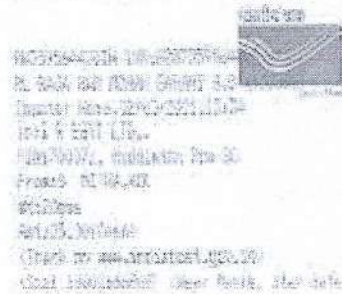


MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240354581

Registered Speed Post

Date: 1<sup>st</sup> March, 2021

To,  
Ideal Real Estates Private Limited,  
50, Jawaharlal Nehru Road,  
Floor 11,  
Kolkata - 700 071



Ref:

- a) Agreement for Sale dated 31<sup>st</sup> day of August, 2018 of Residential Flat no. Ground C, on the ground floor, measuring carpet area approximately 644 (Six Hundred Forty Four Only) square feet, super built-up area approximately 1030 (one thousand fifty only) square feet, comprised in the Block named Garnet forming part of the Said Complex named "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102 executed between Ideal Real Estates Private Limited & Others and Mr. Suyash Agarwal and Arr.
- b) Your Letter dated 10<sup>th</sup> February, 2021 in respect to Cancellation of Flat/Unit No. Ground C in Block - Garnet in "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102 addressed to Mr. Suyash Agarwal.

Sub: Reply to your letter dated 10<sup>th</sup> February, 2021 addressed to Mr. Suyash Agarwal

My client: Suyash Agarwal having his office at 66/1A, Baithakkhana Road, 1<sup>st</sup> floor,  
Kolkata - 700 009

*Suyash Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

Sir,

Upon receipt of your said letter and under instructions from and on behalf of my above named client, i.e. **Mr. Suyash Agarwal** having his office at 66/1A, Baithakkhana Road, 1<sup>st</sup> floor, I hereby represent before you the following:

1. That an Agreement for Sale dated 31<sup>st</sup> day of August, 2018 was executed between you Ideal Real Estates Private Limited & Others and my above named client in respect of Residential Flat no. Ground C, on the ground floor, measuring carpet area approximately 644 (Six Hundred Forty Four Only) square feet, super built-up area approximately 1050 (one thousand fifty only) square feet, comprised in the Block named **Garnet** forming part of the Said Complex named "**Ideal Aquaview**" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102.
2. That as per the terms of the said agreement, the said flat/unit was to be **constructed, finished and made habitable** by Ideal Real Estates Private Limited on or before March' 2020 with a grace period of 12 months. In pursuance thereof an amount of Rs. 644447/- (Rupees Six lacs forty four thousand four hundred forty seven Only) was received by you from my client towards the consideration of the said flat/unit. The receipt of the said amount is already well within your knowledge.
3. That you in your letter dated 10<sup>th</sup> February, 2021 has informed my client about the Completion certificate for Crane & Duck Block and that the Fit out for Block Flamingo has started. Please note that my client has booked a flat/unit in the Block Garnet of the Complex named "**Ideal Aquaview**" and you in your letter has stated nothing about the status of the block Garnet in which my client has a substantial interest and right.
4. That till date, no information has been provided to my client regarding the completion of the block Garnet and as such registration of the same has not been initiated from your end. I reiterate that the handover/completion date as per the Agreement was March' 2020.

*Suyash Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: B, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

5. That my client has no information about the latest developments and constructions made in the said flat/unit booked.

Further, I, on behalf of my client, would like to bring to your kind knowledge/notice the following:

1. My client has duly paid advance as per the said agreement and got loan sanctioned for balance amount but the loan amount did not get disbursed as your project has been facing various issues including but not limited to environment clearance and Completion certificate further not in a position to deliver possession of the same anytime soon.
2. The actual possession date was in March'2020 with an extension of 12 months. However, to utter shock of my client, the possession date as shown in your website is 30<sup>th</sup> June, 2022. This is clearly evident that you have not been able to complete the project on time and deliver the possession to my client on the date as was agreed in the agreement.
3. As per my client's knowledge, various disputes has also been raised against you in respect of the said project and as such are under adjudication by competent authorities.
4. As per my client's knowledge, development and construction work is still going on at the project site and that it is totally unfit for human dwelling.

Therefore, I, on behalf of my client would submit the following:

- (a) That you are running late in giving/providing the possession of the said Flat/unit to my client.
- (b) That you have till date not obtained the Completion certificate in respect to my client's flat/unit in the said project.
- (c) That there is no scope of possession/delivery of the said flat/unit to my client in near future.

*Suyam Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 9240394581

- (d) That you have no intention to give possession of the said flat/unit to my client and are fooling my client by hiding materials facts and further demanding unnecessary payments from my client.
- (e) That due to your breach and negligence to provide possession of the said flat/unit, my client is suffering from mental agony and economic strain due to such blockage/withholding of amount paid by my client to you for possession of the said flat.
- (f) That non-delivery of possession of the said flat/unit on time is a non-compliance of the provisions of the West Bengal Housing Industry Regulation Rules, 2018.

Further, it is submitted that as per the clause 12.3 of the said agreement, my client is entitled to a refund of amount paid by him to you till date along with an interest at the rate of 12% per annum in case you fail and/or neglect to deliver possession of the said flat and appurtenances within the completion date.

Taking into consideration the negligent and callous attitude evident from your conduct it is clear and comprehensible that the said flat is evidently not delivered by your good self within the time frame as specified in the Agreement and hence it is requested that the amount given to you i.e., Rs. 644447/- (Rupees Six lacs forty four thousand four hundred forty seven Only) shall be refunded to the below mentioned account along with interest @ 12% charged from 22-05-2018 till 28-02-2021 the total amount for Rs. 854308/-

The details of the bank account where the claim amount to be credited are as follows:

	(1)	(2)
Name of the Bank:	Karnataka Bank Ltd	Karnataka Bank Ltd
Account holder's Name:	Suyash Agarwala	Sonal Agarwal
A/c No:	4342500100641201	4342500100851001
IFSC Code:	KARB0000434	KARB 0000434
MICR Code:	700052003	700052003

*Suyash Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

In the light of the above facts and contentions, I hereby, on behalf of my client call upon you to pay the aforesaid amount of of Rs.854308/- (Rupees Eight lacs fifty four three hundred eight Only) including interest @ 12% per annum received by you from my client within 7 (seven) days from the date of receipt of this letter failing which my client shall take necessary legal steps, civil or criminal which includes lodging of a complaint before the West Bengal Housing Industry Regulatory Authority against your good office and shall also claim all costs and damages which may arise in future course of action or has already arisen and you will be solely liable and responsible, which you please note. This is without prejudice to my client's other rights, contentions or remedies in the matter.

Thanking You

Yours Faithfully,

*Sitikantha Mitra.*  
SITIKANTHA MITRA. (Phone no - 8240394581)  
ADVOCATE  
CALCUTTA HIGH COURT.

*Suryan Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

**BY SPEED POST WITH ACKNOWLEDGEMENT DUE**

Date: 5<sup>th</sup> April, 2021

To,  
Ideal Real Estates Private Limited,  
50, Jawaharlal Nehru Road,  
Floor II,  
Kolkata - 700 071



Ref: Agreement for Sale dated 31<sup>st</sup> day of August, 2018 of Residential Flat no. Ground C, on the ground floor, measuring carpet area approximately 644 (Six Hundred Forty Four Only) square feet, super built-up area approximately 1050 (one thousand fifty only) square feet, comprised in the Block named Garnet forming part of the Said Complex named "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102 executed between Ideal Real Estates Private Limited & Others and Mr. Suyash Agarwal and Anr.

Sub: Second Demand Notice for payment of an amount of Rs. 863038/- received against advances paid for the residential flat along with interest.

My client: Suyash Agarwal having his office at 66/1A, Baithakkhana Road, 1st floor, Kolkata - 700 009

Dear Sir,

I under instructions from and on behalf of my above named client, i.e. Mr. Suyash Agarwal having his office at 66/1A, Baithakkhana Road, 1st floor, write to you as follows:

*Suyash Agarwal*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

It is well within your knowledge that pursuant to an agreement of sell dated 31.08.2018 (hereinafter referred to as "the agreement"), entered into by you along with my client in respect of Residential Flat no. Ground C, on the ground floor, measuring carpet area approximately 644 (Six Hundred Forty Four Only) square feet, super built-up area approximately 1050 (one thousand fifty only) square feet, comprised in the Block named Garnet forming part of the Said Complex named "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102 was to be constructed and handed over to my client on or before March' 2020 with a grace period of 12 months. In pursuance thereof an amount of Rs.644447/- (Rupees Six lacs forty four thousand four hundred forty seven only) was received by you from my client towards the consideration of the said residential flat. The receipt of the said amount is already well within your knowledge.

However, despite of paying the advance amount duly as per the terms of the agreement, the said residential flat is not yet completed and no possession has been given to my above named client till date.

Despite of prolonged delay in giving possession of the said residential flat to my client, you the addressee issued a letter dated 10.02.2021 to my above named client in respect to Cancellation of Flat/Unit No. Ground C in Block - Garnet in "Ideal Aquaview" at Mouza Mahishbathan, P.S. Electronics Complex, Sector - V, 24 Parganas (North), Pin - 700 102 (the residential flat booked by my client). My client immediately replied to the said letter on 1<sup>ST</sup> March, 2021 intimating you the addressee, the present status and the mala fide intention of you to cancel the said residential flat relying upon wrong submissions in the said letter dated 10.02.2021 further and also apprised you of the real facts and your wrongful conduct. Further, refund of the advance amount was sought by my client in his reply dated 1<sup>st</sup> March, 2021. A copy of the said letter dated 1<sup>st</sup> March, 2021 issued by my client demanding refund of Rs. 854308/- along with interest till 28<sup>th</sup> February, 2021 is attached herewith for your ready reference.

*Suryan Aggarwal.*

MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

Further, it is submitted that as per the clause 12.3 of the said agreement, my client is entitled to a refund of amount paid by him to you till date along with an interest at the rate of 12% per annum in case you fail and/or neglect to deliver possession of the said flat and appurtenances within the completion date.

Therefore, taking into consideration the negligent and callous attitude evident from your conduct it is clear and comprehensible that the said residential flat will evidently not be delivered by your good self within the time frame as specified in the Agreement. Hence it is once again requested that the amount given to you i.e., Rs. 644447/- (Rupees Six Lac forty four thousand four hundred forty seven only ) shall be refunded to the below mentioned account along with interest @ 12% charged from 22-05-2018 till 05-04-2021 the total amount for Rs. 863038/-

The details of the bank account where the claim amount to be credited are as follows:

	(1)	(2)
Name of the Bank:	Karnataka Bank Ltd	Karnataka Bank Ltd
Account holder's Name:	Suyash Agarwala	Sonal Agarwal
A/c No:	4342500100641201	4342500100851001
IFSC Code:	KARB0000434	KARB 0000434
MICR Code:	700052003	700052003

In the light of the above facts and contentions, I hereby, on behalf of my client once again call upon you to pay the aforesaid amount of Rs.863038/- (Rupees Eight lacs sixty three thousand thirty eight Only) along with interest @ 12% per annum received by you from my client within 7 (seven) days from the date of receipt of this notice failing which my client shall take necessary legal steps, civil or criminal which includes lodging of a complaint before the West Bengal Housing Industry Regulatory Authority against your good office and shall also claim all costs and damages which may arise in future course of action or has already arisen and you will be solely liable and responsible, which you please note.

*Suyash Agarwal*



MR. SITIKANTHA MITRA, ADVOCATE  
CALCUTTA HIGH COURT  
OFFICE: 8, RAMANANDA CHATTERJEE STREET  
KOLKATA- 700009  
EMAIL- [adv.sitikantha.mitra07@gmail.com](mailto:adv.sitikantha.mitra07@gmail.com)  
Mobile No. - 8240394581

This is without prejudice to my client's other rights, contentions or remedies in the matter.

Thanking You

Yours Faithfully,

*Sitikantha Mitra,*

SITIKANTHA MITRA. (Phone no - 8240394581)  
ADVOCATE  
CALCUTTA HIGH COURT.

*Sujon Agarwal*

**INTEREST CALCULATION AGAINST PAYMENT TO IDEAL REAL ESTATE PRIVATE LTD**

**Account : SUYASH AGARWAL**

22-05-2018	168000.00	22-05-2018 to 31-03-2019	12%	314	17343.12	
		01-04-2019 to 31-03-2020	12%	365	20160.00	
		01-04-2020 to 31-03-2021	12%	365	20160.00	
		01-04-2021 to 15-04-2021	12%	15	828.49	
11-07-2018	154223.00	11-07-2018 to 31-03-2019	12%	264	13385.71	
		01-04-2019 to 31-03-2020	12%	365	18506.76	
		01-04-2020 to 31-03-2021	12%	365	18506.76	
		01-04-2021 to 05-04-2021	12%	5	253.00	
	322223.00				109143.85	431366

**Account : SONAL AGARWAL**

22-05-2018	168000.00	22-05-2018 to 31-03-2019	12%	314	17343.12	
		01-04-2019 to 31-03-2020	12%	365	20160.00	
		01-04-2020 to 31-03-2021	12%	365	20160.00	
		01-04-2021 to 15-04-2021	12%	15	828.49	
11-07-2018	154224.00	05-07-2018 TO 31-03-2019	12%	270	13690.02	
		01-04-2019 to 31-03-2020	12%	365	18506.88	
		01-04-2020 to 31-03-2021	12%	365	18506.88	
		01-04-2021 to 05-04-2021	12%	5	253.00	
	322224.00				109448.40	431672

Total amount Rs, 863038/-

*Confirmed by  
Surya Kumar Bhandari  
(Accountant)  
05/04/2021*

*Suryash Agarwal.*