***Legal Notice to builder demanding possession of property***

***and interest / compensation for the delayed period for offering possession.***

Format of Legal Notice to builder for violating terms of allotment letter and Builder buyer agreement and demanding compensation and interest for delayed period.

You can send a legal notice to the Builder against violation of terms of agreement entered into between buyer and builder. Some times the builder claims interest for the delayed payment from the customer, but they won't give any concession for the delay caused in offering possession of the property. In such circumstances you can directly claim the same rate of interest charged by the Builder, against the amount paid by you, for the delayed period. Format of legal notice demanding possession of property, interest and compensation for the delayed period in offering possession of property is giving below:

Registered AD/Speed Post

Date:

The managing director

\_\_\_\_\_\_\_\_ Pvt. Ltd

New Delhi

LEGAL NOTICE

Sir, Under instructions and authority from my client Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_, address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_ I serve upon you the following legal Notice.

1. That in 20\_\_ your company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pvt Ltd, Registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Delhi, had come up with a public offer to sell Residential Apartment under the name and style "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" in Sector \_\_\_\_, Gurgaon with assurance to complete the construction of the residential apartment and give possession within 36 months 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 Residential Apartment having super area of \_\_\_\_\_ Sq. Mtrs, in the above project for a Price or Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_ only), inclusive of External Development Charges, Infrastructure Development Charges, Preferential Location Charges (wherever applicable).

3. That you have demanded from our clients an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) towards Booking amount payable on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

4. That my clients have made two payments of Rs. \_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_ against the above quoted demand.

5. That authorised signatory of \_\_\_\_\_\_\_\_\_\_\_ Pvt Ltd Mr. \_\_\_\_\_\_\_\_\_\_ and Mr. \_\_\_\_\_\_\_\_\_\_\_ Entered into agreement with my clients on \_\_\_\_\_\_\_\_ and signed Apartment Buyers Agreement on the same date.

6. That your company, the Developer, had allotted to my client, Apartment No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ having Super Area of Approx. \_\_\_\_\_\_\_\_\_\_\_ Sq. Mtrs with an exclusive right to use of 1 car parking space in the complex "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_" to be developed in \_\_\_\_\_\_\_\_\_\_\_\_ Haryana for a sale price of Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_ only).

7. That your company had agreed to sell and transfer the APARTMENT to the ALLOTTEE and my client had agreed to purchase the APARTMENT.

8. That as per clause 3 a) of the agreement you have offered to handover the possession of the Apartment within 36 months from the date of signing of the agreement.

9. That as per the terms of agreement, the due date for handing over the Possession of the Apartment was on \_\_\_\_\_\_\_\_\_.

10. That you have offered the possession of the property on \_\_\_\_\_\_\_\_\_\_ only after a delay of \_\_\_\_ months even after considering the grace period.

11. That as per the account statements given by you, my clients have paid total amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only). Payment details given below.

12. That on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ you have send an e-mail of Final Offer for Possession with a demand of Rs. \_\_\_\_\_\_\_\_\_\_/- towards 18% interest quarterly compounded, for the delayed payment as per clause 1.2 k) of the agreement. You have also demanded Rs. \_\_\_\_\_\_\_\_\_\_/- towards payment of balance amount.

13. That the Final Offer of Possession has been send by you after a delay of \_\_\_ months from the due date for giving possession as per the Flat Buyer Agreement.

14. That on \_\_\_\_\_\_\_\_\_\_\_\_ my client Mr. \_\_\_\_\_\_\_\_\_\_\_\_ has informed your concerned employees through e-mail that you have offered the possession after long delay. So the amount of interest demanded should be waived off.

15. That you have not inclined to accept the request of my client and repeatedly demanded interest for the delayed payment from my client.

16. Since you are not ready to accept the request of my client to wave of the interest, my clients have requested you to calculate interest on delayed period of possession on the amount paid by them, for the period from date of possession as per clause 1.2 k) of the Flat Buyers Agreement till the date of offer letter issued by you.

17. That again you have not inclined to accept the request of our clients with many unreasonable arguments.

18. My client say that as per the existing law of the land they are eligible to get interest against the delayed period of possession at the same rate and way you are charging interest on delayed payment on them.

19. That my clients is ready to pay the balance amount including interest after deducting interest for the delayed period of offering possession of the apartment.

20. That the calculation of 18% quarterly compounded interest for the delayed period of offering possession i.e. for the period from \_\_\_\_ to \_\_\_\_\_ is as under: Date of Agreement \_\_\_\_\_\_\_ Date of Possession as per agreement \_\_\_\_\_\_\_ DOP after grace period \_\_\_\_\_\_\_ Possession offer \_\_\_\_\_\_\_

21. That our clients says that you are liable to pay an amount of Rs. \_\_\_\_\_\_\_\_\_\_/- towards 18% compounded interest (the same interest rate you are charging on delayed payments by flat buyers as per clause 1.2 k)), which is to be adjusted against the outstanding balance showing against their account.

22. That as per clause 3 III) of the Flat Buyers Agreement you are also liable to give compensation against delayed period of offering possession @ Rs. 5 per sq. ft. per month of super area to our client. I, therefore, call upon you through this legal notice to adjust amount of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) along with compensation against delayed period of offering possession @ Rs. 5 per sq. ft. per month of super area, against the outstanding balance of my client account and give possession of the apartment or make payment of the said amount to my clients, within a period of 21 days from the receipt of this legal notice, failing which our client shall be constrained to file civil as well as criminal complaint against the company/ all the responsible directors and staff 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. \_\_\_\_\_\_\_\_\_/- as necessary cost and expenses of sending the present legal notice to you.

Copy of this legal notice is also kept at our office for further ready reference if required in future.

Name of Advocate

Enrolment No:

Place: