

Pooja Jewrajka
Advocate
High Court, Calcutta

12, Old Post Office Street,
2nd Floor,
Kolkata – 700 001
Mob : 8961306566

WITHOUT PREJUDICE

BY SPEED POST
BY EMAIL

Ref. No. PJ/106/2020-2021

Date: March 26, 2021

SOUMITA CONSTRUCTION PRIVATE LIMITED

Nirala Apartment
186, Rajarhat Main Road,
Kolkata – 700 157
Email- info@teamtaurus.co.in
anirban@teamtaurus.co.in
shree@teamtaurus.co.in

Sub :

Delay in handing over possession of unit no. 1L, on first floor, in Block-5, in the building **THE COUNTY**, together with one car parking space.

My Client:

RACHANA JAIN of 185B, Raja Dinendra Street, Shyam Bazar, Kolkata – 700 004

Dear Sir(s),

Under instructions from and on behalf of my client abovenamed, I write to you as hereunder:-

My Client being in need of an accommodation, came to know about your project namely "THE COUNTY", situated at Nepal Gunge Road, Daulatpur, P.S. Bishnupur, Kolkata – 700 104. Being impressed by the same, my client approached you and also being impressed by the verbal assurances and commitments made by you, my client went ahead for purchase of one Flat alongwith one car parking space and entered into a Memorandum of Understanding with you, agreeing thereby to make payment of 50% of the

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total consideration amount as advance. The said MOU was entered on April 10, 2013.

As such my client paid a total amount of Rs. 11,75,226/- vide Cheques dated February 1, 2013 and March 20, 2013, which you have acknowledged, by issuing receipt dated May 30, 2013.

In terms of the said MOU, my client was allotted one Flat no. 1L, on the first floor in Block 5 alongwith one car parking space, in the project 'The County' and an allotment letter dated April 8, 2015 was issued to my client. The said Allotment letter defined the payment Schedule in accordance with the MOU, stating 50% of the flat cost payable on booking alongwith applicable Service Tax thereon, which was already paid by my client at the time of entering into MOU with you.

After issuance of the aforesaid allotment letter in favour of my client, you have failed to take any step to deliver the said flat as booked by my client. My client has all along been requesting you for the status of construction and also the expected time period for handing over possession of the said unit through email as well as verbally to comply with the terms of the said MOU by handing over possession of the Unit but you have all along been ignorant from your end in handing over possession or to take any steps for such purpose.

Having no other alternative and on getting no response from your end at all, my client sent a letter dated April 23, 2018 to you requesting you to refund the entire sum paid by my client towards booking of the aforesaid flat in your project. To the utter surprise of my client, you have failed and neglected to give any reply to the said notice as well. It is apparent from your

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conduct that you have no intention to handover the said flat as booked by my client.

By such act it is clear that you have and/or caused to make misrepresentations, false promises and false assurances and induced my client in making payment against acquiring a flat which was not intended to be constructed. You have used the money of my client for your personal gain. You have clearly committed an act of cheating and fraud by making my client to pay for a flat in a building never intended to be constructed and thereafter using the hard earned money of my client for several years for your personal gain. You furthermore did not bother to inform my client that the project has been inordinately delayed.

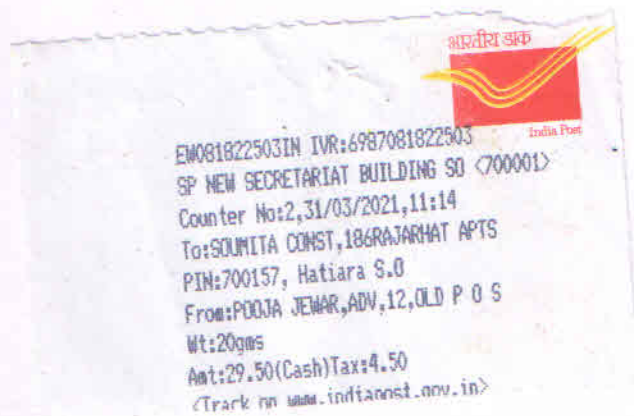
In the circumstances, I on behalf of my client, hereby call upon you to refund the entire amount paid by me, being the said sum of Rs. 11,75,226/- along with interest @ 18% per annum within 7 days from the receipt of this notice, failing which my client shall take legal action against you in Criminal Court, in NCLT, under HIRA as well as in Consumer Forum or any other recourse or remedy which may be available to my client.

This notice is completely without prejudice to our clients' other rights and contentions.

Yours faithfully,



Advocate





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भारतीय डाक



India Post



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Track Consignment

Quick help

* Indicates a required field.

* Consignment Number

EW081822503IN

Track More

Booked At	Booked On	Destination Pincode	Tariff	Article Type	Delivery Location	Delivery Confirmed On
New Secretariat Building SO	31/03/2021 11:14:28	700157	29.50	Inland Speed Post	Hatiara SO	03/04/2021 18:21:03

Event Details For : EW081822503IN

Current Status : Item Delivery Confirmed

Date	Time	Office	Event
03/04/2021	18:21:03	Desh Bandhu Nagar SO	Item Delivery Confirmed
03/04/2021	10:59:08	Desh Bandhu Nagar SO	Out for Delivery
03/04/2021	09:02:38	Desh Bandhu Nagar SO	Item Received
31/03/2021	17:24:23	New Secretariat Building SO	Item Dispatched
31/03/2021	16:54:15	New Secretariat Building SO	Item Bagged
31/03/2021	11:14:28	New Secretariat Building SO	Item Booked

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