

BARUN PRASAD
ADVOCATE

Residence & Chamber:
87/17 A, Bose Pukur Road, Kasba
Kolkata-700042
Mob: 9831437405

Date - 14.05.2019

To,

M/s Prudent Infrarealty Pvt. Ltd.

(Formerly known as Prudent Projects Pvt. Ltd.)

Registered and corporate office at 'Rawdon Enclave' no.10A, Rawdon Street, 1st. Floor,
Kolkata-700017

Sub: Non delivery of original copy of agreement for sale, non-supply of property related document to Aixs Bank for house building loan and illegal cancellation of agreement in respect of residential flat no.D on the 7th floor in Block no.11A carpet area 706 sq. ft., built up area 842 sq. ft. and super built up area 1081 sq. ft. in the housing complex "Prudent Prana" in Mouza-Sripur Bagherghole, J.L. no.59, Parganas-Touzi no.1, comprised holding no.272, Sripur Bagherghole 'A', P.S. Sonarpur, Ward no.33, District-24-Parganas South, Kolkata-700103 along with one car parking space.

My clients : Mr. Sujit Das, and Mrs. Sumana Basu Das both residing at Uma Apartment, 2nd. floor, B/2 Ramgarh Near Iris Hospital, Ganguly Bagan, Kolkata-700047

Dear Sir,

I, under the instructions from and on behalf of my clients above named, write to state you as follows :-

That to purchase one residential flat along with car parking space my clients submitted an application form along with initial payment amount Rs.1,04,500/- on 19.09.2018 and considering the application vide letter dated 03.10.2018 your concern allotted one residential flat no. D on the 7th floor in Block no.11A carpet area 706 sq. ft., built up area 842 sq. ft. and super built up area 1081 sq. ft. in the housing complex "Prudent Prana" in Mouza-Sripur Bagherghole, J. L. no. 59, Parganas-Touzi no.1, comprised holding no.272, Sripur Bagherghole 'A', P. S.- Sonarpur, Ward no. 33, District- 24- Parganas South,



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Kolkata-700103 along with one car parking space. As per the allotment letter total consideration price has been fixed for Rs.40,57,830/- and your concern asked my clients to pay Rs.4,70,267.50 being 10% of the consideration amount as booking money and after adjustment of initial payment of Rs.1,04,500/- you have demanded payment of Rs.3,65,767.50.

That my clients on different dates paid Rs.4,62,000/- through cheques and your concern provided discount amount Rs.1,85,764.29 accordingly total payment defined as Rs.6,47,764.29.

That subsequently my clients received copy of agreement for sale and as per your direction signed in all pages of the agreement and sent the same for your signature with the request that after execution original copy has to be provided to my clients. But unfortunately my clients did not receive the original copy of agreement from your end.

That for payment of the consideration money my clients approached Axis Bank for house building loan which has been sanctioned on 03.10.2018 for Rs.38,00,000/-. For the purpose of disbursement of loan amount the bank asked for certain clarifications, regarding the property, documents relating to property and original agreement for sale. And accordingly my clients approached your concerned for the required documents. You have delivered copy of agreement for sale to the bank but failed to deliver the other documents as claimed by bank vide their e-mail dated 03.04.2019.

That instead of compliance of the bank's required documents you have repeatedly asked for payment of balance consideration knowing very well that due to non availability of the documents sanctioned loan amount has been withheld by the bank. Subsequently Axis Bank through e-mail dated 25.04.2019 further requested you to provide the required



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documents but unfortunately by e-mail reply dated 27.04.2019 you have stated as follows:-

“All the below mentioned documents are enough for bank loan procedure and we already provided all the documents which your bank required previously. Hence we will not provide any other documents further”. By this e-mail you also stated that in default of making payment between 15.05.2019 you will cancel the flat.

That I on behalf of my clients hereby state you that your acts and conducts are arbitrary, whimsical and therefore deficient in nature. For your own fault and negligence you cannot blame my clients as defaulter and cannot unilaterally cancel the agreement further to mention that the project is delayed for you own fault. My clients always in touch with you as well as with the bank and an urgent need of accommodation and therefore your arbitrary act regarding cancellation of agreement will prejudice my clients from their legitimate demand.

Therefore by this letter I hereby request you to cooperate with the bank and provide all the required documents at the earliest preferably within a period of 15 days from the date hereof and keep the agreement existing till payment made by my clients failing which I shall have to advise my clients to approach the competent court of law for necessary relief and redressal which please note.

Thanking you,

Yours faithfully,



[BARUN PRASAD]

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Copy to:

Axis Bank Ltd.
AC Market Building, 4th Floor,
1, Shakespeare Sarani, Kolkata-700071

.....You are hereby requested to disburse the sanctioned loan amount at the earliest to avoid further complications in the matter and help my clients to get the flat.

Thanking you,

Yours faithfully,



[BARUN PRASAD]