

To

The Builders/Developers/Promoters

Siddhivinayak Realcon LLP.

Jai Vinayak Group

PS- Srijan Corporate Park

Plot No. G-2, Block GP.

Sector -V, Tower - 2, Office No. 202.

Salt Lake City, Kolkata - 700091.

df: 12/01/2021

Sub: Refund of whole pending amount after legitimate deductions as per HIRA 2017 against Cancellation of Booked FLAT (Flat No. 3 'O', 3rd Floor, in Block-5, Part- B in an under-construction housing society namely Vinayak Golden Acres, Konnagar)

Sir/Madam.

We had booked a FLAT (Flat No. 3 'O' , 3<sup>rd</sup> Floor, in Block-5, Part- B) in your under construction housing society namely **Vinayak Golden Acres, Konnagar**, at 135 C S Mukherjee Street Konnagar Pin 712235 under the Developer/Promoter “ **Siddhivinayak Realcon LLP, Jai Vinayak Group**” having office at Office Space No.202, 2<sup>nd</sup> Floor at Plot No. G-2. Block GP. Sector -V, Salt Lake City, Kolkata 700091. The said Booking was executed through an “**Agreement for Sale**” in between Borrower, Owner and Promoter/Developer on a promise amount of Rs.28,67,824.00 (as mentioned in Para 1.2 of Agreement for Sale dated 11.03.2019) .

Further, Bank (**HDFC BANK, Cookie and Kelvey Building Branch, 1<sup>st</sup> Floor, 20 Old Court House Street, Kolkata 700001**) had sanctioned a loan amount of Rs.25 lacs against the said property vide Loan Account No. 641793885 and disbursed an amount of Rs.11.2 lacs (approximately) to the Promoter/Developer till now. We, the borrower also paid an amount of Rs.2,92,614.00 (inclusive Rs. 50000/- as booking amount) to the Promoter/Developer as booking/agreement/instalment amount.

Later on, we had expressed our desire to cancel the booking of said flat through cancellation/withdrawal of “**Agreement for Sale**” in between Borrower, Owner and Promoter/Developer vide a Letter submitted to your office on 21.03.2020 but you/your office did not reply to my letter within the time period (within 60 days) agreed upon/allowed in “**Agreement for Sale**” rather your office sent me an email to provide a “**Consent Letter**” of Bank for cancellation of “**Agreement for Sale**” on 27.06.2020 (after 98 days).

Rajesh Kumar  
Sushma Bharti

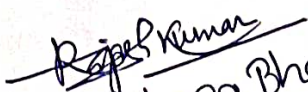
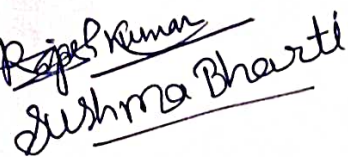
The Bank Consent Letter for cancellation of "Agreement for Sale" in between Borrower, Owner and Promoter/Developer was provided to you/your office on 28.08.2020 from both end (i.e. the Bank had e-mailed the consent letter to your office as well as we also emailed the same to your office on same date 28.08.2020). The receiving of the same was confirmed by Shri Om Prakash Sharma (Mob No. 9064365729), your office staff over telephonic/mobile conversation.

Again, on 23.09.2020, you/your office sent an email to provide Bank Account details to which amount would be credited from your end and the same was provided to you/your office on 07.10.2020 via email from the Bank end.

Thereafter no communication has been received from your end though we had sent you/your office several reminders (approximately 15 reminders via email) to close the deal and credit the pending amount to bank account after legitimate deductions as well we also tried to communicate you/your office over telephone but no reply was received from your end.

Therefore, finally it is requested that whole pending amount with interest after legitimate deductions as per Housing Industry Regulatory Act, 2017 must be released and credited to bank accounts as provided to you/your office on 07.10.2020 (whole due amount to the Bank in its Account No. 00140350003527, IFSC Code - IIDFC0000014, Name of the Bank - IIDFC Bank Ltd., Branch - Central Plaza, Address - 2/6, Sarat Bose Road, Central Plaza, Kolkata - 700020, and rest in my SBI, Saving Account No. 33051568366) within 15 days of receiving of this letter or we are compelled to take suitable legal action against you.

With regards,

Rajesh Kumar/Sushma Bharti

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Email id - rksbmaar@gmail.com