

GARGI MANNA

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WITHOUT PREJUDICE

Date: 28/08/2019

To,

MKHS REALTY LLP

6 Camac Street, Fort Knox Building

2nd Floor, Room No 204

Kolkata – 700017.

My Client – Mrs. Mallika Chandak

Subject – Undue delay in handing over possession of Unit No. 16-2/C admeasuring 969 sq.ft, at Block- 16 in “Pyramid” situated at Naraynpur, Mouza-Gopalpur, P.S- Narayanpur, Kolkata- 700136, North 24 Parganas, West Bengal.

Sir,

Under instructions from my client abovenamed, I write to you as follows.

My client had booked a flat being Unit No. 16-2/C admeasuring 969 sq.ft, at Block- 16 in “Pyramid” situated at Naraynpur, Mouza-Gopalpur, P.S - Narayanpur, Kolkata- 700136, North 24 Parganas, West Bengal (hereinafter referred to as the “said Unit”).

Accordingly, a Sale Agreement dated 14th March, 2015 was duly executed and signed by the parties. Pursuant to the said sale agreement, my client has paid you a sum of Rs.23,42,364/- (Twenty Three Lakhs Forty Two Thousand Three Hundred and Sixty Four only) to you by way

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of cheques and NEFT transactions, money receipts whereof has been given by you to my clients.

I state that, as per clause 9.5, of the aforesaid agreement for sale, you were liable to complete the construction as per the specification mentioned therein within 36 months and hand over the absolute possession with all facilities as committed by you to us within 36 months from the date of Agreement of Sale, i.e. 14th March, 2015.

I state that my client sent you a letter requesting you to handover the said unit. However, you failed to give possession of the said unit to my client till date, although there has been no breach of the clauses of the agreement of sale by my client. As such, it is evident that the delay on your part in handing over possession of the said unit, is because of reasons fully attributable to you, to the exclusion of my client. It is also pertinent to mention that, you by not handing over the said unit to my clients, till date, have breached Clause 9.5 of the agreement for sale, by which you were duty bound to hand over possession of the said unit to my clients on or before 14th March, 2018.

Thus in the facts and circumstances as stated hereinabove, my clients were constrained to issue a letter dated 12th June, 2019 calling upon

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you to refund the amount received along with interest for the said unit in your residential project "Pyramid" situated at Naraynpur, Mouza-Gopalpur, P.S- Narayanpur, Kolkata- 700136, North 24 Parganas, West Bengal (the Said Unit) within 15 days from the date of receipt of this letter, but however although you had received such letter, you have not taken any steps, for reasons best known to you.

As such, given the facts and circumstances as stated hereinabove, my client hereby rescinds the agreement for sale with immediate effect and would further call upon you to refund the consideration already paid by my client to you, which is a sum of Rs. 23,42,364/- (Twenty Three Lakhs Forty Two Thousand Three Hundred and Sixty Four only) as per the provisions of Section 19 sub section (4) of the West Bengal Housing Industry Regulation Act, 2017.

My client is further entitled for interest amounting of Rs. 14,75,700/- (Fourteen Lakh Seventy Five Thousand Seven Hundred only) as per the provisions of Section 18 of the West Bengal Housing Industry Regulation Rules, 2018.

As such, I call upon you to pay back the entire sum taken by you, in lieu of the agreement for sale, being a sum of Rs. 38,18,064/- (Thirty Eight

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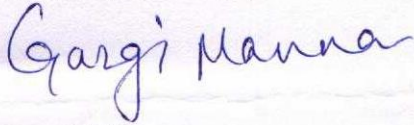
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Lakh Eighteen Thousand and Sixty Four) as refundable amount along with interest within 45 days from the receipt of this letter as per the provisions of Section 19 of the West Bengal Housing Industry Regulation rules, 2018, failing which my client will be constrained to take appropriate steps as per law, before the appropriate legal forum, without any further reference to you and you will be held liable for all the costs and consequence thereof.

In anticipation of getting your positive co-operation.

Yours faithfully,



Gargi Manna
Advocate