

ANIL AGARWAL

21/3 S.N. Chatterjee Road, Kolkata - 700038. Phone - 9433008465.

Date: 18.01.2020

To
Riverbank Developers Pvt Ltd.
225C, A.J.C. Bose Road,
4th Floor,
Kolkata - 700020.

Sir,

Reg: **Apartment number 5B3 and 7B6 allotted to the undersigned vide 2 allotment letters both dated 08th December, 2014 on basis of the terms, conditions and stipulations contained in the General Terms and Conditions.**

This has reference to the two allotment letters, both dated 8th December, 2014 issued by you upon the undersigned against his application numbers 265079 and 265082, allotting him 2 residential Apartments being Apartment numbers :-

- 1) 5B3 on the Floor - 5, HG2 - Tower - 4,
- 2) 7B6 on the Floor - 7, HG2 - Tower - 16,

in the housing complex under the name and style of "Hiland Greens Phase II", both measuring about 1060 square feet (One thousand Sixty sq.ft. only) saleable area along with one covered car parking, at a Net Price of Rs. 35,65,000/- (Thirty Five Lac Sixty Five thousand only) for each apartment along with one covered car parking each. The allotment of these two apartments were on the basis of the terms, conditions and stipulations contained in the General Terms and Conditions.

As per clause 11(a) contained in the General Terms and Conditions, the completion time for the said project was 42 months from the date of allotment, within which time you were under an obligation to handover the said flat, complete in all respect, to the undersigned. In other words, the last date within which you were supposed to handover the said flat to the undersigned has expired on 7th June, 2018.

However, you have failed and/or neglected to handover the said flat to the undersigned as contained in the General Terms and Conditions.

It is, in this connection, necessary to mention here that the undersigned has taken two Housing Loan from Dewan Housing Finance Limited, one for a sum of Rs. 15,99,446/- (Rupees Fifteen Lacs Ninety Nine Thousand Four Hundred Forty Six only) and other one for a sum of Rs. 17,61,933/- (Rupees Seventeen Lacs Sixty One Thousand Nine Hundred Thirty three only) on or about in the month of February, 2016 and June, 2016, respectively. That the undersigned has till date made payment of a sum of Rs. 70,54,034.00/- (Rupees Seventy Lacs Fifty Four Thousand Thirty Four only) to you towards part consideration for purchasing of the said flat, including interest demanded by you for delay in payment. A major chunk of the payment made by the undersigned till date (approximately 90%) was collected by you within 21 months from the date of allotment. The only payment due is the

amount payable by the undersigned only at the time of possession as per the Allotment Letter and General Terms and Condition. The undersigned had the intention of disposing off his existing house and repay the said Housing Loans with such sale proceeds immediately after taking possession of the said new apartments at Hiland Greens Phase II.

However, by reason of the fact that you have failed and/or neglected to make over possession of the said apartments within the time as contained in the General Terms and Condition, the undersigned could not dispose off the said house, which, if sold earlier would have fetched a much better price compared to the price the said property will fetch, if the same is disposed off presently.

In such circumstances, the undersigned is not interested to take possession of the aforesaid flat and accordingly is hereby requesting you to return the said sum of Rs. 70,54,034.00/- (Rupees Seventy Lacs Fifty Four Thousand Thirty Four only) paid by the undersigned to you till date towards part consideration of the said flat together with interest at the State Bank of India Prime Lending Rate plus 2% per annum in terms of section 18 of the West Bengal Housing Industry Regulation Act, 2017 and compensation of Rs. 12.50/- (Twelve Rupees and Fifty Paise only) per square foot per month from the scheduled date of possession as per clause 11(d) contained in the General Terms and Conditions.

In the aforesaid circumstances, I, therefore, request your goodself to kindly take note of the above and return the said amount of Rs. 70,54,034.00/- (Rupees Seventy Lacs Fifty Four Thousand Thirty Four only) together with interest at the State Bank of India Prime Lending Rate plus 2% per annum and compensation of Rs. 12.50/- (Twelve Rupees and Fifty Paise only) per square foot per month from the scheduled date of possession within a period of seven days from the date of receipt of this letter.

Thanking you,

Yours faithfully,



(ANIL AGARWAL)
21/3 S.N. Chatterjee Road,
Kolkata - 700038
Mobile Number - 9433008465

C.C. to :-

1. Sumit Dabriwala
2. Nandu Kishinchand Belani
3. Darshan Mekani
4. Rajesh Kumar Dokani