

BY SPEED POST/COURIER

DATE: .08.2021

To

The Station House Officer,

Police Station:.....

**SUB: CRIMINAL COMPLAINT AGAINST THE [REDACTED] [REDACTED]
[REDACTED] PVT. LTD. THROUGH ITS DIRECTORS /
AUTHORIZED SIGNATORIES HAVING REGD. [REDACTED] [REDACTED]
[REDACTED]NAL BREACH OF
TRUST, CONTRACT AND CHEATING UNDER SECTION 405, 420
OF THE INDIAN PENAL CODE.**

Sir/Mam,

- I, [REDACTED] [REDACTED]
[REDACTED]) - 110051,
like to state that [REDACTED]. Through its
Directors / Authorized Signatories (Accused) had approached me with
a proposal to sell a residential apartment i.e [REDACTED] having
carpet area of [REDACTED] square feet) and total area 137.10 sq
mtrs (1475 sq ft) of [REDACTED] ("Building")
along with garage/closed parking no. [REDACTED]
Square Meter in your project namely, "[REDACTED]"
[REDACTED] (herein after to be referred to as 'the
Project'). Further, M/s [REDACTED]. Through its
Directors / Authorized Signatories (Accused) stated and represent that,
they owned, seized and possessed the said project Land and entitled to
develop and construct and further they also have a right to sell and deal
with the said project.
- That on basis of assurances and representation of [REDACTED]
[REDACTED]. Through its Directors / Authorized Signatories

(Accused) and continuous follow up by the team members of the [REDACTED] [REDACTED]. LTD, I inspected the site and agreed to purchase the residential apartment i.e Flat No. [REDACTED] having carpet area of [REDACTED] sq mtrs [REDACTED] along with garage/closed parking no. 1244 (Stilt) admeasuring 13.75 Square Meter in project namely, "[REDACTED], **Uttar Pradesh** " (U.P.) for the total consideration of [REDACTED] [REDACTED] **Only**).

Further, I paid a sum of [REDACTED] [REDACTED]) in part payment of the total consideration amount in the bank Account of the M/s [REDACTED] [REDACTED] [REDACTED] and they provisionally allotted the above mentioned Residential Flat and issued an Allotment Letter to me and further undertakes and warrants to complete the construction within the stipulated time period the date of letter of Allotment and handover the possession of the above mentioned unit/flat to me in terms of Allotment letter against the balance payment.

3. That in terms of the allotment letter, Agreement for Sale was executed between M/s [REDACTED]. Through its Directors / Authorized Signatories (Accused) and me at Noida and further, I approached the [REDACTED] [REDACTED] [REDACTED] **ce & India Infoline Finance Limited** as recommended by the officials of the M/s GAURSONS REALRECH PVT. LTD. for providing finance facility and on the basis of documents produced by me. That after lots of efforts from the both sides, both the Financers failed to sanctioned the loan facility and in pursuant to that I opted for the cancellation of the said Unit and refund of the money.
4. That in view of the cancellation of the above mentioned Unit, I issued a letter dated 20.07.2019 to M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) and informed them about the cancellation of the said unit on the grounds that both

the Finance Company failed to sanction the loan and also asked for the refund. That M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused), acknowledged the said genuine request raised by me and after due consideration, undertaking was duly signed between M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) and me, in which it is clearly mentioned that "Deponent has already applied for the cancellation of the Booking /allotment vide application dated 20.07.2019 and further, the refundable amount in respect of the above mentioned flat has been finally settled between the deponent and M/s Gaur sons Realtech Pvt Ltd". The Refundable amount in respect of the Flat /Shop No. S -7152 of INR 173600/- and there will be no claim of the deponent towards the said property. Further, the deponent has provided the details of his Bank Account 1087100002316 for the purpose of depositing the refundable amount by way of RTGS.

- 5.** That after the execution of the said abovementioned Undertaking, I sent several mail, letters, intimation to M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) but they again failed to refund the said money in my Account till date. That it is pertinent to mention here that M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) not only breached the terms and conditions mentioned in the Allotment letter, Agreement for sale but also breached the terms of Undertaking, where both the parties mutually agreed on the above said conditions.
- 6.** That from the date of execution of the said undertaking, I contacted M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) for the status of refund and M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) through its officials assured me that the refund will done soon but all went in vain. Further, I sent several reminder and taken several follow up but you M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused) never responded to the genuine request of mine.

7. That in view of the abovementioned facts and circumstances and protect myself from the further financial losses, and further in pursuant to the Agreed terms and conditions of Undertaking I am constrained to file the present complaint for the refund on the ground of Breach of trust and Contract.
8. That from all the above mentioned wrongful acts committed by the M/s GAURSONS REALRECH PVT. LTD. Through its Directors / Authorized Signatories (Accused), it very clear that, they have committed an offense of Criminal breach of trust and contract (by violating the terms and conditions mutually decided), threatening for dare consequences, unfair trade practice, etc, under different provisions of the IPC, 1860 and other laws and the same needs to be investigated by the police so as to reach the truth of the matter and by which I can get justice and appropriate damages and compensation.
9. Under this Circumstances, the Complainant Prays for legal action against the Accused.
 - a. Register the present complaint and Lodge a FIR.
 - b. Take cognizance of the offence.

YOGESH TRIPATHI
COMPLAINANT

Copy to : ACP & DCP.