

Cancun Constructions Adopted Unfair Trade Practice. The address of the project is "SUNPLAZA" Phase I, at Salua Bazar, P.O. R.Gopalpur, District — North 24 Parganas. Cancun constructions expressed their desire to sell the newly constructed and fully residential flat measuring about 1300 sq.ft. super-built-up area on the fifth floor being Flat No. 'A' along with a car parking space at "SUNPLAZA" Phase-I, at Salua Bazar, District — North 24 Parganas to us through their broking house.

Directors of Cancun Constructions Private Limited are Debasis Biswas and Subhash Kumar Mukherjee. Cancun Constructions Private Limited's Corporate Identification Number is (CIN) U70100WB2017PTC222742 and its registration number is 222742.

Mr. Debasis Biswas one of the  
 partners of M/s. Cancun  
 Constructions residing at Bajetaraaf,  
 P.O. Sikharpur, P.S. Rajarhat,

District North 24 Parganas, Pin 743232 Code - .

That finally the negotiated total price was fixed at Rs.44,60,000/- (Rupees forty four lakh sixty thousand) only out in connection with the Schedule below flat / unit of which a total sum of Rs.12,46,000/- was paid by us to Cancun constructions. The details of which runs as follows:

Sl.No.	Modes of Transaction	Date	Amount
(a)	Cheque No.211060 Drawn on	27.03.18	Rs.1,00,000.00
(b)	Cheque No.21 1062 Drawn on	20.04.18	Rs.30,000.00
(c)	Cheque No.211061 Drawn	30.04.18	Rs.3,16,000.00
(d)	NEFT on	29.05.18	Rs.2,00,000.00
(e)	RTGS	05.1 1.18	Rs.6,00,000.00 -
		Total	Rs.12,46,000.00

Please find the attached Photocopy for reference.

Under this circumstances we and Cancun Constructions

entered into a written Agreement for Sale on 5th September, 2018,

The Construction company declined to register it due to one after another excuse. Also they gave excuses.

The Photocopy Of "Agreement for Sale" dated 05.09.18 is attached.

Cancun Construction took out a lumpsum amount from us for their monetary benefit and also took advantage of our innocence. My father is a retired government official and he is sustaining on his daily pensions and that too in a rented property which is actually becoming difficult for them to stay and sustain as days are passing.

they further received a lump sum of Rs.6,00,000/- through RTGS from us as per their demand and they utilized the total amount of Rs.12,46,000/- (Rupees twelve lakh forty six thousand) only for their monetary benefits.

That after execution of the said agreement for Sale the developers (Cancun Constructions) since in the month of October, 2018 avoided us for physical verification of the said schedule below flat or unit due to one after another excuse. The developers and Debasis Biswas also started non — cooperation with us as a result of we failed to arrange the bank loan and the they did not allow the bank authority to verify the schedule below flat.

On 5 th January 2019 the we personally visited the schedule below flat and surprisingly found that the third party are using the said schedule below flat for their own residential purpose. We immediately rushed before the developers and Debasis Biswas but he refused to contact with us. That finding no other alternatives we informed the aforesaid matter on 9 th January, 2019 before the consumer affairs department and also informed the inspector-in-charge, Airport Police Station on 12 th January, 2019. The police

authority assured us to take necessary actions against the the developers and the director.

The Photocopy of the complain letter dated 9.1.2019 is attached for reference.

The Photocopy of the complain letter dated 12.1.2019 addressed to I.c. Airport P.S. is attached for reference.

That is middle of January 2019 the developers (Cancun Construction) suddenly made a proposal to the complainants to refund

back their entire deposited amount to them and the developers also verbally prayed an unconditional apology from us due to violation of the

aforesaid "agreement for Sale". The construction firm/developers(Cancun) also admitted that they failed to provide the schedule below

flat in new condition due to their own fault but he assured to refund back the entire money with compensation to the complainants.

We also agreed to negotiate the aforesaid dispute with the developers (Cancun Construction) and the brokerage firm also assured to refund back the brokage amount to us but no cancellation agreement was sign in .

in the mean-while on I March, 2019 the Construction company the director Debasis Biswas paid a sum of Rs.3,00,000/- (Rupees three lakh) to one Mr. Dilip Kumar Bhattacharya(Father) through RTGS in his baük account and assured to refund back the entire amount within a very short period, but since then the they failed to keep their own promises and finally we were compelled to refer the dispute before the

"Central Consumer Grievance Redressal Cell" consumer Affairs department, Khadya Bhawan complex and finally the aforesaid department asked the complainants to take legal steps against the developers(Cancun Constructions) before the Hon' ble State Consumer Disputes Redressal Commission for adjudication on 13.06.2019.

The Photocopy of the minutes of meeting held on

13.06.2019 and letter dated 24.6.2019 and letter dated 2 nd July, 2019 are attached.

We paid a total sum of Rs.13,76,000/(Rupees thirteen lakh seventy six thousand) only to the Opposite parties and we did not sign any cancellation agreement in connection with the schedule flat and as such it is clear from the facts that the "agreement for Sale" by and between the parties are till existing.

That the cause of action has finally arisen on 13 th June, 2019 when the consumer Affairs department failed to adjudicate the disputes and is still continuing.

The value of the flat is Rs.44,60,000/- (Rupees forty four lakh sixty thousand) only thus the total value of compensation that is prayed for and the value of the goods are within the pecuniary limits of this District Forum.

We suffered a tremendous loss and damages due to the aforesaid deficiency in service on the part of the opposite parties. Moreover the valid claim which was promised was not settled finally since 13.06.2019 in-spite of request on the part of when we constantly ran from pillar to post and

suffered immense harassment at the hands of the opposite parties entitling us to special damages. We are entitled to the adequate relief as per provision of the Consumer Protection Act, 1986.

We state that the unscrupulous builder who after taking lump sum amount from the total purchase consideration of the flat, do not perform its /theirs part of obligations should not be spared and they intentionally handed over the schedule below flat to the third party for residential purpose without the consent of us.

We demand a heavy compensation along with the agreed refundable amount i.e. Rs.13,76,000 to be refunded together with banking interest in case of unfair trade by builders (Cancun Constructions) and their broking house.

We have also lodged a formal complaint with the national consumer forum India and they have sent a reminder email and also I have sent a reminder email to the construction company but they didn't respond to my email and to the authority as well. The grievance number is : 1669342. Please also find the attached screenshot for reference.