

Send - [unclear]
Oscar - [unclear]
4, Old Post Office Street
Ground Floor, Room No. 20
Kolkata - 700 026

Old Post Office Pk, East
11, Anandabai Saboo Road
11th floor
Kolkata - 700 026

September 27, 2014

Dear Sir,

My Client - Mr. Suman Prasad and Mr. Anjan Kumar
Patel, 1, Anandabai Saboo Road, 11th floor, Pk,
11, Kolkata - 700 026

Re: Flat owned by SURESH, DEVI, RAJAN
Mishra, P. S. Indira Nagar Complex, Sector 9,
14, Dwarka, New - 700 026

With reference to my clients I give you notice as hereunder appearing:

By my client's letter dated 24.04.2014 you offered the above said flat having carpet area of 1471 sq. ft. with private garden of 478 sq. ft. herewith and one car parking space (herewith collectively referred to as the "said flat") in favour of my clients under Customer Code LV/384 and agreed to sell and transfer the same in favour of my clients at the consideration of Rs. 87,00,000. In terms of the said letter of allotment, the allotment of the said flat was subject to the terms contained in the standard agreement for sale prepared by your Advocate previously the one entered in clause 9.8 of the said standard agreement.

After the West Bengal Housing Industry Regulation Act 2011 (WBHA) came into effect, you got the above project registered under the said Act but failed and neglected to execute and register the Agreement for Sale with my clients which was required even before the said Act.

In terms of the Clause 9.1 of the standard agreement you promised to complete the said flat agreed to be sold to my clients within 31st December 2017. As per demands made by you from time to time my clients have so far paid to you a sum of Rs. 15,00,000/- against the said amount of agreed sale consideration. However, till now you have not completed the said flat

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and have been making false representations as to the date when you would be giving possession thereof to my clients.

On 08.11.2017 and 02.02.2018 you informed my clients that possession of the said flat would be given in September 2018. However in response to my clients' email dated 20.02.2018 you informed that possession of the flat for 3rd and 4th would be given to my clients in December 2018 and you failed and neglected to mention the date on which legal possession of the flat would be given and date of completion would be registered. On 12.02.2019 you informed my clients that possession of the flat would be given in June 2019 and on 14.04.2019 you informed of further postponement of date of possession in March 2020. In this connection it is also important to note that contrary to representations made by you earlier you have not even given possession of the flat for 3rd and 4th in December 2018 and 01.01.2019.

Though you have stated my clients that possession of flat is intractable condition would be given in March 2020, on the website of RERA the completion date of the building is shown as 30.09.2018. You have widely delayed possession of the flat which under the terms of the standard agreement for sale was fixed on December 2017. Upon visiting the site only recently my clients found that construction activity was not in progress and if at all any construction activity was going on the same was not visible. My clients had agreed to purchase the flat under bonafide expectation that possession thereof would be given to them within 31.03.2017.

Apart from delaying completion of flat and handing over possession thereof to my clients, you have also acted in violation of RERA and the Rules framed thereunder being the West Bengal Housing (Sales) Regulation Rules 2017. Under the provisions of RERA, you could not have taken advance of more than 10% of the agreed sale consideration without registration of agreement for sale. You have also not informed of deposit of 70% of the amount taken from clients of the project in a separate bank account which is a statutory requirement under Section 4(1)(ED) of RERA.



After making substantial payment of Rs. 11,00,000/- from my client, by reason of delay on your part, you have exposed my client to risk of additional expense on account of increased stamp duty and registration fees by not executing and registering the agreement for sale in April 2014 and by unduly delaying possession of the flat.

In view of the facts and circumstances stated hereinbefore my client has not decided to purchase the said flat and will upon you to refund the sum of Rs. 11,00,000/- to my client alongwith interest and compensation in terms of Section 14 of FEMA. Unless the said amount of Rs. 11,00,000/- with interest and compensation is paid within 7 days, in addition to lodging complaint against you with the authorities under FEMA, my client will initiate proceedings for initiation of Corporate Insolvency Resolution Process against you in terms of the Insolvency and Bankruptcy Code 2016 by issuance of the notice under Section 8 of the said Code and with Rule 3 of the Insolvency and Bankruptcy (Application to Adjudicating Authority) Rules 2016.

Yours faithfully,


A.P. Aggarwalia