemed that the Buyer has voluntarily opted not to cancel/terminate the Agreement recorded herein but to continue with transaction and in such event no interest or compensation shall be payable by the Owners and Ideal for any delay caused.

12.4 Effect: Upon cancellation of this Agreement due to any of the circumstances mentioned in Clauses 12.1, 12.2 and 12.3 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex and/or the Said Property or any part or portion thereof, in any manner whatsoever and the Owners and Ideal shall be free to deal with and dispose of the Said Flat And Appurtenances in any manner whatsoever to any person or entity. The effect of such termination shall be binding and conclusive on the Parties.

13. Taxes

13.1 Obligation Regarding Taxes: In the event of the Owner and/or Ideal being made liable for payment of any tax (excepting Income Tax), fee, duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax, fee and imposition levied by the State Government, Central Government or any other authority or body) or if the Owner and/or Ideal are advised by their consultant that the Owner and/or Ideal are liable or shall be made liable for payment of any such tax, fee, duty, levy or other liability on account of the Owner and/or Ideal having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, fee, duty, levy or other liability and hereby indemnifies and agrees to keep the Owner and Ideal indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, fees, duties, levies or other liabilities so imposed or estimated by the Owner's and/or Ideal's consultant shall be paid by the Buyer at or before the Date of Possession.

14. Defects

14.1 Decision of Architect Final: If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer within a period of 12 (twelve) months from the Date Of Possession Notice, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, Ideal shall, at its own costs, remove the defects and thereafter Ideal shall not have any liability and/or responsibility. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding deemed possession as contained in Clause 9.6.2 above shall apply and all consequences mentioned therein shall follow. In the context of this Clause, defects shall mean defect in construction only and not defect in bought-out items such as electrical fittings, sanitary fittings, hardware fittings etc.



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[Handwritten signature]

6th Schedule
Part-I
(Total Price)

The Total Price for sale of Build Flat And Appurtenances is as mentioned below:

Particulars	Amount (Rs.)	Service Tax (Rs.)	Total Price (Rs.)
Base Price of the Build Flat	60,95,250.00	1,88,343.50	62,83,593.50
Base price of the Garden	---	---	---
Proportional Location Charges	2,25,750.00	27,903.50	2,53,653.50
Height Escalation Charges	6,32,100.00	19,537.50	6,51,637.50
Air Conditioning Charges	2,25,750.00	6,976.50	2,32,726.50
Open/Covered/Basement Parking Space Charges	8,50,000.00	1,0,815.50	9,60,815.50
Total Price	75,28,850.00	2,53,569.50	77,82,419.50

Part-II
(Payment Schedule)

The Total Price shall be paid by the Buyer in the following manner:

1	At or before the execution hereof	Rs. 24,01,253.00
2	Within 21.11.2014	Rs. 5,44,771.00
3	Within 21.03.2015	Rs. 5,44,771.00
4	Within 19.07.2015	Rs. 5,44,771.00
5	Within 16.11.2015	Rs. 5,44,771.00
6	Within 15.03.2016	Rs. 5,44,771.00
7	Within 13.07.2016	Rs. 5,44,771.00
8	Within 10.11.2016	Rs. 5,44,771.00
9	Within 10.03.2017	Rs. 5,44,771.00
10	Within 08.07.2017	Rs. 5,44,771.00
11	Within _____	Rs. _____
12	Within _____	Rs. _____
13	Within _____	Rs. _____
14	Before Date Of Possession	Rs. 7,78,228.00
	Total	Rs. 77,82,419.00

(Rupees SEVENTY SEVEN LAKHS EIGHTY TWO THOUSAND FOUR HUNDRED NINETEEN ONLY)