

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 : 2/21/2019

Date of receipt by post : _____

Complaint No. : COM000041

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between
Abhishek Grover Complainant(s)
And
M/s. Sumita Construction Pvt. Ltd. an associates companies of brand
Team Taurus Respondent(s)

Details of claim :

- Particulars of the complainant(s) :
 - Name of the complainant : Abhishek Grover
 - Address of the existing office / residence of the complainant :
 - Address of the service of all notice : 2, Sevak Baidhya Street, Bliss, 1st Floor, Kolkata - 700029
- Particulars of the respondents:
 - Name(s) of the respondent : M/s. Sumita Construction Pvt. Ltd. an associates companies of brand Team Taurus
 - Office address of the respondent : Nepalgunj Road Daulatpur Opp CINI 2 ,South 24-Parganas,Bishnupur - I Bishnupur,West Bengal,700104
 - Address for service of all notices : 51, Suite No. 610, 6th floor, Merlin Infinity, DN 51, Salt Lake, Bypass , DN Block, Sector 5, Salt Lake City, Kolkata - 700091
- Jurisdiction of the Authority : South 24 Parganas
- The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

Facts of the case is as follows-;

 - That the Complainant on receiving a phone call from an executive of Team Taurus about a project namely "The County", which was supposed to be developed by Team Taurus in association with Disney having Disney Theme and gave the Complainant a Brochure of the Project (Annexure A);
 - That Complainant being convinced had booked the Said Flat by making a payment of Rs. 2,06,180/- as an advance out of the total consideration of Rs. 19,17,490/- (Annexure B);
 - On 16.03.2013, the Complainant entered into a MoU with the M/s. Soumita Construction Pvt Ltd (Said Developer) for purchasing a Flat being No. 6C, 6th Floor, Tower 08, Phase 1, in the Project "The County" located within Mouza Daulatpur, Joka, Pailan, South 24 Parganas (Said Flat) (Annexure C);
 - That the Complainant, subsequently on 11.03.2013 & 17.01.2014, paid sum of Rs. 6,04,365/- & Rs. 1,33,316/- respectively in favour of the Said Developer and received receipt thereof; (Annexure D);
 - That on 18.09.2014, an allocation letter was issued in respect of the Said Flat (Annexure E);
 - That on 25.01.2016, the Complainant entered into a Flat Sale Agreement in between M/s Fairland Development India Ltd. and Anr, Said Developer, for purchasing the Said Flat and a Car Park within the Project "The County" located within Mouza Daulatpur, Joka, Pailan, South 24 Parganas (Said Flat and Appurtenances) for a Total Price of Rs. 19,17,490/- (Said Agreement) on the term and conditions mentioned therein (Annexure F);

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7. That total sum of Rs. 9, 43, 861/- has already paid by the Complainant in favour of the Said Developer which is the associate company of brand Team Taurus;
8. That as per the terms of the Said Agreement the Said Flat and Appurtenances was to be delivered to me within 42 months from the date of commencement of the Project i.e "The County"
9. That Complainant has not yet received the possession of the Said Flat and Appurtenances;
The detail Statement of Facts is attached

(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) :
Prayer

1. Praying for delivery of possession of the Said Flat and Appurtenances along with all amenities and facilities as mentioned in the Brochure, immediately;
Or
2. Praying for Refund of Rs. 9, 43, 861/- (Rupees nine lac forty three thousand eight hundred and sixty one) by the Said Developer;
3. Praying for compound interest @ 2% per month (compoundable monthly) from the date of payment made by the Complainant till the date of refund;
4. Praying for damages of Rs. 10,00,000/- (Rupees Ten lac) for the mental agony suffered by the Complainant due to non-receiving of the Said Flat and Appurtenances.

(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:
As the Learned Authority deems fit.

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:
No such complain is pending.

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).

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)

Annexure A Brochure 1

Annexure A Brochure 2

Annexure B Money Receipt 1

Annexure C MOU

Annexure D Money Receipt 2

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Annexure D Money Receipt 3

Annexure E Allocation Letter, 18.09.14

Annexure E FSA

Complaint (Statements of Fact)

Verification

I **Abhishek Grover** son / daughter of **Late Sukhinder Pal Singh Grover** 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 : *Kolkata*

Date : *2/2/19.*

*Abhishek
G.S.*

Signature of the applicant(s)