

Ayan Sarkar

Advocate

Howrah Civil Court Bar Association, Room No. 2

D.R.T. - KOLKATA

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To,

**MRS. BHARATI DAS (Mobile No. 9007281585),
Uttarayan Apartment, 2nd Floor, Panchabati,
Natagarh Main Road, P.O. Natagarh
Dist. North 24 Parganas, West Bengal, PIN- 700113**

Sir/Madam,

**My Client: Maa Batai Construction, sole proprietor Sushil Kumar Sharma,
472/2, Sarat Chatterjee Road, Shibpur, Howrah- 711103;**

Under instruction of my client named above, I do hereby give you this reply & Notice you against the letter addressed to my client dated 22.01.2021/ Ref No. AF/REG/001/2020-2021.

That I have found each and every allegation thereby made by you is baseless, harassing and motivated. That it is fact that you have booked the Flat No. 201 on the 2nd floor, at Maa Batai Apartment, located at village & P.O. Jhorehat, P.S. Sankrail, Dist. Howrah on 30.09.2018 and prior execution of the said Agreement the said Flat was completely ready for residential use (except extra works as per your choice) including all amenities and facilities attached therewith for common purposes of the said building.

Further that at the time of booking the said Flat my client had already completed the G+4 structure building and after having verified all documents on title of my client, as well as the land owner, existing G+4 structure building, building sanction plan and internal finishing work of the said Flat you being satisfied thereof entered into the said Agreement for Sale, and you know without satisfied communication and acceptance no contract can be made.

That since after execution of the said Agreement you have always violated the terms and conditions in payment schedule as embodied in the said booking Agreement and did not make payment to my client appropriate amount in time according to development of the project, in spite of repeated reminders, follow-ups and vigorous persuasions you intentionally have not paid the instalment amounts phase-wise towards the consideration amount of the said Flat as per terms of the said Agreement for Sale, and please note my client had enough grounds to cancel the Agreement due to non-payment of consideration within time but on sympathised ground my client refrained for doing the same.


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Further that after said booking Agreement according to your instructions my client thereby made addition extra work for modification and beautification of the said Flat, for which you have not paid single rupee to my client for the said extra cost.

That my client have proof that on 17.12.2020 you informed my client to provide to draft a copy of Deed of Conveyance for registration of your flat and you repeatedly called my client and his Advocate (under signed Advocate) to provide the same as early as possible and to register the conveyance within the month of December 2020, but surprisingly after having received the same from my client without paying any Advocate fees, you have sent the said letter to my client with some baseless and motivated ground, to make further delay in purchase the said Flat with further conspiracy against my client.

That with regard to the Paragraph No. 2 of you said Letter, the allegations thereby made is also baseless, that Agreement was made with you for to sell a self-contained residential flat on the Second Floor, and your said Flat including the said entire 2nd floor has valid sanction plan.

“NOTE: The Flat you have booked on the Second Floor and the said floor has valid sanctioned Plan as well, all other co-occupants of the said building have been residing in the said building peacefully with full common amenities and facilities of the building, meanwhile you are intentionally creating more problems in a false way against my client, which is absolutely with your ill motive and intension.”

That it was informed to you prior to execution of the said Agreement that the foundation work of the said building was built to for construction of a G+4 building thereon and structural design of steel, beams and columns were also designed and constructed for G+4 building but due to the then circumstances the sanction was taken for G+3 building but there are enough structural stability of the said G+4 building as the actual structural design was prepared for construction of G+4 building thereof, but it is needless to mention the alleged terms and conditions of the said Agreement for Sale now you are complaining with your motivated

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conspiracy was drafted & prepared according to your direction for approval of your Housing loan from your Banker.

Please also note there is no scope of decrease of Common portions of the building, all common portions, common stair, lobbies, Lift and all other common amenities and facilities have been constructed and provided according to sanctioned plan and also all co-occupants of the G+4 building will enjoy and use the same for common purpose, and the price of super built-up area is being taken including the total consideration is according to West Bengal Apartment Ownership Act, 1972 that your allegation on decrease of common space and land is absolutely groundless.

Also be informed that, the final exterior finishing work and exterior painting of the building will be completed under the supervision of the other co-owners (buyers association) of the building at the cost of the Developer, as the co-occupants of the said G+4 building informed & requested my client to do the same according to their common choice, whereas you might be a member of said buyers association after the purchase the said Flat without blaming the wrong against my client.

It is known to you that my client have already submitted the as made plan of the said G+4 (for approval of Fourth Floor) building with the Howrah Zilla Parisad, and the same has been accepted by the said authority and site inspection also has been completed but due to near Assembly election of West Bengal said process is being delayed and the approved G+4 plan, occupancy certificate (if any) will be submitted to the owner's association (also to you) of the said building as and when will the same will be obtained from the said authority.

That you are not at all financially looser and being harassed ^{by} my client, moreover delay and failure of timely payment ^{by} you made my client financially loser due to rapid growth of price of the building materials, and also sending various letters with false allegations, agenda, and defamatory statements towards my client you are intentionally trying to disrepute the goodwill and fame of his firm, Please note due to your failure of timely payment my client had options to sell the said unit to other


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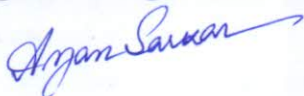
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ready intending buyer(s) by cancelling your agreement, but my client didn't do the same due to sympathized ground towards you.

Considering the all allegations made by you in the said letter towards my client surprisingly after **three years** of your booking Agreement it is found that you are intentionally trying to make delay in purchase the said flat making some false and baseless ground thereof, that all the co-occupants of the said G+4 building have been residing thereof peacefully and have been enjoying all common amenities and facilities of the building and no one of the said occupants have any grievances and complaint against my client (the Developer) but you have intentionally is trying to raise disputes with various frivolous grounds to prolong the purchase of the flat and to harass my client for your personal ego and ill motive.

Finally I do hereby inform you on behalf of my client that Residential Flat, extra work for addition, alteration and modification within the said Flat as per your instructions along with all common amenities and facilities of the said G+4 building has been completed and ready to use in all respect, Hence, I do hereby give you this reply as well as this NOTICE to take possession and to complete the purchase the said Flat by paying balance consideration amount of the said Flat by executing and registering the necessary conveyances within one month from date of receipt of this Letter failing which refund of your all booking amount will be initiated by my client immediately after the said date and my client shall have no option to Cancel the Agreement For Sale dated 11.08.2017 and to sell the same to other intending buyer(s), and you will not be entitled to get any relief from any forum on the actual facts and grounds as mentioned in this letter. And further if you again intentionally try to make delay in purchase sending letter(s) by compiling other frivolous grounds legal action will be taken against you without any further reference.



A D V O C A T E

Dated: 21.02.2021.

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