

To  
1) The Authorised Signatory  
2) The Representing Partner  
MKHS REALTY LLP.  
Office at DN 24, Matrix Tower,  
1<sup>st</sup> Floor, Suite - 104, Salt Lake,  
Sector - V, Kolkata - 700091.

Ref : Agreement dated 25.09.2015 with required to  
the Unit/Flat 14-1/A in your Pyramid Project  
at Rajarhat.

Sub : Request to relies your excess mentioned in  
your letter dated 26<sup>th</sup> June, 2018.

Sir,

In pursuance with above referred argument dated 25.09.2015, I went to  
address you as follows :-

- 1) That upon execution of the argument dated 25.09.2015 it is to note that the  
total price of the said Unit has been fixed at Rs. 60,61,696/- which to be  
paid in accordance with the Clause 8.2 at stated therein.
- 2) That in Clause 8.2 it is crystal clear that 20% of the total consideration  
which to be paid after payment of the booking amount i.e. Rs. 3,00,000/-.  
Thereafter all the remaining payment to be paid in the mode of rates in  
sub-clause 3 to 10 of the payment Schedule.

Be it noted have that after getting the sanction plan, anyone can  
initiate or start the construction work accordingly which is also affirmed  
by your payment Schedule on and from Sub-clause 3 to 10.

- 3) That knowing fully well, though without obtaining the sanctioned plan  
you are too much busy to collect the payment, which is not permissible in  
the eye of law as per the agreement.



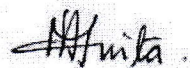
- 4) That all on a sudden I received your letter dated 26.06.2018 about your plea for further extension of time based upon the clause 16.1 of the said agreement, but surprisingly you are accepting money, as per the payment schedule till 23<sup>rd</sup> June, 2017 amounting to Rs. 31,40,870/- in total, part of which ought to be taken after construction work to be initiated by you, which is inconsistent with the terms and conditions of the said agreement.
- 5) That inspite of repeated visit to your office, as well as conversation made with you, you kept me in dark with regard to non-discloser of sanctioned plan.

It is well known principle/statute of law that is the active concealment of a fact by one having knowledge or belief of the fact and a promise made without any intention of performing it by virtue of a contractual agreement is tantamount to fraud.

In view of the above you are a foul game an the basis of such act of concealment and/or mischivious activities as done from your end. Therefore you are requested to refurnish your ill conduct and bad intention to grab the total amount of paid money as well as inordinate delay to handover the said writ for such alleged further extended period failing which there will be option left before me but to proceed in accordance with law after 7 (seven) days from the date of receipt of this letter by you, for which you have to face adverse consequences thereof accordingly.

Thanking you,

Yours faithfully,



Anita Mamidi