

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 : 9/15/2020

Date of receipt by post : _____

Complaint No. : COM000497

Signature : _____

Authorized Officer : _____

IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE

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

Between

MODASSIR JAWAID Complainant(s)

And

CANCUN CONSTRUCTIONS Respondent(s)

Details of claim :

1. Particulars of the complainant(s) :

- (i) Name of the complainant : MODASSIR JAWAID
- (ii) Address of the existing office / residence of the complainant : Greenfield City Block No.24, Flat No.9A, E3-398, Joth Shibrapur Road,, South 24-Parganas, Thakurpukur Mahestola, Mahestola, 700141
- (iii) Address of the service of all notice : "GREENFIELD CITY" Block No.24, Flat No.9A, E3-398, Joth Shibrapur Road, Post Office & Police Station: Maheshtala, Kolkata- 700 141

2. Particulars of the respondents:

- (i) Name(s) of the respondent : CANCUN CONSTRUCTIONS
- (ii) Office address of the respondent : Salua Roy Para, Post Office: R. Gopalpur, Police Station: Airport, Kolkata-700 136, District 24 Parganas (North), West Bengal
- (iii) Address for service of all notices : 1. DEVELOPER
Concun Constructions of PS IXL Building, Rajarhat, Chinar Park, New Town Road, Unit No.505, 5th Floor, Kolkata-700136, West Bengal.

2. CONSTITUENT ATTORNEY OF LAND OWNER/VENDOR

Sri.Debasis Biswas of Salua Roy Para, Post Office: R. Gopalpur, Police Station: Airport, Kolkata – 700 136

3. REAL ESTATE MARKETING AGENT

Bon Marque Pvt.Ltd. of North Building, Astra Tower, Room No.706, 7th Floor, Action Area – IIC, Police Station: Rajarhat, Major Arterial Road (North Extension) Kolkata-700 135

3. Jurisdiction of the Authority : WEST BENGAL

4. The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority. Facts of the case:

That, in the first week of March 2019, upon curiosity the Complainant has suddenly decided to drop in the said property while passing through the spot to see the progress of the work as promised by the Respondent No.1 and 3. Accordingly the Complainant visited the property against which an Agreement for Sale was executed just before three months. Soon after visit, the Complainant was very astonished with mental shock to see that someone is residing in the same flat which is fully furnished with interior work. On cross checking by the Complainant, the neighbours of the building i.e. "Klinton Tower" confirmed, the said flat has been occupied since last two months by those people and they living with due permission of the Respondent No.1. Being spellbound and flabbergasted the Complainant immediately called the Respondent No.1, 2 and 3 from the site and confronted about the possibility of somebody's occupation in the same flat for which the Respondent No.1 and 2 has already signed an Agreement for Sale just three months back i.e. on 01.12.2018 and Respondent No.3 taken Service Charge just five months back

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i.e. on 13.10.2018. After few days during meeting the Respondent No.1, 2 and 3 told the Complainant, there is a legal tussle going on due to some payment related issues which will be resolved but may take some time. The Complainant being cheated by the Respondent No.1, 2 and 3, asked them to return the Service Charge + Booking Money of Rs.(1,00,000.00 + 4,00,000.00) = Rs.5,00,000.00 with immediate effect. In turn the Respondent No.3 proposed via email dated: 13.03.2019 to shift the booking in their other project namely "Orange Nest". In reply, the Complainant via email dated: 23.04.2019 clearly refused the shifting proposal and demanded the entire Booking Money and Service Charges back. That, on 14.11.2019 and 18.01.2020 the Complainant received Return Memo Report of Cheques with a remark Insufficient Fund and till date not received any amount.

(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) :

- a) An order for immediate Refund of the Booking amount for Rs.4,00,000.00 plus Interest;
- b) An order for immediate Refund of Service Charge amount of Rs.1,00,000.00 plus Interest;
- c) An order for Compensation of Rs.5,00,000.00;
- d) An order for exemplary Punishment;
- e) An order directing the Respondents to certify and forthwith transmit all the relevant records to the Hon'ble Authority;
- f) An order awarding cost of and/or incidental to this Petition/Complaint against the Respondents;
- g) Such other order or orders as the Hon'ble Authority may deem fit and proper.

(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:

- a) An order for immediate Refund of the Booking amount for Rs.4,00,000.00.
- b) An order for immediate Refund of Service Charge amount of Rs.1,00,000.00.

Pending final decision on the complaint the complainant seeks issue of the following interim order:

- a) An order for immediate Refund of the Booking amount for Rs.4,00,000.00 plus Interest;
- b) An order for immediate Refund of Service Charge amount of Rs.1,00,000.00 plus Interest;
- c) An order for Compensation of Rs.5,00,000.00;
- d) An order for exemplary Punishment;
- e) An order directing the Respondents to certify and forthwith transmit all the relevant records to the Hon'ble Authority;
- f) An order awarding cost of and/or incidental to this Petition/Complaint against the Respondents;
- g) Such other order or orders as the Hon'ble Authority may deem fit and proper.

(Give here the nature of the interim order prayed for with reasons)

7. Complainant not pending with any other court, etc:

FOR THAT, your Complainant states that your Complainant has not moved any application either before the Hon'ble West Bengal Housing Industry Regularity Authority or any other Court on the self-same fact and/or cause of action which is the subject-matter of the present complaint.

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)

AGREEMENT FOR SALE

ALL OTHER RELATED DOCUMENTS

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COMPLAINT/PETITION

EMAIL REQUEST TO REAL ESTATE MARKETING AGENT FOR REFUND OF SERVICE CHARGES

PAN OF THE DEVELOPER

SHIFTING PROPOSAL BY THE REAL ESTATE MARKETING AGENT TO THE COMPLAINANT WHICH
COMPLAINANT DECLINED AND REQUESTED FOR REFUND OF SERVICE CHARGE & BOOKING ADVANCE

WBHIRA REGISTRATION CERTIFICATE OF OTHER PROJECT FOR THE SAME BUILDER/DEVELOPER

Verification

I **MODASSIR JAWAID** son / daughter of **Late Jawaid Yusuf** 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 :

Modassir Jawaid

Signature of the applicant(s)