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sairakeshpt@gmail.com

NIRMALYA GHOSH, BSC. (H), LL.B

Advocate
Sealdah Criminal Court, Bar Library
Room No. 201, Sealdah

Chamber & Resi:

143/1, Indra Biswas Road, P.O. Belgachia

Kolkata-700037

Mob: 9339506403/9903184131

e-mail: nirmalyaghosh1955@gmail.com

21.06.2019

By speed post with A/d

To Shri Satchidananda Mitra Proprietor, M/s Sona Enterprise 13, Bangur Avenue, Block-% P.S. Laketown, Kolkata-700055

To Smt. Renu Bala Paul 58/56 Nagendra Nath Road P.S. Dum Dum, Kolkata-700028

Sir/Madam,

Re: Deed of Conveyance made on 8th May, 2017 in respect residential flat on the 3rd floor measuring 940 sq.ft. more or less super built up area being No. 3A, situated at premises No. 58/56, Nagendra Nath Road, P.S. DumDum, Kolkata-700028

My client: Sri Sibsankar Koley son of Gunamoy Koley of Flat No. 3A, 3rd floor at premises No. 58/56, Nagendra Nath Road, P.S. DumDum, Kolkata-700028

Under instructions and on behalf of my above named client who has handed over to me the relevant documents, I write as follows:-

1) I bring to your attention that my client entered into an Agreement for Sale dated 19th January, 2005 between Smt. Renu Bala Pal wife of Late Gopinath Pal as VENDOR, M/s Sona Enterprise represented by its proprietor Sri Satchidananda Mitra as Builder/Confirming Party and my client as Purchaser.

- 2) That my client has paid a sum of **Rs. 7,12,500/-** (Rupees seven lakh twelve thousand five hundred only) as full consideration for purchase of residential flat No. 3A on 3rd floor measuring more or less **940 sq.ft**. super built up area situated at premises No. 58/56, Nagendra Nath Road, P.S. DumDum, Kolkata-700028 and this amount of Rs. 7,12,500/- (Rupees seven lakh twelve thousand five hundred only) was received by **Satchidananda Mitra**.
- 3) **Smt. Renu Bala Pal** has not been made a party to the deed of conveyance executed on 8th May, 2017 which was registered at the office of the Additional Registrar of Assurances IV, Kolkata and registered in Book No. I, Volume No. 1904-2017, page from 185676 to 185725, being No. 190404295 for the year 2017 with an ulterior motive to cheat my client and to evict him from the flat in future.
- 4) In the said Deed of Conveyance nowhere it has been mentioned that the sole landlady **Smt. Renu Bala Pal** has sold, transferred, conveyed and assigned the said house property in favour of the Builder **M/s Sona Enterprise** or its proprietor **Sri Satchidananda Mitra**.
- 5) As per 3rd schedule referred to (common portion, section-A) the right of user in common has been granted Water Treatment Plant (Item No. g) and Lift and Lift Machinery (Item No. h) although these two equipments have not been installed in the building. It is a false statement.
- 6) My client demanded from you several times to handover the copy of Completion Certificate (C.C.) issued by the Local Municipality but you never bothered to handover the said document. It proves that you have not obtained C.C. from the appropriate authority before handing over the physical possession to the purchasers of several flats in that building.

Under this circumstances I, being the advocate of my client call upon you the explanation in respect of charges framed against both of you for registering the Deed of Conveyance containing false statement, false personification and abetment before the Registering Authority is an offence under Registration Act and dishonest of fraudulent execution of Deed of Transfer containing false statement of consideration is a serious offence under the provisions of the Indian Penal Code (I.P.C.). Both of you have intentionally made false statements in the Deed of Conveyance executed on 8th May, 2017.

Further please note that if a fresh Deed of Conveyance is not executed within **30 (thirty) days** from the date of receipt of this notice, my client shall be compelled to lodge F.I.R. and initiate criminal case against both of you without any further reference. Please note that all cost and expenses including stamp duty, registration fees and other relevant charges for execution of fresh Deed of Conveyance shall be bourne by you.

Yours faithfully,

Nirmalya Jhogh (NirmalyaGhosh)

Advocate