



Kishor Banerjee &lt;banerjeekishor@gmail.com&gt;

---

## Query Against Cancellation

4 messages

---

**Sudipta Ganguly** <sudipta.ganguly@nkrealtors.com>  
To: "banerjeekishor@gmail.com" <banerjeekishor@gmail.com>  
Cc: we care <wecare@nkrealtors.com>

Thu, Sep 10, 2020 at 6:06 PM

Dear Mr Banerjee,

We have received your cancellation request and already sent it for Processing, Since the amount is high, it's taking some time from our end,  
Please give us some time we are trying to expedite the process for fast refund.

--

Thanks and Regards,

Sudipta Ganguly | Team Leader Marketing

M: 90387 46903 | O : 033 - 4016 7700 | E : [sudipta.ganguly@nkrealtors.com](mailto:sudipta.ganguly@nkrealtors.com) | W : [www.nkrealtors.com](http://www.nkrealtors.com) | Follow us on  
:

Disclaimer : The information contained in this e-mail message and /or attachment to it may contain confidential or privileged information.  
This e-mail is intended only for the use of the recipient to whom it is addressed. The e-mail shall not be acted upon but destroyed promptly,  
if a person for whom it is not intended receives it. Opinions, conclusion and information in the message that do not relate to the official role  
of the sender shall be understood as neither given nor endorsed by N.K.Realtors (P) Ltd. or its subsidiaries, associate companies, affiliates of its group companies.

---

**Kishor Banerjee** <banerjeekishor@gmail.com>  
To: Sudipta Ganguly <sudipta.ganguly@nkrealtors.com>  
Cc: we care <wecare@nkrealtors.com>, Wifey <sen.kiss.tuli@gmail.com>

Thu, Sep 24, 2020 at 9:27 AM

Dear Mr. Sudipta,

As per our whatsapp communication, you gave the deadline of 28th September for receiving my payment back.

Kindly make sure that I get it before the stipulated deadline. Pls find attached my letter that I sent to Mr. Nilmani Maity for the cancellation along with WBHIRA regulation where it is stated that the refund should be processed within 45 days which is already crossed.

Hope to get it settled before 28th September as promised by you without going round and round from one person to other.

Regards,  
Kishor

[Quoted text hidden]

---

### 2 attachments

 **Cancellation.pdf**  
3089K

 **WB-Housing-Industry-R-R.pdf**  
12112K

**Sudipta Ganguly** <sudipta.ganguly@nkrealtors.com>  
To: Kishor Banerjee <banerjeekishor@gmail.com>  
Cc: we care <wecare@nkrealtors.com>, Wifey <sen.kiss.tuli@gmail.com>

Thu, Sep 24, 2020 at 12:55 PM

Dear Mr Banerjee,

With reference to your mail,  
Please download both Act and Rules of HIRA, From the given Link :

<https://hira.wb.gov.in/index.php>

Our Booking amount was 10% of property cost which we used to take in two installments, first part while signing Application form which is 50500/- for holding the chosen unit and Remaining Allotment amount of 10%, we gave flexibility for 21 days from Booking after generation of Allotment Letter.

In Act PDF, Page 14, Point 13(1) its specifically written a Promoter/developer cannot take more than 10% as advance payment, which we followed.

In Rules PDF, Page 46, Point 7.5 Cancellation of Allotee ,its clearly mentioned.  
The Allotee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

"Provided that where the allottee proposes to cancel/withdrew from the Project without any fault of the promoter, the promoter herein is entitles to forfeit **the booking amount paid for Allotment**. The balance amount of money aid by the allottee shall be refunded by the promoter to the allottee within 45 days of such Cancellation."

As per **Hira** Act and Rules we are supposed to deduct full allotment money which is 10% and refund the remaining amount within 45 days from cancelation date, but for good faith and gesture we are not charging as per clause,

Still if you want to go with the rule and Act, we are ready to follow the same.

Please let us know your decision.

--

Thanks and Regards,

Sudipta Ganguly | Team Leader Marketing

**M:** 90387 46903 | **O :** 033 - 4016 7700 | **E :** [sudipta.ganguly@nkrealtors.com](mailto:sudipta.ganguly@nkrealtors.com) | **W :**  
[www.nkrealtors.com](http://www.nkrealtors.com) | Follow us on :



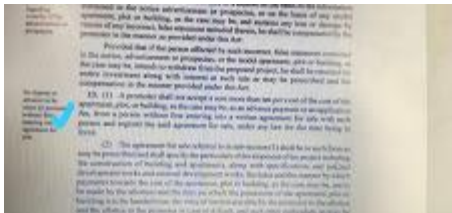
**Disclaimer :** The information contained in this e-mail message and /or attachment to it may contain confidential or privileged information.  
This e-mail is ended only for the use of the recipient to whom it is addressed. The e-mail shall not be acted upon but destroyed promptly,

if a person for whom it is not intended receives it. Opinions, conclusion and information in the message that do not relate to the official role of the sender shall be understood as neither given nor endorsed by N.K.Realtors (P) Ltd. or its subsidiaries, associate companies, affiliates of its group companies.

**From:** Kishor Banerjee <banerjeekishor@gmail.com>  
**Sent:** Thursday, September 24, 2020 9:27 AM  
**To:** Sudipta Ganguly <sudipta.ganguly@nkrealtors.com>  
**Cc:** we care <wecare@nkrealtors.com>; Wifey <sen.kiss.tuli@gmail.com>  
**Subject:** Re: Query Against Cancellation

[Quoted text hidden]

## 2 attachments



**ACT PAGE 14 POINT 13.jpeg**  
118K



**RULES PAGE 46, POINT 7.5.jpeg**  
89K

**Kishor Banerjee** <banerjeekishor@gmail.com>  
**To:** Sudipta Ganguly <sudipta.ganguly@nkrealtors.com>  
**Cc:** we care <wecare@nkrealtors.com>, Wifey <sen.kiss.tuli@gmail.com>

Thu, Sep 24, 2020 at 5:39 PM

Dear Mr. Ganguly,

Received your email.

1. Nowhere in any communication you or any other person from NK realtors or Gems City has said that **BOOKING AMOUNT** is 10% of the total property cost. We booked on lockdown offer at 15,000 and then confirmed the booking paying another 35,500. So the matter that Booking Amount = Allotment amount is made up from your side. I am attaching email that I received from your Sales Person who confirmed that he has received the **BOOKING** amount of total 50,500 for the property after I paid the remaining 35,500 after site visit.

2. Show me my signed application form if you have it. I want to see the terms. Remember, it should be signed from my side so you can prove that I agreed on your terms.

3. AS per **RULES PDF** that you have showed, it is written - "Provided that where the allottee proposes to cancel/withdrew from the Project without any fault of the promoter, the promoter herein is entitles to forfeit **the booking amount paid for Allotment**. The balance amount of money aid by the allottee shall be refunded by the promoter to the allottee within 45 days of such Cancellation." -

Now you please dont play with words. **BOOKING AMOUNT PAID FOR ALLOTMENT** is not same as **ALLOTMENT FEE**. Its the amount that I am paying for the purpose that you can allot me the property and hence its not a part or combination of Allotment Fee. Booking amount is different and Allotment fee is different and you are now merging it to be the same which is totally absurd and unexpected from a company like yours. I am attaching email from your colleagues showing that **ALLOTMENT FEE** is pending INR 203,000 and that does not showing **BOOKING AMOUNT PENDING**. So please request you not to play with words and try to make up new words as per your convenience. Moreover, you have already crossed the time period of 45 days.

4. I am attaching another email from Nilmani Maity where you can see that the total amount I paid was INR 556,510. And as per the letter that I sent I agreed to settle this at INR 531,000 as per discussion with Nilmani Maity. If there was all these Hidden charges, why your team did not inform me from the beginning ? You are already deducting around 10% from the Allotment fee and paying me INR 531,000 which is 25,000 less from the amount I paid. THEN please clarify why are you deducting this money of 25,000 ??

5. AS per NK REALTORS website, it is clearly written in the Gems City page (<https://www.nkrealtors.com/property/price/gems-city>) that Cancellation charges will be INR 20,000 BEFORE AGREEMENT. And After Agreement 10% of the Property Cost. Also in the RULES PDF that you shared it is written that PROVIDED WHERE THE ALLOTTEE PROPOSES TO CANCEL...Hence we can say that as we are cancelling before signing any agreement, we are entitled for only a charge of INR 20,000, but as a good gesture we agreed for 25,000 !!

The 10% of Property cost (in your words, Allotment Money) you are saying you want to deduct should have been charged if I signed the contract and HIRA website also states that depending on which stage I cancel, I will be charged accordingly. So why your NK realtors website is showing different things than HIRA ? And why did your colleague agree to settle at 531,000 ?

So if you want to follow HIRA Act and Rules, you should start considering that you and your team have failed to do the payment back on time, not the amount to be deducted. Because the deductionable amount I have already cleared in the above points and proved that you are already deducting the required amount without any pity on me. We agreed mutually that I will take the payment of 531,000 without any claim and now if you say you want to deduct more, then mind it, you are crossing the agreement between me and your colleague Nilmani Maity, because he agreed on behalf of your team regarding the amount. If there was any hidden charges or Merged and made up words like you are saying, that should have been told to me from the beginning, not now.

Anyways, I did not want to write all these things and make a mess of the situation. Kindly check and release the payment on or before 28th September.

In case your clients delay payment, you charge interest to them, but at the time of paying back the money, you neither pay the interest nor pay on time - this matter is totally disheartening. I have been waiting for a long time in this pandemic situation.

Hope you understand my situation and release it on or before 28th Sep keeping in mind about the above points and your promised deadline.

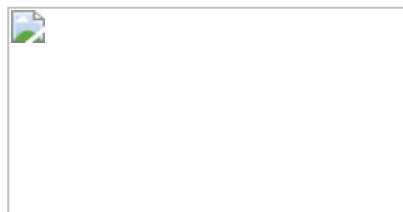
[Quoted text hidden]

--

Thanks and Regards,

**KISHOR SANKAR BANDYOPADHYAY**

Contact : +91 76799 08 591 - India / +62 856 5855 0910 - Indonesia



---

4 attachments

**Capture.JPG**  
170K



 **Gmail - Booking confirmation.pdf**  
130K

 **Gmail - Fwd\_ Allotment Letter & Demand Letter - Nilmani Email.pdf**  
158K

 **Gmail - Fwd\_ Allotment Letter & Demand Letter.pdf**  
476K