

Date: 12.01.2021.

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.

Sub: Refund of whole pending amount after legitimate deductions as per HIRA
2017 against Cancellation of Booked FLAT (Flat No. 3 'C', 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 'C', 3rd 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 I.L.P., Jai Vinayak Group**" having office at Office Space No.202, 2nd 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. 29,26,664.00 (as mentioned in Para 1.2 of
Agreement for Sale dated 30.04.2019).

Further, Bank (SBI, RACPC Branch, Howrah Maidan, 9 G.T. Road, Howrah) had
sanctioned a loan amount of Rs. 27.51 lacs against the said property vide Loan Account No.
38556015026 and disbursed an amount of Rs. 11.43 lacs (approximately) to the
Promoter/Developer till now. We, the borrower also paid an amount of Rs. 2,98,487.00
(inclusive Rs.50,000.00 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).

The Bank Consent Letter for cancellation of "**Agreement for Sale**" in between
Borrower, Owner and Promoter/Developer was provided to you/your office on 11.08.2020 by
us through e-mail. The receiving of the same was confirmed by Shri Om Prakash Sharma
(Mob No. 9064365729), your office staff over telephonic/mobile conversation.

Again, on 22.09.2020, 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 01.10.2020 via e-mail from the Bank end stating that the Check/ Draft should be made

Ashwini Kumar
12.01.2021

Pooja Kumari

12.01.2021

in favour of **State Bank of India, RACPC Howrah**. The instrument should be crossed/account payee.

Thereafter no communication has been received from your end though we had sent you/your office several reminders (approximately 20 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 01.10.2020 (whole due amount in Loan as mentioned above i.e in favour of **State Bank of India, RACPC Howrah**. The instrument should be crossed/account payee and remaining rest in my SBI Saving Account No.- **32833636951**) within 15 days of receiving of this letter or we are compelled to take suitable legal action against you.

With regards,

Ashwini Kumar

Preeti Kumari
12.01.2021

Ashwini Kumar/Preeti Kumari

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