

Dated 6th, December 2019

To,
Mr. Aditya Rohatgi, VP Sales & Shristi Management,
Mr. Ashvinder Bharj, Exec VP, Sales and Marketing,
Mr. Shobhit Gupta, VP Finance and Accounts,
Shristi Housing Development Private Limited,
THE - V Privileged Living office
WESTIN V,
Plot No CBD/2, Action Area II,
New Town, Kolkata - 700156

Subject:

Immediate Refund of full amount paid plus interest for apartment number 3C/1, due to over four and a half years (4½) years of delay of 'THE - V Privileged Living' project.

Dear Sir,

Kindly **immediately refund us the full amount paid plus 18% (eighteen percent) compound interest** from the date of promised delivery April, 2015, till date, for apartment number 3C/1 in Wing C, on 3rd Floor at 'THE - V' Privileged Living, Westin V, Address: Plot No CBD/2, Action Area II, New Town, Rajarhat, Kolkata 700156.

1. As per terms and conditions, the apartment was supposed to be delivered in the 2nd quarter of 2015 or April 2015. You have failed to deliver the apartment within one year of delivery date. **It's now been more than 4½ (Four and a half) years since the promised delivery date.**
2. As a result of this, our priorities have changed and we want an immediate refund of the full amount with 18% compound interest for a period of 56 months (from April 2015 - Dec 2019).
3. **On 25th September, 2019**, we had a meeting in person with you, Mr. Ashvinder Bharj, Executive VP, Sales and Marketing and Mr. Shobhit Gupta VP Finance and accounts in Westin Rajarhat, Kolkata, where we asked you to refund our money with interest in accordance with NCDRC and WBHIRA rules. You agreed to refund the same within 2 weeks.
4. **On 9th October, 2019, 21st October, 2019, 4th November, 2019, 14th November, 2019 and 22nd November**, I reminded you via WhatsApp to make the payments. No payments were made.
5. **On 21st November, 2019**, I sent Mr. Shobhit Gupta, Mr. Ashvinder Bharj and you an email requesting payment.
6. **On 26th November, 2019**, I sent the 2nd reminder email to Mr. Shobhit Gupta, Mr. Ashvinder Bharj and you, requesting payment.
7. **On 28th November, 2019**, I send a 3rd reminder email to Mr. Shobhit Gupta, Mr. Ashvinder Bharj and you, requesting payment.
8. **On 2nd December, 2019**, we again met you in person along with Mr Ashvinder Bharj, Executive VP, Sales and Marketing and Mr. Shobhit Gupta VP Finance and accounts in Westin Rajarhat, Kolkata, where we stressed on our request for refund of our money with interest in accordance with NCDRC and WBHIRA rules.

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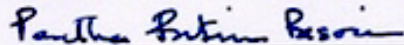
From the above it can be clearly seen that we have made all reasonable efforts to get our money back with interest as per law, from you. You on the other hand have not complied or paid and have failed to follow the law of the land. Due to the huge delay in the project our fully prepaid cash has been stuck for a long time, so our priorities have changed, **we do not want the apartment anymore and we want the refund and interest as per NCDRC rules.**

As per NCDRC ruling, the only recourse available to you is to pay us **2,57,52,683/-** (Two core, fifty seven lacs, fifty two thousand, six hundred and eighty three rupees only) of which **1,11,87,270/-** (One crore, eleven lacs, eighty seven thousand, two hundred and seventy rupees only) is the principal amount that has been paid to you and **1,45,65,413/-** (One crore, forty five lacs, sixty five thousand, four hundred and thirteen rupees only) which is **18%** yearly interest (eighteen percent) compounded monthly for a period of 56 months (from April 2015 – Dec 2019) which is the default period. (Principal payments amounts, TDS and dates are in annexure 1.)

Please respond within 7 (seven) days and inform us when and from where we can collect the cheque. **If you fail to pay within 7 days, we will be forced to take legal action to enforce you to pay the principal and interest and also our legal costs and an additional penalty for causing pain and suffering to us by willfully violating the law and not paying us when we asked for the payment.**

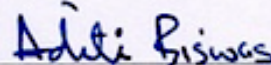
Thanking you,

Yours sincerely,



(Mr. Partha Pratim Biswas)

Flat No: 8-SB, Manikam Apartments,
3B, Ram Mohan Mullick Garden Lane
Kolkata – 700010
Mobile: 9748123311



(Mrs. Aditi Biswas)

Annexure 1

| Date of Payment | Amount in Rupees | Comments |
|-------------------|----------------------|-----------------------|
| 18-07-2013 | 15,00,000/- | PAYMENT BY CHEQUE |
| 15-01-2014 | 15,00,000/- | PAYMENT BY CHEQUE |
| 26-02-2014 | 40,00,000/- | PAYMENT BY CHEQUE |
| 06-06-2014 | 15,37,603/- | PAYMENT BY CHEQUE |
| 27-10-2014 | 12,19,681/- | PAYMENT BY CHEQUE |
| 04-12-2014 | 12,19,681/- | PAYMENT BY CHEQUE |
| 01-09-2014 | 83,125/- | TDS PAYMENT AB2526171 |
| 01-09-2014 | 1,03,070/- | TDS PAYMENT AB2526171 |
| 01-09-2014 | 120/- | TDS PAYMENT AB4506714 |
| 08-12-2014 | 11,875/- | TDS PAYMENT AB4506714 |
| 11-11-2014 | 11,875/- | TDS PAYMENT AB3929811 |
| 11-11-2014 | 240/- | TDS PAYMENT AB3929812 |
| TOTAL PAID | 1,11,87,270/- | |

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Copy to:

The management of Shristi Housing Development Private Limited,

Registered Office

Plot No. X-1, 2 & 3, Block – EP, Sector – V
Salt Lake City, Kolkata – 700091

V Privileged Living site office

WESTIN V,
Plot No CBD/2, Action Area II,
New Town, Kolkata – 700156

Sales office

Regus Business Center,
Level 6, Wing A,
Constantia Building
11, Dr UN Brahmachari Road,
Kolkata – 700017

Corporate Office

D-2, 5th Floor, Southern Park,
Saket Place, Saket,
New Delhi, 110017