

Shambhu Prasad Choudhary

B.Com. M.A. (MC) LL.B, Advocate
High Court, Calcutta

Residence & Chamber

FD-453/2, Sector-3,
Salt Lake City, Kolkata-700106
(M) 9831082737
Email: advspchoudhary@gmail.com

By Speed Post

Date : 12/01/2021

To,

1. LGW Limited
Narayanpur
Post Office- Rajarhat-Gopalpur
Kolkata- 700136
District- North 24 Parganas
Email: sales@lgwltd.com
EW481413439IN Dt. 12/01/2021
Delivered by Sukumar Paul (beat No. B6)
on 15/01/2021
2. MKHS Realty LLP.
Unit No. 1305, 13th Floor
Tower-II, Godrej Waterside,
Plot No. 5, Block-DP
Sector-V, Salt Lake
Kolkata- 700091
EW 481413411IN Dt. 12/01/2021
Return on 16/01/2021

Re:- Agreement For Sale dated 27th August 2015 with regard to the Project **"The Pyramid"** Block-II, 4th Floor, Type- E, Unit No. 11-4E (Block-11, Flat No. 4E) Area -1462 Sq.ft. (Super built-up area apox.)

My Clients : Mr. Sanjay Kumar Dokania and Mrs. Ranjana Dokania (Co-Applicant) both are residing at Diamond City South, Flat No. 12B, Tower-01, 58, M.G.Road, Tollygunj, P.O.: Paschim Putiari, P.S: Haridevpur, Kolkata- 700041.

Sir(s),

You the Addressee No. 1 being the Owner of the property admeasuring an area of 128.95 decimals, more or less, comprised in R.S./L.R. Dag Nos. 3295, 3294, 3309, 3310, 3291, 3311, 3312 and 3315 all recorded in L.R. Khatian No. 4835, Mouza- Gopalpur, J.L. No. 02, being Holding No. RGM 5/03, BL-I, Narayanpur, under Ward No. 5 of Rajarhat-Gopalpur Municipality, Pllice Station- Airport, Sub-Registration Office Rajarhat (formerly Bidhannagar (Salt Lake City), District North 24 Parganas and You the Addressee No. 2 being the Developer of the Project being **"The Pyramid"** comprising G+10 (Ground plus Ten) storied Building being a portion of land comprised in Mouza- Gopalpur, J L. No. 02, Holding No. RGM 5/03, BL-I, Narayanpur, under Ward No. 5 of Rajarhat-Gopalpur Municipality (**RGM**), Kolkata-700136, Police Station- Airport, Sub-Registration Office Rajarhat [formerly Bidhannagar (Salt Lake City)], District- North 24 Parganas.

You the addressee no.2.....

On or about 27th August 2015 an Agreement For Sale was executed by and between you the Addressee Nos. 1 and 2 and my clients whereby and where under my clients was allotted a Flat being Unit No. T 11-4E, Type-E, 4th Floor, Block- II comprised in the Project **"The Pyramid"**

Court Address:

C/o, Abhijit Sarkar, Advocate, 7, Old Post Office Street, Room No. 8, Ground floor, Kolkata-700001, E-mail: abhi_jitsarkar@yahoo.com Phone : 033-22314648 / 9831031271/9830431878

Shambhu Prasad Choudhary

B.Com. M.A. (MC) LL.B, Advocate
High Court, Calcutta

Residence & Chamber

FD-453/2, Sector-3,
Salt Lake City, Kolkata-700106
(M) 9831082737
Email: advspchoudhary@gmail.com

As of the date in terms of the project "The Pyramid" and the above contract, my clients made a total of Rs. 12,85,873 / - (Twelve lakhs eighty five thousand eight hundred and seventy three) have given you by Cheques, details of that payment giving below.

Schedule of payment details' below:

PAID TO	CHEQUE NO.	BANK NAME	DATE	AMOUNT
LGW LIMITED	000003	HDFC BANK	26-08-2015	₹ 3,10,500.00
LGW LIMITED	000006	HDFC BANK	09-09-2015	₹ 9,40,369.00
VIJAY NAND MISHRA	000007	HDFC BANK	09-09-2015	₹ 20,800.00
VIJAY NAND MISHRA	000008	HDFC BANK	09-09-2015	₹ 2,000.00
TDS	-	-	-	₹ 12,204.00
			TOTAL	₹ 12,85,873.00

In terms of the aforesaid Agreement For Sale dated 27th August 2015, you are supposed to hand over possession of the said Flat to my clients within 36 (Thirty Six) months from the date of commencement of construction of the aforesaid Project i.e. May, 2017.

It has been noticed by my clients that since 2017 there is no construction begin carried out on the proposed project. In the event you failed to comply with the terms stipulated in the Agreement to Sale dated 27.08.2015, then in that event you will be liable to refund the entire consideration amount to my clients with Interest 12% P.A as per the said Agreement.

It has been also noticed by my clients that this project still not registered with West Bengal Housing Industry Regulatory Act, 2017.

My above named clients all throughout has kept watch regarding the progress of construction of their apartment and always had in touch with you and has always co-operated you in all possible manner but due to the delay of construction my clients suffered a lot and as such have no other alternative to terminate this agreement and take back their entire amount which they have paid to you as above.

Under such circumstances I, on behalf of my above named clients do hereby call up you to return/refund the entire consideration money amounting to Rs. 12,85,873/- together with 12% interest coupled with compensation to my clients within 15 days from the date of receipt of this notice failing which, I have strict instructions from my above named clients to initiate appropriate legal proceeding against you before appropriate forum holding you responsible for all costs and incidentals which please take note of.

Thanking You
Yours faithfully,

(Shambhu Prasad Choudhary)
Advocate

Court Address:

C/o, Abhijit Sarkar, Advocate, 7, Old Post Office Street, Room No. 8, Ground floor, Kolkata-700001, E-mail: abhi_jitsarkar@yahoo.com Phone : 033-22314648 / 9831031271/9830431878