**LEGAL NOTICE**

To,

The Branch Manager

Ansal Housing Limited,

606, 6th Floor, Indra Prakash 21,

Barakhamba Road, New Delhi - 110001

AND

The Manager

Ansal Housing Limited,

1st Floor, Ansal Plaza Mall,

Sector -1, Vaishali, Ghaziabad - 201010

Subject: Deficiency of service in non-delivery of booked unit - Flat Buyer Agreement No. 2312 1002 7479 5102 000

Dear Sir/Madam,

1. This notice is being issued to you by myself Mr. Omkar Chadha, S/o Rajinder Krishan, R/o 1-39, Jangpura Extension, New Delhi-110014, calling upon you to deliver the booked unit or refund the amount of Rs. 64,59,474/- along with applicable interest for failing to deliver the unit in an arbitrary manner.

2. I had booked a unit in your project Ansal Heights on January 20, 2012. As per the Flat Buyer Agreement executed on April 2, 2012, you were supposed to deliver the possession of the unit within 36 months from the date of the agreement.

3. However, it has been over 10 years and I have not yet received possession of the unit. Despite numerous emails and phone calls, you have failed to deliver the unit as promised. This has caused me immense mental agony and financial loss.

4. Pursuant to the agreement, I has paid an amount of Rs. 64,59,474/- (Rupees Sixty Four Lakh Fifty Nine Thousand Four Hundred Seventy Four Only) against the total consideration of Rs. 65,41,210/- (Rupees Sixty-Five Lakh Forty-One Thousand Two Hundred and Ten Only) but till date neither any possession has been offered nor any intimation on possession of the apartment has been given to I. The development of the project is at snail-pace in spite of the booking made way back in 2012.

5. I have not received any satisfactory response from your end. This amounts to a clear violation of the terms and conditions of the agreement.

6. I strongly deny any fault on my part and assert that there was absolutely no misrepresentation or concealment of facts from his side.

7. It is pertinent to mention that I fulfilled all the requirements of promptly making the payments, submitting documents etc. Therefore, the failure to deliver the unit despite his adherence to all agreement conditions amounts to outright deficiency in service and adoption of unfair trade practices by your company.

8. Despite my repeated requests and efforts to make your company deliver the unit, you have failed to do so, thereby constraining me to approach the appropriate Consumer Forum.

9. By way of this notice, I am calling upon you to deliver the booked unit or refund the amount of Rs. 64,59,474/- along with 9% interest from the date of deposit till realization, within 7 days from the date of receipt of this notice, failing which I shall be constrained to initiate legal proceedings against your company by way of a consumer complaint. The costs of such legal proceedings shall be in addition and solely borne by you.

10. This notice should be considered as my bonafide attempt to avoid any unnecessary litigation between the parties in the spirit of utmost good faith.

11. A copy of this notice is being endorsed to your Ghaziabad office as well for your reference.

12. An acknowledgment of this legal notice may kindly be sent to the undersigned.

Hoping for your prompt action to avoid further costs and complications.

Thanking you,

Yours faithfully,

[Your signature]

Encl:

1) Copy of Flat Buyer Agreement

2) Copies of Payment Receipts

CC: 1. Ansal Housing Limited, Ghaziabad office (for information)