BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, THANE

IN RE: COMPLAINT No..........................of 20.....

IN THE MATTER OF:

Rakesh Giridhari Yadav

(Full Name, Age, Gender, and Address of Complainant, Email, mobile number)

B-502, Chandresh Udyan, Lodha Heritage, Desale Pada, Dombivali East 421 201, Maharashtra

... COMPLAINANT

Vs.

M/s Swapnapurti Homes and Partners

(Full names and Addresses of Opposite Party)

Mr. Sharad Amrut Mozar, Mr. Ashish Amrut Mozar, Mr. Balkrishna Amrut Mozar, Mr. Sanjay Shedage

02 & 03, Ground Floor, Building No.1, Sarvoday Garden, Opp. Railway Station, Kalyan West-421 301, Maharashtra

... OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

INTRODUCTION:

The complainant, Rakesh Giridhari Yadav, is a resident of Dombivali East, Maharashtra. The opposite party comprises partners of M/s Swapnapurti Homes, a real estate company with a registered office at Kalyan West, Maharashtra.

Description of the deal and services promised by the opposite parties for the value paid by the complainant:

The complainant booked a 1BHK flat measuring 450 sq. ft. at the Nerepada, New Panvel project of Swapnapurti Homes in 2020. The total consideration for the said property was Rs. 6,75,000/-, out of which the complainant has already paid Rs. 3,00,000/-.

TRANSACTION:

The transaction complained of involves the booking of a 1BHK flat. A notarised agreement was executed on 04/01/2021, promising possession within 18 months. Despite multiple installments paid totalling Rs. 3,00,000/-, possession has not been handed over. Copies of the receipts are attached herewith as Annexures A, B, and C.

NATURE OF COMPLAINT:

The grievance highlights the failure of M/s Swapnapurti Homes in delivering possession of the booked flat within the promised timeframe, constituting a deficiency in service and a breach of the agreement.

Not delivering the goods and services for which payment is made.

RECTIFICATION:

The complainant attempted to contact the opposite party through various means upon discovering the office shutdown and lack of response. However, all attempts to amicably resolve the matter have failed.

CAUSE OF ACTION arose when the opposite party failed to deliver possession within the stipulated 18 months as per the agreement dated 04/01/2021.

EVIDENCES:

Copy of the notarised agreement

Receipts of payments made

TERRITORIAL JURISDICTION

The complainant resides within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

As the amount of consideration is below Rs 50 lakhs, this Hon'ble Commission has jurisdiction to entertain this complaint.

LIMITATION: The complaint is being filed within the period prescribed under section 69 of the Act, 2019.

COURT FEE: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020

PRAYER:

The complainant prays for:

Possession of the booked flat or a full refund of Rs. 3,00,000/- with interest.

Compensation for mental agony and legal costs incurred.

Any other relief the Hon’ble Commission deems fit in the circumstances of the case.

PLACE: Thane

DATED: [Insert Date]

SIGNATURE

NAME OF THE COMPLAINANT: Rakesh Giridhari Yadav

VERIFICATION

I, Rakesh Giridhari Yadav, hereby declare that the facts mentioned above are correct to the best of my knowledge and belief.

Name & Signature of the Complainant