

Satyabrata Bandyapadhyay

M.COM., I.R.P.M (CAL).LLB

Advocate. High Court, Kolkata,

CHAMBER : 33/2, Umesh Mukherjee Road, P.O. & P.S: Belgharia, 17 Pally, Dipayan Apartment, Kolkata – 700056

RESIDENCE : 35/1/D, UMESH MUKHERJEE ROAD P.O. & P.S: BELGHORIA, Radha Gobindo Dham, 17 Pally. Kolkata-700056, Mob : 9830078701

Ref No.....

Date:.....

To
SRI ALWIN PHILIPS
SON OF K.P.PHILIPOSE
MANAGING DIRECTOR OF GMG DEVACON PRIVATE LTD
RESIDING AT 63D, RAJA RAM MOHON ROY ROAD, KOLKATA- 700082

My Client :- SRI BABLOO JAISWAL, SMT RINKU JAISWAL AND SMT LALATI DEVI

SUBJECT:- LEGAL NOTICE FOR PROVIDING DEED OF CONVEYANCE IN FAVOUR OF MY CLIENTS WITH IN ONE MONTH, AFTER ACKNOWLEDGING THE RECEIPT OF THIS LEGAL NOTICE, OTHERWISE YOU ARE REQUESTED TO REFUND THE FULL EARNEST MONEY WHATEVER PAID AS ADVANCE ALONG WITH PAY COMPENSATION, LEGAL, INCIDENTAL, OTHER CHARGES AND PENALTIES RS 20,00000/ (RUPEES TWENTY LAKH ONLY) SINCE YOU HAVE FAILED TO COMPLY WITH THE TERMS AND CONDITIONS- FOR PLOT NOS. 397 AND 398 (FOR BABLOO JAISWAL), PLOT NO 394 (FOR RINKU JAISWAL) AND PLOT NO 399 (FOR LALATI DEVI) SITUATED AT MOUZA- ASUTI, J.L.NO.-29, R.S- 505, 493, 499 AND 513, P.S:- MAHESTALA.

Dear Sir,

I have been duly authorized and specifically instructed by my above captioned client to send you legal Notice with reference to your Declaration through Affidavit for allotments of plot dated 21-12-2012. I do hereby serve upon you the following legal notice without prejudice to my rights and contentions to state facts which have not been enumerated here for the save of brevity as under.

1. That my client is a Prestigious person and have had a lot of social esteem in the society.
2. That my clients intended to purchase plot of lands vide **PLOT NOS. 397 AND 398 (FOR BABLOO JAISWAL), 394 (FOR RINKU JAISWAL) and PLOT NO 399(FOR LALATI DEVI)** situated at Mouza- ASUTI, J.L.NO.-29, R.S- 505, 493, 499 and 513, P.S:- MAHESTALA, from your company M/S GMG DEVACON PVT LTD. Represented by its MANAGING DIRECTOR Sri Alwin Philips Son of K.P.Philipose of the Company under name and style of the project GMG HEAVEN CITY.
3. That a declaration through Affidavit executed on 21-12-2012 duly notarized before the Notary Public Alipore and the detail norms and regulations in respect of handover, possession, penalty, compensations and deed of conveyance to be provided are all enumerated on that Declaration. My client on the basis of that declaration paid amount of consideration value at different dates in equal installments..That my client paid the consideration value as per your declaration but this is unfortunate you have not bothered to execute deed of conveyance as well as you have not yet given possession letter in favour of my clients in spite of getting and enjoying the maximum consideration value.

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4. That as regards that the said declarations you agreed to comply with all terms and condition within the stipulated period from the date of execution that declaration, , failing which that you will be bound to pay the compensation and penalties @ 25 % on the Advance paid amount and this Agreement for sale will be cancelled/ nullified/ revoked, and my client shall have no other option but to take refund the full amount as paid in advance as well as compensation, penalties and legal charges failing to provide deed of conveyance within one month in favour of my clients..That my clients have repeatedly followed up in respect of registration of the Plot but you have not yet paid any heed to the same more over you have given lot of false commitment which does not deserve from you end by my client..
5. That this is pertinent to note that you have no honest and strong desire to sell and have fraud intention . you are deliberately avoiding my clients intentionally and are giving false commitment.
6. That I therefore call upon you to make payment of full earnest money whatever paid by my clients along with a sum of Rs 20,00,000/(RUPEES Twenty Lakh Only) as penalties, incidental, other charges and compensation due to non compliance the terms and conditions within one month after acknowledging the notice..
7. In that circumstances I call upon you to pay the full amount of consideration value whatever received by you of said plot of land along with compensation, incidental, other legal charges and penalties Rs 20,00,000 (Rupees Twenty Lakh) within one month positively without further delay , otherwise I have clear instruction to my client to cancel the said Sale Agreement . My client shall be constrained to to file a suit and shall have no other option but to intimate the fact to the local Police Station for your illegal fraud activities and bad intention to give possession and registration in favour of my clients intentionally in due time., My client shall lodge a complaint against you treating F.I.R in the local police station for unlawful Activities. I have also clearly instructed my client to initiate legal proceeding to the appropriate Forum and Court both criminal and civil for fair justice and remedy without any further reference to you. You shall be held liable and responsible for all incidental legal cost, compensation, penalties, damages, all charges and in consequence thereof at your own risk. This notice is served upon you without prejudice to my client's rights contention and claim. A copy of this legal notice is kept in my chamber for future reference.

Sincerely yours

Satyabrata Bandyopadhyay

Advocate.High Court Calcutta