**LEGAL NOTICE**

 **Ref. No…………… Dated**

 **REGD.A.D.**

 **LEGAL NOTICE**

 **To,**

**The GRANITE HILLS PROPERTIES PRIVATE LIMITED**

**Registered Address- C-60, Vikas Marg, Preet Vihar, Delhi**

**DL 110092 IN**

**AND**

**DIRECTORS :- 1. GURNEET SINGH SIKKA**

 **2. TARAN PREET SINGH CHADHA**

 **Dear Sir,**

**Pursuant to the instructions from and on behalf of my client ( Joint applicants) Sh. MOHD FAIZAN KHAN and Smt. FIRDOUS FATMA , Address T-2/47, KH. No.- 501/51, Top floor Taj Apartment Gali No-1, Ghaffar Manzil, Jamia Nagar, New Delhi- 110025 through its Advocate MISBAHUDDIN SIDDIQUI, I do hereby serve you with the following Legal Notice:-**

1. **That your Company Named M/S GRANITE HILL PROPERTIES PRIVATE LIMITED ,Registered Address- Sikka House, C-60, Vikas Marg, Preet Vihar, Delhi , DL 110092 IN and its Directors Mr. Gurneet Singh Sikka and Taran Preet Singh Chadha , had come up with a public offer to sell Unit/Flat in the downtown PLOT NO. C-01/B, SECTOR-98, NOIDA, UP with an assurance to complete the construction of the residential apartment and give possession within 5 years of signing the Apartment Buyers Agreement.**
2. **That by believing your offer as genuine and trusting on the management of the company, my client have applied to purchase a Unit/ Flat having super Area of 1700 Sq. ft. and Basic Sale Price (BSP) per Sq. ft. of Super Area 6800/- (in words) Six Thousand Eight hundred only. in the above project for a price or Rs. 12735,000/- in words ( One Crore Twenty Seven Lacs Thirty Five Thousand Only), inclusive of Amenities Basic Price, Preferred Location charges Expressway/ Corner/ Golf Course/ P.L.C , Interest Free Maintenance Security, Power Back up charges (1 KVA), One Covered Parking, Capital Replacement Fund (CFA) and other charges (if any).**
3. **That you have demanded from our client an amount of Rs. 11 Lacs (Eleven Lakhs only) as per enclosed files, towards booking amount payable between the period from 2013-2014 by my client without any delay.**
4. **That my client had made a payments of Rs. 11,00,000.00 (Rupees Eleven Lacs only), towards advance against booking of a flat in your project. Details of payments are as under**
5. **Rs.10,00,000.00 vide Cheque Number 000052/ dtd. 6.9.2013 of Bank of India.**
6. **Rs. 100,000.00 vide Cheque Number 000083/ dtd. 29.5.2014 of Bank of India.**
7. **That authorized signatory of GRANITE HILL PROPERTIES PRIVATE LIMITED Mr. Gurneet singh sikka and Mr. Taran Preet singh chadha, Entered into agreement with my clients between 2013-2014 and signed Flat/ Unit Buyer Agreement on the same date.**
8. **That your company, the directors, had allotted to my client, Unit No. KG/1108, KAPITAL GRAND, PLOT NO. C-01/B, SECTOR-98, NOIDA, UP, Apartment having super area of 1700 Sq. ft. and Basic Sale Price (BSP) per sq. ft. of Super area 6800/- in words (Six thousand eight hundred only), in the above project for a price or Rs. 12735,000/- in words ( One crore twenty seven Lacs thirty five thousand only), inclusive of Amenities Basic Price, Preferred Location Charges Expressway/ Corner/ Golf Course/ P.L.C , Interest Free Maintenance Security, Power Back up Charges (1 KVA), One Covered Parking, Capital Replacement Fund (CFA).**
9. **That your company and directors had agreed to sell and transfer the Flat/ Unit to the ALLOTTEE and my client had agreed to purchase the APARTMENT according to the terms and conditions of the Buyers Agreement.**
10. **That as per clause 1.13 “AGREEMENT” you have offered to handover the possession of the apartment within 5 years from the date of signing the Buyers agreement.**
11. **That as per the terms of agreement, the due date for handling over the possession of the apartment within 5 yrs is lapsed and till date possession is not given.**
12. **That the Developer shall be entitled to a further grace period of 6 months to complete the above said development/ construction and for which grace period no claim shall lie against the developer for any reason whatsoever, clearly mentioned in clause 26 “Allotment” Agreement is already lapsed.**
13. **That as per the Account statements given by you, my clients have paid total amount of Rs. 11,00,000.00 ( Eleven Lacs Only) payment details given below:-**
14. **Rs.10,00,000.00 vide Cheque Number 000052/ Dtd. 6.9.2013 of Bank of India.**
15. **Rs. 100,000.00 vide Cheque Number 000083/ Dtd. 29.5.2014 of Bank of India.**
16. **That my client has informed numerous times, your concerned employees through E-Mail /Telephone Conversation/ Physical Visit to the Corporate office, Mentioning Subject “Need booking Cancellation (Ref Customer ID: DT/KG/1108 ) immediately and refund against cancellation and please return this amount either by way of Cheque or through NEFT” but still the client not received any refund.**

**Client NEFT Details are as follows:**

**Bank: Bank of India**

**IFSC CODE: BKID0006071**

**A/C NAME- MOHD FAIZAN KHAN**

**A/C NO.- 607110110000756**

1. **That my client says that you are liable to pay an amount of Rs.5 ( Five only) per Sq.ft. of super area per month for the delayed period beyond the grace period of 6 months, which includes of any/ all Damages, Compensation, Claims for delayed possession, provided however, that the “Allottee” has made timely payment of all installments towards the consideration of the said apartment in time and without any delay to the developer.**
2. **That the Client demanded a sum of Rs. 1100000.00 (Eleven Lakhs ) with Rs. 5 (Five Only) Per Sq.ft. of super area per month for the delayed period , within a period of 15 days from the date of receipt of this legal Notice, failing which our Client shall be constrained to file a Civil as well as Criminal complaint against the Company and its responsible Directors in the court of law, in that event you might be burdened with all fees and risks which please note carefully.**

 **You are further liable to pay a sum of Rs. 1100000.00/- (Eleven Lakhs) ) with Rs. 5 (Five Only) Per Sq.ft. of Super Area per Month for the delayed period, and as necessary cost and expense of sending the present Legal Notice to you.**

**Copy of this Legal Notice is also kept at our records for further ready reference if required in future.**

**Name of Advocate- MISBAHUDDIN SIDDIQUI**

**Enrolment No.**

**Place: DELHI**