

I have booked two self-contained residential 3 BHK flats side by side having covered area of (900+900) = 1800 sq.ft. more or less, on the 3rd floor, Tower No. 51 on dated 15.07.2018 in a project named “**DHARITRI ICON Phase-I**” address Mouza – Matiyagacha, Langalpota, 24 Parganas (North) – 700135, P.S.- Barasat(**Allotment Letter enclosed**). Builder of the said Project is **M/s DHARITRI INFRAVENTURE PVT. LTD.** Before going for booking the authorized salesman of the Builder showed me the site and the layout/sketch of the site plan consisting of more or less 61 Towers (G+4), 16 Row House, 211 Nos of Bungalows over 1 to 4 Katha land and much more which included external amenities and a network of 20 feet wide road etc. within the Phase I of the Project “**DHARITRI ICON**” and allowed me to select any flat or Bungalow from the site plan (**copy enclosed**) without any restrictions. After the booking of above-mentioned flats the Sale Deed was executed on dtd. 30.07.2018 (**copy enclosed**). Subsequently, after few days for availing Home loan from Bank, I asked the builder verbally, vide Email and by letter via speed post to provide me relevant valid documents such as land details, Sanctioned Building & Site/Master Plan, etc as required by the Bank (**copy enclosed**). The builder was able to produce only land documents of 47 Decimals equivalent to 1903.5 sq.mt. acquired in a scattered manner, nothing else was provided to me. I repeatedly requested the Builder for arranging the required documents, but nothing was being provided. Whereas in the sale agreement it is written that “The development work and construction of the, said proposed Phase-I is under construction in accordance with the said building plan and specifications mentioned in PART-II of the Third Schedule written hereunder”, which means that all the necessary valid documents for Phase I are ready, the copy of which can be made available to the customer whenever needed. **But till date there is no construction work is undergoing in the said Project.** This incident made me sure about the fact that the Builder was not genuine and is involved in fraudulent practices. So, I applied for the refund for the whole amount paid by me so far Rs 1000800.00 (Rupees Ten Lakhs Eight Hundred only) with interest on dtd. 06.10.2018(**copy enclosed**). Then after repeated correspondences and follow-ups, the authorized representative of the Builder vide Email dtd. 26.10.2018 informed that the amount will be refunded starting from Oct’ 2018 and will complete the payment by 31st Jan’ 2019 (**copy enclosed**). My written response to the Builders proposal/request was to follow the rules formulated under HIRA, Act i.e. to maintain the timeline of refund of 45 days as in the rules (**copy enclosed as Annexure I**). The Builder violated the rules formulated by HIRA, in this regard It is to be noted that:

- 1. How the company is selling such a huge property consisting of more or less 61 Towers (G+4), 16 Row House, 211 Nos of Bungalows over 1 to 4 Katha land and much more which included external amenities and a network of 20 feet wide road etc. within the First Phase of the Project “DHARITRI ICON” without acquiring required land.**
- 2. How the company sold and executed sale agreement of the Flats without acquiring registration from WBHIRA, after the notification of the said Act within the state on 1st June 2018. Till date the company didn’t applied for WBHIRA’s registration for the Project “DHARITRI ICON Phase-I”.**

Refer clause No. 12 of the WBHIRA, Act.

Quote

Where any person makes an advance or a deposit on the basis of information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act.

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.

Unquote

Regarding timeline of refund refer clause No. 19 of the rules formulated under this Act.

Quote

Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in the terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

Unquote

In view of the above clause of WBHIRA, Act, this is a case of intentional and deliberated Fraud and Cheating and subsequently the company have also violated the refund rules.

My payment details are as under (**Money receipt enclosed**).

- 1) Rs. 1,00,000.00, Receipt No. E-3005, dated 15.07.2018, 2) Rs. 4,00,000.00, Receipt No. E-3006, dated 16.07.2018,**
- 3) Rs. 4,00,000.00, Receipt No. E-3070, dated 30.07.2018, 4) Rs. 1,00,000.00, Receipt No. E-3189, dated 15.08.2018,**
- 5) Rs. 800.00, Receipt No. 1466 dated 29.08.2018**

Total Amount Paid so far is Rs 10,00,800.00 (Rupees Ten Lakhs Eight Hundred only).Till date after rigorous follow-ups, meetings, telephonic conflicts etc. the Builder managed to pay Rs. 570000.00 (Five Lakh Seventy thousand only) without any interest (**copy of the Bank Statement enclosed**). Amount outstanding is Rs. 430800.00 along with accrued interest of the total amount. On asking for payment of rest of the amount a representative of the Builder named Sandeep Kumar who declares himself as **SALES HEAD** of the company started to provide vague timelines of payment vide Email (**Correspondence enclosed as Annexure II**) and the office started to misbehave on verbal communications which shows that their intention is not favorable at all to return the balance amount. Communicated with the Directors of the company via Email but didn’t received any reply.

In view of above, it is my humble request to you Sir, to kindly make arrangement such that I can get back my hard earned money with interest as per the prevalent rules of HIRA and compensation of Rs. 200000.00(Rupees two Lakhs only) from the Builder because of the mental trauma and harassment I am experiencing day-to-day as it is a proven case of **Fraud and Breach of trust with a fear of losing the money.**

The office and residential address of the Builder is as follows:

OFFICE ADDRESS

**Dharitri Infraventure Pvt. Ltd.
Salt Lake, Sector V, DN-51,
Merlin Infinite, 6th floor
Suite-606, Saltlake city,
Kolkata- 700091
Phone No. (033)65010662, 9641600600**

RESIDENTIAL ADDRESS:

- 1. Suman Jana & Dipanwita Samanta
Sreebhumi, 196 Canal Street, 4th floor, 10th lane
Near Sreebhumi Sporting Club
South DumDum (Municipality)
24 Parganas (North), W.B. 700048**
- 2. Vicky Singh
5/H/1, Bagmari Road, Maniktala
Kolkata-700054.**