

**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 : 11/12/2019

Date of receipt by post : \_\_\_\_\_

Complaint No. : COM000177

Signature : \_\_\_\_\_

Authorized Officer : \_\_\_\_\_

**IN THE HOUSING INDUSTRY REGULATORY AUTHORITIES OFFICE**

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

Between

MICROSEC RESOURCES PRIVATE LIMITED                      Complainant(s)

And

KEVENTER PROJECTS LIMITED (FORMERLY METRO HEIGHTS  
PRIVATE LIMITED)                      Respondent(s)

**Details of claim :**

1. Particulars of the complainant(s) :

(i) Name of the complainant : MICROSEC RESOURCES PRIVATE LIMITED

(ii) Address of the existing office / residence of the complainant :

(iii) Address of the service of all notice : MICROSEC RESOURCES PRIVATE LIMITED  
AZIMGANJ HOUSE, 2ND FLOOR, 7 CAMAC STREET, KOLKATA - 700017

2. Particulars of the respondents:

(i) Name(s) of the respondent : KEVENTER PROJECTS LIMITED (FORMERLY METRO HEIGHTS  
PRIVATE LIMITED)

(ii) Office address of the respondent : 34/1 D.H. ROAD, KOLKATA 700027

(iii) Address for service of all notices : KEVENTER PROJECTS LIMITED (FORMERLY METRO HEIGHTS  
PRIVATE LIMITED)  
34/1 D.H. ROAD, KOLKATA -700027

3. Jurisdiction of the Authority : KOLKATA

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

The COMPLAINANT has booked five flat bearing no. 7A, 8A, 9A, 10A and 11A, respectively at Tower A at "KEVENTER'S RISHRA" which is an Integrated Housing Complex Project includes the facilities like hospitality training centres, diploma courses, call center training , big city shopping experience to match local pockets, low-cost multiplex facilities , premium club etc. community centre and world-class yet affordable medical facilities which is the essence of the contracts for a consideration amount as mentioned in the AGREEMENTS FOR SALE dated 25th July, 2011 and had assured to construct, make inhabitable and deliver possession within a period of 36 months from the date of execution of the Agreements for Sale but the RESPONDENT failed to keep their promise to construct and deliver the same within a period of 36 months from the date of execution of the AGREEMENTS FOR SALE. The COMPLAINANT has made payments from time to time to the RESPONDENTS for purchase of the aforesaid flats and have completed payments of almost 90% of the consideration amount as mentioned in the AGREEMENTS FOR SALE of the said Flats. The RESPONDENTS after 44 months from the date of execution of the said AGREEMENTS FOR SALE intimated the COMPLAINANT to take possession of the above-mentioned flats without provide the COMPLETION CERTIFICATE and the OCCUPANCY CERTIFICATE issued by the Rishra Municipality of the Integrated Housing Complex Project inclusive of the facilities herein above stated even the RESPONDENT failed to register itself under West Bengal Housing Industry Regulation Act, 2017

The RESPONDENTS even after repeated reminders from the COMPLAINANT neglected to take steps. The

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COMPLAINANT by letters dated 5th January, 2017 demanded refund of the consideration amount paid by the COMPLAINANT along with interest and opportunity cost from the RESPONDENTS for non-performance and breach of Terms of the AGREEMENTS FOR SALE dated 25th July, 2011, but the RESPONDENTS failed to make any refund.

(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) That the Respondents be directed to pay the Complainant, the consideration amount paid by the Complainant, i.e., Rs. 1,22,11,098/- (Rupees One Crore Twenty Two Lakhs Eleven Thousand Ninety Eight Only) along with interest @ 15% compounding yearly.

b) That the Respondents be directed to pay the Complainant, compensation for monetary loss and mental agony for a sum of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) and also a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) toward legal expense.

c) That the Respondents be directed to register the Integrated Housing Complex Project inclusive of the facilities herein above stated as per the provisions of West Bengal Housing Industry Regulation Act, 2017.

(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:

That the Respondents be directed to deposit with the West Bengal Housing Development Authority, the total consideration amount paid by the Complainant for purchase of the Flat Nos.– 7A, 8A, 9A, 10A and 11A respectively at Tower–A of the Project – Keventer's Rishra situated at 17/8/1, Dinen Bhattacharjee Sarani, Circle No – C/1, Ward No – 16, P.S. – Rishra, Mouza – Rishra, District – Hoogly, West Bengal – 712250, and the Complainant will face serious inconvenience if no interim order is passed and any delay in granting the interim order will defeat the ends of justice.

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

That the Respondents be directed to deposit with the West Bengal Housing Development Authority, the total consideration amount paid by the Complainant for purchase of the Flat Nos.– 7A, 8A, 9A, 10A and 11A respectively at Tower–A of the Project – Keventer's Rishra situated at 17/8/1, Dinen Bhattacharjee Sarani, Circle No – C/1, Ward No – 16, P.S. – Rishra, Mouza – Rishra, District – Hoogly, West Bengal – 712250, and the Complainant will face serious inconvenience if no interim order is passed and any delay in granting the interim order will defeat the ends of justice.

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

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

That the Complainant further declare that the matter regarding which the complaint has been made is not pending before any Court of Law or any authority or any tribunal.

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\_Invitation card and Brochure

Annexure B\_Agreement\_For\_Sale\_Flat10A\_10th Floor

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Annexure B\_Agreement\_For\_Sale\_Flat11A\_11th Floor

Annexure B\_Agreement\_For\_Sale\_Flat7A\_7th Floor

Annexure B\_Agreement\_For\_Sale\_Flat8A\_8th Floor

Annexure B\_Agreement\_For\_Sale\_Flat9A\_9th Floor

Annexure C\_Payment Receipt\_1

Annexure C\_Payment Receipt\_2

Annexure D\_Complainant Letter dated05012017

Annexure E\_Complainant Letterdated\_10082019\_1

Annexure E\_Complainant Letterdated\_10082019\_2

Annexure E\_Complainant Letterdated\_10082019\_3

Annexure F\_Respondent Letterdated\_19082019

COPY OF PETITION

**Verification**

I **MICROSEC RESOURCES PRIVATE LIMITED** son / daughter of **NA** 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 : *12/11/2019*

Microsec Resources Private Limite.  
*Rajesh K. Maw*  
Director / Authorised Signatory

**Signature of the applicant(s)**