

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 : 5/25/2021

Date of receipt by post : _____

Complaint No. : COM000743

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between
SUYASH AGARWAL Complainant(s)
And
Ideal Real Estates Pvt. Ltd. Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :
 - (i) Name of the complainant : SUYASH AGARWAL
 - (ii) Address of the existing office / residence of the complainant :
 - (iii) Address of the service of all notice : 66/1, BAITHAKKHANA ROAD, 1st Floor, Kolkata - 700009
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 Municipal Corporation Bidhannagar (East),West Bengal,700102
 - (iii) Address for service of all notices : 50, Jawaharlal Nehru Road, Floor - 11, 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:

An Agreement for Sale dated 31st day of August, 2018 of Residential Flat no. Ground C, on the ground floor, measuring carpet area approximately 644 (Six Hundred Forty Four Only) square feet, super built-up area approximately 1050 sq. ft., comprised in the Block named Garnet (hereinafter referred to as "the said flat") forming part of the Said Complex named "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector – V, 24 Parganas (North), Pin – 700 102 was entered into between the Complainant and the Respondents for the purchase of the said flat. Allotment letter was issued by the said Respondent to the Complainant.

It is pertinent to mention that Clause 9.5 of the said Agreement for Sale provides that:

"Ideal shall construct, finish and make the Said flat habitable and the Parking Space, if any, usable in accordance with the provisions of Clause 9.6.3 below on or before 'MARCH' 2020 (Completion Date) provided however the Completion Date may be extended by a period of 12 (twelve) months (Extended Period) at the option of Ideal and provided further that it shall not be obligatory for Ideal to complete the Common Portions before giving the Possession Notice (defined in clause 9.6.2 below) to the Buyer..."

It is also pertinent to mention that clause 12.3 of the said Agreement for Sale provides that 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 this Agreement shall, at the option of the Buyer, be cancelled/terminated, upon which Ideal shall refund to the buyer all payments received till date, with interest calculated @12% per annum.

Thereafter the complainant followed up with the respondent for the delivery of the possession of the said Flat. The respondent are running late in giving/providing the possession of the said Flat/unit to the complainant and till date the said flat has not been handed over by the respondent. Hence this complaint.

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(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) :
Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s):

1. Refund of the amount of Rs. 8, 63, 038/- paid by the complainant to the respondents.
2. Interest @ 12% p.a. on such amount.

(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:

- i. The respondents be directed to show cause as to why they should not be directed to furnish security to the extent of Rs. 8, 63, 038/-
- ii. If the respondents fail to show cause or show insufficient cause, the assets and properties of the respondents be attached.
- iii. An order of injunction be passed restraining the respondents from dealing with and/ or disposing of and/ or alienating and/ or transferring and/ or encumbering their assets and properties and from withdrawing any amounts from their bank accounts without keeping apart a sum of Rs. 8, 63, 038/
- iv. Such further and/ or other order or orders be passed.

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 before any court of law or any other authority or any other tribunal(s).

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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 for Sale dated 31.08.2018 - Annexure A

Allotment Letter & Payment Schedule - Annexure -B

Money Receipts - Annexure - C

Notice Dated 01.03.2021 & 05.04.2021 - Annexure -D

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Verification

I **SUYASH AGARWAL** son / daughter of **SUSHIL KUMAR AGARWAL** 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 :

Date :

Signature of the applicant(s)