

- A) The complainants have plan to purchase a two storied bungalow named Dopati (G+1) unit no 203 admeasuring nearly 1344 sq ft having constructed area about 907 sq ft in the land of Mouza –Khanzanpur JL no-35 within PS- PanruiDtBirbhum ADSR office at Bolpur which was as per the advertisement made by Amitava samanta director of India Green Realty Ltd in their website
- B) Being allured we have booked one bungalow namely MOHOR unit no 80 and paid Rs 7,09,000/(Rupees seven lacs nine thousand only) by 4 chq on SBI and an agreement was made on 20-02-16 with an assurance the project will be complete within 24 months,
- C) Respondent unable to honour the said agreement and offered us another project namely DOPATI unit no203 for total consideration of Rs 26,10,000/- and adjusting the earnest money of Rs 7,09,000/- vide new agreement dated 23-12-2018 by cancelling the previous agreement.
- D) In the year 2019 complainant visited the site and shocked to observe that there was no sign any development in the project as agreed upon , and made dispute with respondent and demanded the earnest money of Rs 7,09,000/- . Respondent prepared a deed of cancellation dated 07-09-2019 and handed over to us 4 cheques drawn on BOB Kasba branch we have deposited all the cheques at SBI lake town branch and returned unpaid.
- E) After that we have served a notice through our advocate vide letter dated 05-02-20 that whether the project was registered under HIRA and the developer obtained any HIRA license for the disputed project but no reply was given .
- (F) The complainants crave leave to produce further documents /information /evidence at the time of hearing. .