

Name of Company: **Riverbank Developer Pvt.Ltd. (RDPL)**
Registration Number of Company (CIN): **U70101WB2007PTC120037**
Name of Project: **Hiland Greens**
Date of Booking the Flat: **28.03.2014**
Location of Project: **Maheshtala, Batanagar, Dist.- South 24 Parganas, Kolkata-700140, West Bengal, India.**

Mr. Nandu Belani
Director, Riverbank Developers Pvt. Ltd.
225 AJC Bose Road,
Kolkata - 700020, West Bengal, India
Email ID: nandu@belanis.com

Mr. Sumit Dabriwala
Managing Director, Riverbank Developers Pvt. Ltd.
225 AJC Bose Road,
Kolkata - 700020, West Bengal, India
Email: sumit@hilandcal.com

Dear Sir,

I sent email to above mentioned officers (Mr. NanduBelani and Mr. Sumit Dabriwala) on 03.09.2018 and reminder on 08.10.2018 regarding the miscalculation of interest on registration charge and car parking space. But unfortunately, both of them don't bother to reply me and again Mr. Bipin Singh replied on 10.09.2018 same as before. I requested them repeatedly to take my email seriously, but unfortunately they ignored. So I complained to **National Consumer Forum, Govt. of India. Complaint Number: 979998** and Complaint Registration Date: 2018-10-26. Please find the attachment [Annexure-1](#).

So for the THIRD time I again sent the email to both of them on 29.10.2018. Please find the attachment Annexure-2. But unfortunately, they do not bother to reply or response.

1. Regarding the advanced payment of registration charge **Rs.2,03,800**, which I sent on **08.05.2017** in company's account. I am supposed to get the interest @12% (according to GTC) on my advanced principal money (registration charges) **Rs.2,03,800/- from 08.05.2017 to 24.07.2018 (441 days)**, which is **Rs.29,548/-**. But unfortunately, they divided the principal money into two amounts and calculated without any justification ([Please see Annexure-3](#)). So I am supposed to get Rs.29,548, but after miscalculation they gave only Rs.23213. Intentionally they are trying to harassed and confuse me. I asked them to send me the rest of my interest money, but they don't bother.
2. This malpractice of miscalculation/wrong calculation is not the first time happened with me. I received the email from Hiland Group (customercare@hilandcal.com) on **18.12.2017** with attachment demand letter. In that letter Hiland Group demanded **Rs.170,183.00/-** within 02.01.2018. I was really surprised to see that demand letter and how casualness of your company. **I overpaid to Hiland Group and without calculation your company demanded extra money from me, which is totally illegal.** I replied the email

on 02.01.2018 explaining my all payments (Please see Annexure-4a&b). I received the email from Hiland Group on 04.01.2018 **accepting the company's fault and WRONG calculation** (Please see Annexure-5). Thereafter, I got actual calculation on 06.01.2018 (Please see Annexure-6a&b), where clearly mentioned by Hiland Groups that I am supposed to get back overpaid money, although your company demanded Rs.170,183.00/- in letter dated 18.12.2017. If I could not notice the wrong calculation made by Hiland Group, I was supposed to pay illegal demanded extra money (Rs.170,183.00/-). **In this context, it is proved that Hiland Group as well as Riverbank Developers Pvt.Ltd. (RDPL) tried to cheat the customers and may collected the extra huge money from other customers, which RDPL supposed not to do. This matter is completely illegal under Real Estate (Regulation and Development) Act, 2016. So I was seeking their justification. But unfortunately, I did not get any response.**

3. For your kind information, the possession of my flat was delayed due to irresponsibility, not responding to my email or call, false commitment of employees of HilandGreens. Therefore, according to the GTC No.11(d), I am entitled to get compensation from RDPL to be calculated **@12.50/- per sq.ft. of 712 sq.ft. per month, effective from the scheduled date (September 2017) of possession till the "date of possession" (23.05.2018)**. The calculation may be as follows.

The number of months delayed to get possession is 9 months (September 2017 to May 2018). So the calculated amount of compensation is **712 sq.ft. X @12.50 X 9 months =80,100/-**.

But, unfortunately, Mr. Bipin Singh denied my demand mentioning the delay payment. For your kind information, according to the clause No.11(d), RDPL will compensate only the chargeable area of the Apartment and I paid full down payment of my apartment charge (allotment charges) at a time within the stipulated time without any delay. So there should not be any question of delay allotment payment, although Mr. Singh continuously saying that allotment payment is delayed, which is lying. **So according to GTC No.11(d), RDPL supposed to pay compensation and according to Real Estate (Regulation and Development) Act, 2016, I am entitle to get compensation from RDPL.**

4. I paid **Rs.2,83,498 on 20.06.2014** for my **covered car parking space**. Five years passed, still now I did not get the car parking space. Although I am supposed to get on September 2017. I asked by email on 29.10.2018 to let me know when I will get the car parking space. But they don't bother to response.
5. According to the **GTC clause No.13(c)**, on the "date of possession" RDPL shall be liable to transfer the car parking space along with the apartment to the allottee. But unfortunately, **RDPL failed still date to transfer the car parking space to me within the stipulated time**. In this context, RDPL itself is a defaulter. **So according to the Real Estate (Regulation and Development) Act, 2016, RDPL shall be liable to pay the compensation to me since September 2017.**

So I am here by appeal to get justice in this regards.
Thanking you and with regards,

Amit Roy
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