

Facts of the case is as follows-;

1. 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 me a Brochure of the Project (marked as **Annexure A**), became interested and eager to purchase a Flat therein;
2. That on some date prior to the execution of the below mentioned MoU, one of the representative of the Said Team Taurus showed Complainant the proposed Project Site and I found that there was a vacant piece of land having a sign board carrying name Fairland Development Private Limited and narrated about the dream Project to us to be develop by Team Taurus;
3. That Complainant being convinced had booked a Flat being No. 6C, 6th Floor, Tower 8, having Super built up area of 1023 (one thousand and twenty three) square feet lying and situate within Project “The County” comprised in RS/LR Dag No. 785, 786 & 790 of Mouza Daulatpur recorded in LR Khatian No. 2698, JL No. 79, Nepalgaunj Road within the jurisdiction of Kulerdari Gram Panchayet, Police Station Bishnupur, District South 24 Parganas (hereinafter referred as Said Flat) by making a payment of Rs. 2,06,180/- as an advance out of the total consideration of Rs. 19,17,490/- (Rupees nineteen lac seventeen thousand four hundred and ninety only) by a cheque vide No. 083977 dated 22.02.2013 drawn on Federal Bank, Ballygaunj Branch, Kolkata. (marked as **Annexure B**);
4. On 16.03.2013, the Complainant being interested, had entered into an MoU with the M/s. Soumita Construction Private Limited, a private limited company registered under the Companies Act, 1956, having it office at Nirla Apartments, Ground Floor, Rajarhat Road, Kolkata -700157, Police Station Rajarhat presently located at 51, Suit No.610, 6th Floor, Merlin Infinity, DN-51, Salt Lake, Bypass, DN Block, Sector –V, Salt Lake City, Kolkata -700091, West Bengal (Said Developer)for purchasing the Said Flat; (marked as **Annexure C**);
5. That the Complainant, subsequently on 11.03.2013 & 17.01.2014 vide Cheque Nos. 544348 and 020133, drawn on Federal Bank, Ballygaunj Branch, Kolkata Andhra Bank, Ballygaunj Branch, Kolkata, paid sum of Rs. 6,04, 365/- & Rs. 1,33,316/- as Second & Third Instalment respectively in favour of the Said Developer and received receipt thereof; (marked as **Annexure D**);
6. That on 18.09.2014, M/s. Soumita Construction Private Limited, issued a Letter of Allocation of the Said Flat being No. 6C, 6th Floor, Tower 8, in Phase 1, in the Project “The County”. In favour of the Complainant (Marked **Annexure E**).
7. That on 25.01.2016, the Complainant entered into a Flat Sale Agreement in between M/s Fairland Development India Limited previously known as Fairland Development Private Limited, having its registered office at 47, Park Street, Suit No. 9A, 1st Floor, Kolkata 700016 and Zeba Parvin wife of Rizawan Uz Zaman Nadaf, a resident of Village Gharia Lichak, Post Office & Police Station Kaliachak, District Malda, PIN 732201, as owner and M/s. Soumita Construction Private Limited, a private limited company registered under the Companies Act,

1956, having its office at Nirla Apartments, Ground Floor, Rajarhat Road, Kolkata -700157, Police Station Rajarhat presently located at 51, Suit No.610, 6th Floor, Merlin Infinity, DN-51, Salt Lake, Bypass, DN Block, Sector –V, Salt Lake City, Kolkata -700091, West Bengal as Developer and the Complainant, for purchasing a Flat measuring about 1023 Sq ft super Built-up area being No. 6C, 6th Floor, Tower 08, Phase 1 together with a Car Park located at Mouza Daulatpur, Joka, Pailan, South 24 Parganas in the Project “The County” (Said Flat and Appurtenances) for a Total Price of Rs. 19,17,490/- (Rupees nineteen lac seventeen thousand four hundred and ninety only) (Said Agreement) on the terms and conditions mentioned therein; (marked as **Annexure E**);

8. That total sum of Rs. 9, 43, 861/- (Rupees nine lac forty three thousand eight hundred and sixty one) has already been paid by me in favour of M/s. Soumita Construction Private Limited which is the associate company of brand Team Taurus;
9. That as per the terms of the Said Agreement, the Said Flat and Appurtenances was supposed to be delivered and handed over to the Complainant within 42 months from the date of commencement of the Project i.e “The County”
10. That Complainant made several communications over telephone and emails to the office of Team Taurus to hand over the Said Flat and Appurtenances but neither the Said Team Taurus nor the Said Developer have responded to us and till date the Complainant has not received the possession of the Said Flat and Appurtenances;
11. That Complainant visited the Project Site on several occasions to observe the development of his Flat & Appurtenances but did not find any development thereon and finally on 01.02.2019 when complainant visited the Said Project site found that the land on which Tower 8 was to be constructed has been lying barren;
12. That Complainant is totally disappointed and become helpless as Flat and Appurtenances has not been handed to him and neither there is no such development of their Flat and Appurtenances.