Annexure-01

Summary & Details of Complaint, Correspondences & Ground of Claim

Part – (A) Summary of the case: —

(1). Two advertisements were published in the Bengali newspaper "Ananda Bazar Patrika" one on 19th October 2013 and again the other one republished on 7th December 2013.

(a) As per those two "advertisements" a "Mini Township" with internal roads, drainage, water, electricity etc. was going to be developed where plots of "Land" said to be sold to individual purchasers for constructing their own houses.

(b) It was declared in those advertisements that, POSSESSION of the plots of lands will be given within March 2016.

(c) Minimum price of a plot will be around Rs. 5.7 lacs.

(d) Sale agreement will be drawn immediately upon initial payment of 30% of the full amount and the balance 70% shall have to be paid in 36 equal monthly instalments at 0% interest.

(e) A mobile number 9830083120 was also published so that interested persons may contact.

(2). Accordingly, the APPLICANT (PURCHASER) telephoned at that mobile number 9830083120 and thereby found Mr. Subrata Mondal who introduced himself as a representative of the RESPONDENTS (Promoter).

(3). Mr. Subrata Mondal, the representative of the RESPONDENTS, gave one "BROCHURE" to the APPLICANT wherein details about the subject project named as "Kalyani City Enclave" were illustrated matching with the payment and other terms as given in the advertisement.

(4). Upon various interactions and/or discussions with the RESPONDENTS, the Applicant's husband finally decided to purchase four plots each of area 4 cottahs for a total area of 16 cottahs. Thereafter, it was informed by Mr. Subrata Mondal that one small corner plot measuring 2 cottah (plot № 36) is available in the same project "Kalyani City Enclave". The Applicant decided to purchase this plot. After few months another corner plot (plot № 27) adjacent to the earlier plot № 36 also became available as informed by Mr. Subrata Mondal. So, the Applicant decided if this plot № 27 is also purchased then these two plots i.e. 36 and 27 together shall form a larger rectangle having roads on three sides for better use in future for her daughter.

(5). From the BROCHURE, the two such corner plots were so chosen that, those two corner plots were contagious with each other in such a manner that they together formed a large rectangular land of 2 + 2 = 4 cottahs with roads on three sides and also as per the brochure, the plots were situated at a distance of around 550–575 feet from the main road "Kalyani Expressway" highway near Shyamnagar, North 24 Paragana district, West Bengal.

(6). The plot numbers of the said two corner plots are 27 (renumbered afterwards as 42) and 36 (renumbered afterwards as 46).

(7). This particular complaint pertains to plot № 36 (renumbered afterwards as 46) because this plot has a separate "Sale Agreement" dated 14-03-2014. The consideration amount of for this plot is Rs. 5,77,000/-. The other complaint for plot number 27 (renumbered afterwards as 42) is being lodged separately.

(8). When first visited the site, the entire area was seen to be slushy land and unapproachable and thereby no plots were physically identifiable. The plots were chosen from the Brochure only.

(9). The APPLICANT (the PURCHASER) in good faith paid the part of the initial amount against the total consideration amount of Rs. 5,77,000/- as Rs. 1,73,100/-and thereupon the "Sale Agreements" were signed between the two parties on 14-03-2014.

(10). The APPLICANT thereafter diligently paid the balance instalments and thereupon the entire payment of Rs. 5,77,000/- was completed on 20-02-2017.

(11). After completing the FULL PAYMENT the APPLICANT and her husband jointly requested the RESPONDENT in several occasions to carry out registration of the plots, but the RESPONDENT did not take any prompt action for carrying out registration.

(12). Not getting effective response from the RESPONDENT towards carrying out registration of the plots, the APPLICANT and her husband under compulsion started with written correspondences with the RESPONDENT from 05-08-2017 onwards.

(13). But the RESPONDENT remained evasive and reluctant to carry out registration of the plots. All the correspondences exchanged between the parties as well as legal notices etc. are listed under "Details of the Case" in "Table № 3" giving significances of each communication therein.

(14). The RESPONDENT was remained so reluctant for carrying out registration that, once in August 2017 they wrote one email that, "due to implementation of GST the West Bengal Government is yet to decide the fees for registration, mutation or conversion etc." That was a WRONG STATEMENT by the RESPONDENT as there was no stalemate situation in any Registry Office in West Bengal.

(15). The reluctances of the RESPONDENT were so severe and so intolerable that in February 2018, the APPLICANT and her husband were compelled to lodge complaints against the Respondent in Lake Police Station.

(16). Thereafter when the RESPONDENT started giving the "Draft Sale Deeds" in March 2018 those were found to be full of errors and omissions.

(17). Thereafter the process of corrections and modifications thereof were repeated from both ends. Subsequently on 12-06-2018, the RESPONDENT gave the "Draft Sale Deeds" and asked the APPLICANT, "Please confirm if it is ok." But, the RESPONDENT did not attach the "Site Plans" from which the "DISTANCE" of the plots from the main road could be seen. While not showing the said "DISTANCE" they pressurised the APPLICANT and her husband by writing "Please expedite registration."

(18). There was no mention in the "Draft Sale Deeds" when POSSESSION of the plots will be given. Whereas, the Applicant proposed on 29-07-2018 that POSSESSION should be given within two days after registration is over. But the Respondent disagreed to give POSSESSION within any definite time. The Respondent virtually disregarded the letter of the APPLICANT dated 29-07-2018.

(19). Therefore, under such compulsion the APPLICANT could not declare those "Draft Sale Deeds" as OK, since several omissions, errors and mismatches existed in those "Drafts" more particularly without having any "Site Plan".

(20). The RESPONDENT thereafter started arm-twisting the APPLICANT to carry out registration immediately but registration to be carried out with those "DEFECTIVE" 'Draft Sale Deeds' only without making any further correction. The Respondents wrongfully assumed by themselves and started claiming that those "Draft Sale Deeds" were accepted as final by the APPLICANT and her husband.

(21). On the other hand the APPLICANT and her husband remained requesting the RESPONDENT to clarify the "DISTANCE" and the matter of POSSESSION in the "Draft Sale Deeds".

(22). When after several written requests the RESPONDENT gave the "Site Plans" as late as on 10-07-2018, there was no mention of "DISTANCE" of the plots from the main road. This was obviously not acceptable to the APPLICANT and her husband.

(23). From thence onwards to till date the "Draft Sale Deeds" and the "Draft Site Plans" remained as PRE-MATURED stage. But as per RESPONDENT those are FINALISED.

(24). The RESPONDENT thereafter wrongfully started pressurizing the APPLICANT to complete the registration of the plots but keeping the errors and omissions "AS IT IS" and also wrongfully started blaming the APPLICANT that the Applicant is not carrying out registration.

(25). Thereafter, correspondences and legal notices went on exchanged between the parties.

(26). The RESPONDENT will not disclose at what "DISTANCE" the plots are situated; also they will not disclose when they will complete the development works; the RESPONDENT will also not disclose when they will give the POSSESSION of the plots; the Respondent will not make any correction to the 'defective' deeds. Therefore, carrying out registration under such an intimidating condition will be nothing but a PAPER-FORMALITY, which certainly could not be agreed by any sensible purchaser.

(27). Recently on 22-11-2019, it has become known from one letter dated 09-11-2019 (received on 22-11-2019) that, The RESPONDENT all of certain had cancelled the "Sale Agreement" unilaterally. The Respondent while doing such wrongful action informed to be blaming the APPLICANT for not carrying out registration. The Respondent did not give any NOTICE to the APPLICANT while they unilaterally cancelled the Sale Agreement. It is unknown what was the compulsion for the Respondents to cancel the Sale Agreement unilaterally particularly when, there was NO LOSS to the RESPONDENT since the FULL AMOUNT was already paid to them long ago.

(28). As on date no effective DEVELOPMENT works are carried out by the RESPONDENT in the project so that one can inhabit there. One set of recent PHOTOGRAPHS of the Project "Kalyani City Enclave" is enclosed herewith as **Annexure — ZX**, [4 pages]

(29). The RESPONDENT is utilising the entire hard earned money of the APPLICANT in their business and earning PROFIT from that while the APPLICANT is suffering.

(30). Since, the AGREEMENT has been CANCELLED unilaterally by the RESPONDENT therefore, it is not possible to agree for registration with 'defective' "Draft Sale Deeds" and 'defective "Draft Sketched Schedules" which were lying at a PRE-MATURE stage, thus the APPLICANT has no other alternative than to lodge this subject complaint and beg before the Honourable Authority to kindly take necessary steps against the RESPONDENT so that the entire amount can be refunded with interest and with compensation whatsoever admissible in Law.

Part – (B) Details of the case: —

1. During the year 2013, the Applicant and her husband noticed one advertisement published in the Bengali newspaper "Ananda Bazar Patrika" on 19th October 2013. In that advertisement, the advertiser displaying a mobile number of 9830083120 proclaimed that, a "Mini Township" is being developed at Shyamnagar in North 24 Paragana District on "Kalyani Highway" with club, festival plaza, school, lake, play ground, 20/30 feet wide road etc. In that "Mini Township" residential plots

of land will be sold to individual purchasers for building their own houses. The said advertiser (mobile №. 9830083120) also announced in that advertisement that possession of such plots will be given by March 2016. The said advertisement further displayed that, initial payment will be 30% upon which Sale Agreement will be drawn and remaining amount of 70% to be paid in 36 equal monthly instalments at 0% interest. The minimum selling price for a Plot of land will be around Rs. 5.7 lacs. It is pertinent to mention here that, this same advertisement was re-published on 07th December 2013 in the same newspaper. The Applicant thereupon telephoned at that mobile number i.e. 9830083120 and thereby contacted with Mr. Subrata Mondal who introduced himself as a representative of the Respondent [copy of the advertisement dated 19-10-2013 and dated 07-12-2013 are enclosed herewith as **Annexure-A** [1 page] and **Annexure-B** [1 page] respectively]

2. The Applicant and her husband thereafter met with Mr. Subrata Mondal the representative of the Respondent who informed the Applicant that, the Respondent is presently engaged in developing the subject "Mini Township" by the name of "Kalyani City Enclave" situated beside the "Kalyani Expressway" highway near the Shayamnagar Railway Station. It was further stated that small and moderate sized residential plots will be promoted and developed by the Respondent in the name of "Kalyani City Enclave", which shall have internal black-top roads, drainage, electricity, water, sanitation, water bodies, parks, transformer etc. and all other amenities to form as a "Mini Township". The Applicant was assured by the said representative of the Respondent that the development works for the proposed township is already started and shall be completed soon and possession thereof will be given within March, 2016 as already displayed in the newspaper advertisement published. The "Payment Terms" was also elaborated by him which was more or less same as what was displayed in the aforementioned newspaper advertisements, i.e. initially 30% of the consideration amount to be paid upon which "Sale Agreement" will be drawn and thereafter the balance 70% shall have to be paid in 36 equal monthly instalments without interest. A BROCHURE of

the proposed “Kalyani City Enclave” was also handed over to the Applicant by the Respondent. This brochure was later became an integral part of the SALE AGREEMENT executed afterwards. A copy of the BROCHURE is annexed herewith and marked as **Annexure –C**. [5 pages]

3. Accordingly the Applicant and her husband visited the site as shown to them by Mr. Subrata Mondal. The area was slushy and muddy and therefore was unapproachable so as to identify the plots physically on ground. Therefore, the plots chosen by the husband of the Applicant for purchase only by seeing through the BROCHURE. The Primary reason of choice of plot № 220, 221, 232 and 233 by the Applicant’s husband by seeing through the BROCHURE in the project “Kalyani City Enclave” was because those four plots together formed a bigger rectangular area having roads on two sides of that rectangle so formed. The four plots of lands were noticed to be situated around 750-800 feet from the main road “Kalyani Expressway” highway. Each such plot comprising of 4 cottah of area therefore all these aforementioned four plots together will form a 16 cottah of rectangular land. After some time it was informed by Mr. Subrata Mondal that one small corner plot measuring 2 cottah (plot № 36) is available in the project nearer the main road “Kalyani Expressway”. The Applicant decided to purchase this plot. After few months another corner plot (plot № 27) adjacent to the earlier plot № 36 also became available as informed by Mr. Subrata Mondal. So, the Applicant decided if this plot № 27 is also purchased then these two plots i.e. 36 and 27 together shall form a larger rectangle having roads on three sides for better use in future for her daughter

4. Accordingly, the Applicant and her husband Arindam Mitra decided to purchase some plots of lands in their respective names as per details furnished hereinafter: —

Table № 1 —

Details of all the plots of land purchased by Mrs. Shyamali Mitra (the applicant) and her husband Mr. Arindam Mitra: —

Sl. №	Purchaser	Plot №	Plot area (cottah)	Consideration price (Rs.)	Booking date	Date of agreement for sale	Full consideration amount paid on
1	Applicant	36 (renumbered afterwards as 46)	2	5,77,000/-	3rd February 2014	14th March 2014	20th February 2017
2	Applicant	27 (renumbered afterwards as 42)	2	5,30,000/-	26th August 2014	10th October 2014	28th August 2018
Sub-total (A) amount in respect of the Applicant				11,07,000/-	Rupees eleven lacs seven thousand only.		
3	Applicant's husband	220.	4	10,61,600/-	3rd November 2013	19th January 2014	24th November 2016
4	Applicant's husband	232.	4	11,54,400/-	3th November 2013	19th January 2014	24th November 2016
5	Applicant's husband	221.	4	10,50,600/-	8rd November 2013	19th January 2014	24th November 2016
6	Applicant's husband	233.	4	11,42,600/-	8th November 2013	19th January 2014	24th November 2016
Sub-total (B) amount in respect of the Applicant's husband				44,09,200/-	Rupees forty four lacs nine thousand two hundred only.		
Grand Total (A + B)				55,16,200/-	Rupees fifty five lacs sixteen thousand two hundred only.		

5. In obedience with the payment terms, the Applicant sincerely paid the entire consideration amount of Rs. 5,77,000/- for plot № 36 (renumbered afterwards as 46) and Rs. 5,30,000/- for plot № 27 (renumbered afterwards as 42) respectively through several Bank Cheques totalling to Rs. 11,07,000/- which were transferred into the Bank A/c of the Respondent. This particular complaint is related to plot № 36 (renumbered afterwards as 46) only. therefore, details of all payments made by the APPLICANT to the RESPONDENT in respect of plot № 36 (renumbered afterwards as 46) only is furnished hereinafter [for other plots separate complaints are being submitted]: —

Table № 2 —

Sl. №	Cheque №	Cheque date	Name of the Bank	Clearing date to the Respondent A/c	Total Cheque amount for plot № 36 (Rs.)	Remarks
1	058156	03-02-2014	AXIS Bank, Belghoria	07-02-2014	Rs. 50,000.00	Upon payment of these amounts the Sale

Sl. №	Cheque №	Cheque date	Name of the Bank	Clearing date to the Respondent A/c	Total Cheque amount for plot № 36 (Rs.)	Remarks
2	000010	07-03-2014	Bank of Baroda, Belghoria	11-03-2014	Rs. 1,23,100.00	Agreement was made on 14-03-2014.
3	000012	07-03-2014	Bank of Baroda, Belghoria	27-03-2014	Rs. 11,200.00	1st EMI out of 36.
4	000013	07-04-2014	Bank of Baroda, Belghoria	08-04-2014	Rs. 11,220.00	2nd EMI out of 36.
5	000014	07-05-2014	Bank of Baroda, Belghoria	08-05-2014	Rs. 11,220.00	3rd EMI out of 36.
6	000015	07-06-2014	Bank of Baroda, Belghoria	09-06-2014	Rs. 11,220.00	4th EMI out of 36.
7	000019	07-07-2014	Bank of Baroda, Belghoria	31-07-2014	Rs. 11,220.00	5th EMI out of 36.
8	000020	07-08-2014	Bank of Baroda, Belghoria	08-08-2014	Rs. 11,220.00	6th EMI out of 36.
9	000021	07-09-2014	Bank of Baroda, Belghoria	09-09-2014	Rs. 11,220.00	7th EMI out of 36.
10	000022	07-10-2014	Bank of Baroda, Belghoria	09-10-2014	Rs. 11,220.00	8th EMI out of 36.
11	000023	07-11-2014	Bank of Baroda, Belghoria	11-11-2014	Rs. 11,220.00	9th EMI out of 36.
12	000024	07-12-2014	Bank of Baroda, Belghoria	09-12-2014	Rs. 11,220.00	10th EMI out of 36.
13	000031	07-01-2015	Bank of Baroda, Belghoria	08-01-2015	Rs. 11,220.00	11th EMI out of 36.
14	000032	07-02-2015	Bank of Baroda, Belghoria	09-02-2015	Rs. 11,220.00	12th EMI out of 36.
15	000033	07-03-2015	Bank of Baroda, Belghoria	09-03-2015	Rs. 11,220.00	13th EMI out of 36.
16	000034	07-04-2015	Bank of Baroda, Belghoria	08-04-2015	Rs. 11,220.00	14th EMI out of 36.
17	000035	07-05-2015	Bank of Baroda, Belghoria	08-05-2015	Rs. 11,220.00	15th EMI out of 36.
18	000036	07-06-2015	Bank of Baroda, Belghoria	09-06-2015	Rs. 11,220.00	16th EMI out of 36.
19	000037	07-07-2015	Bank of Baroda, Belghoria	08-07-2015	Rs. 11,220.00	17th EMI out of 36.
20	000038	07-08-2015	Bank of Baroda, Belghoria	10-08-2015	Rs. 11,220.00	18th EMI out of 36.
21	000028	07-09-2015	Bank of Baroda, Belghoria	22-09-2015	Rs. 11,220.00	19th EMI out of 36.
22	000029	07-10-2015	Bank of Baroda, Belghoria	08-10-2015	Rs. 11,220.00	20th EMI out of 36.
23	000030	07-11-2015	Bank of Baroda, Belghoria	09-11-2015	Rs. 11,220.00	21st EMI out of 36.
24	158402	07-12-2015	IDBI Bank, Salt Lake	08-12-2015	Rs. 11,220.00	22nd EMI out of 36.
25	158418	07-01-2016	IDBI Bank, Salt Lake	15-01-2016	Rs. 11,220.00	23rd EMI out of 36.
26	158419	07-02-2016	IDBI Bank, Salt Lake	09-02-2016	Rs. 11,220.00	24th EMI out of 36.
27	158420	07-03-2016	IDBI Bank, Salt Lake	08-03-2016	Rs. 11,220.00	25th EMI out of 36.
28	158421	07-04-2016	IDBI Bank, Salt Lake	08-04-2016	Rs. 11,220.00	26th EMI out of 36.
29	158422	07-05-2016	IDBI Bank, Salt Lake	09-05-2016	Rs. 11,220.00	27th EMI out of 36.
30	158423	07-06-2016	IDBI Bank, Salt Lake	08-06-2016	Rs. 11,220.00	28th EMI out of 36.
31	179288	07-07-2016	IDBI Bank, Salt Lake	03-08-2016	Rs. 11,220.00	29th EMI out of 36.
32	179289	07-08-2016	IDBI Bank, Salt Lake	09-08-2016	Rs. 11,220.00	30th EMI out of 36.
33	179290	07-09-2016	IDBI Bank, Salt Lake	08-09-2016	Rs. 11,220.00	31st EMI out of 36.
34	179291	07-10-2016	IDBI Bank, Salt Lake	10-10-2016	Rs. 11,220.00	32nd EMI out of 36.
35	179292	07-11-2016	IDBI Bank, Salt Lake	08-11-2016	Rs. 11,220.00	33rd EMI out of 36.
36	179302	07-12-2016	IDBI Bank, Salt Lake	08-12-2016	Rs. 11,220.00	34th EMI out of 36.
37	210417	07-01-2017	IDBI Bank, Salt Lake	20-02-2017	Rs. 11,220.00	35th EMI out of 36.
38	210418	07-02-2017	IDBI Bank, Salt Lake	20-02-2017	Rs. 11,220.00	36th EMI out of 36.
T O T A L					5,77,000.00	

Enclosures related to full payment: —

(a) Copies of the receipted cheques — **Annexure - D** [17 pages]

(b) The corresponding pages of the Bank Pass Books/ Bank Statements — **Annexure - E** [19 pages]

(c) The "Comprehensive Full and Final Payment Receipt" issued by the Respondent in respect of plot № 36 (renumbered afterwards as 46) **Annexure – F** [1 page]

(d) Copy of SALE AGREEMENT dated 14-03-2014 for plot № 36 (renumbered afterwards as 46)
Annexure - G [10 pages]

6. Upon payment of the entire consideration amount for plot № 36 was paid as shown in the table № 2 hereinbefore, the Applicant along with her husband requested the Respondent to carry out the registration. But the Respondent was reluctant to do so. Thereafter, series of communications were exchanged between the Applicant and the Respondent. The list of correspondences showing significance thereof is furnished hereinafter ad seriatim: —

Table № 3 —

List of communications between the PURCHASER and the PROMOTER with brief description of the contents: —

Sl. №	Details of the communication with its signification
1	(A) DATE: — 05-08-2017, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 05-08-2017, (E) Letter № /email: —email dated 05-08-2017 (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –H**, [2 pages] (G) Signification of this communication: — The Applicant and her husband requested the Respondent for carrying out registration of all the six plots, i.e. plot № 220, 221, 232, 233, 36 and 27, since the full amounts of the five plots were paid except a small amount for plot № 27 which was promised to be paid before registration.
2	(A) DATE: — 07-08-2017, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 08-08-2017, (E) Letter № /email: —Janapriyo Real Estate Pvt Ltd/ Kalyani City Enclave/ Arindam Mitra & Shyamali Mitra/ Plot № 27-36-220-221-232-233/02, by REGISTERED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –I**, [4 pages] (G) Signification of this communication: — In continuation with the previous email dated 05-08-2017 [Ref: Sl. № 1 hereinbefore], the Applicant and her husband submitted this request letter as a reminder and confirmation to the Respondent for carrying out registration of all the six plots.

Sl. №	Details of the communication with its signification
3	(A) DATE: — 13-08-2017, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 13-08-2017, (E) Letter № /email: —email dated 13-08-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –J**, [2 pages] (G) Signification of this communication: — In continuation with the previous email dated 05-08-2017 [Ref: Sl. № 1 hereinbefore] and the previous letter dated 07-08-2017 [Ref: Sl. № 2 hereinbefore], the Applicant and her husband submitted this request letter again as a reminder to the Respondent for carrying out registration of all the six plots.
4	(A) DATE: — 19-08-2017, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 19-08-2017, (E) Letter № /email: —email dated 19-08-2017 (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –K**, [1 page] (G) Signification of this communication: — The Respondent gave a WRONG STATEMENT by witting in this email that, "Owing to implementation of G.S.T. the West Bengal Government could yet to take any concrete decision regarding fees of registration, mutation and conversion. Therefore the Applicant has to wait till Durga Puja festival 2017". But it was verified from various Registration Office in West Bengal that there was no impediment for registration and allied process in the West Bengal Government offices due to implementation of G.S.T.
5	(A) DATE: — 30-08-2017, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 01-09-2017, (E) Letter № /email: — Janapriyo Real Estate Pvt Ltd/ Kalyani City Enclave/ Arindam Mitra & Shyamali Mitra/ Plot № 27-36-220-221-232-233/04, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –L**, [5 pages] (G) Signification of this communication: — The Applicant and her husband went to the office of the Respondent on 27-08-2017 and explained the Respondent that there is no stalemate situation in West Bengal offices for carrying out registration etc. and in case whatsoever extra fees needed that will be duly paid by the complainant. Accordingly, the Applicant and her husband reminded and requested the Respondent to carry out the registration of the six plots please. But the Respondent declined all appeals of the Applicant and her husband. Therefore, from sl. № (1) to (5) it is proved that,

Sl. №	Details of the communication with its signification
	the Respondent was so far EXTREMELY RELUCTANT to carry out the registration of the plots while receiving full consideration amounts.
6	(A) DATE: — 28-10-2017, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 28-10-2017, (E) Letter № /email: —email dated 28-10-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –M**, [1 page] (G) Signification of this communication: — Through this email four attachments were sent, mentioning that these were nothing but "sample of draft copy". Therefore, NO EFFECTIVE STEP was so far taken by the Respondent towards carrying out registration till this date.
7	(A) DATE: — 06-01-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 08-01-2018, (E) Letter № /email: — Letter of demand for registration of the plot numbers 27, 36, 220, 221, 232, 233 — lying and situated at Kalyani City Enclave, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –N**, [3 pages] (G) Signification of this communication: — The advocate of the Applicant Mr. Suman Adhikary issued one Legal notice to the Respondent requesting for carrying out registration of the six plots of lands. Six "Draft Sale Deeds" were also proposed therewith for consideration of the Respondent. This notice was served under compulsion since the four sample draft sale deeds were full of errors and thereby could not be relied upon any more. The Respondent ignored to respond the legal notice. This said legal notice remained unanswered by the Respondent till today. Therefore, this proves the RELUCTANT ATTITUDE of the Respondent and at the same time it proves that, the Respondent right from the beginning HARASSED the Applicant.
8	(A) DATE: — 05-02-2018, (B) FROM: — The Applicant, (C) TO: — Lake Police Station, 18, Gariahat Road (S), Kolkata – 700068, (D) Received on: — 05-02-2018, (E) Letter № /email: —NIL, delivered by hand, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –O**, [2 pages] (G) Signification of this communication: — When requests after requests failed, when appeals after appeals ignored, when legal notice remained unanswered, then it was a compelling situation for the Applicant to become frustrated. As such, a written complaint was lodged to Police Authority requesting their help

Sl. №	Details of the communication with its signification
	for getting the plots registered as the full amount has already been paid. Therefore, through the support of these communications, it is hereby proved that, the Respondent do HARASSED the Applicant in conducting registration.
9	(A) DATE: — 10-02-2018, (B) FROM: — The Applicant, (C) TO: — Lake Police Station, 18, Gariahat Road (S), Kolkata – 700068, (D) Received on: — 10-02-2018, (E) Letter № /email: — NIL, delivered by hand, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –P**, [2 pages] (G) Signification of this communication: — In continuation with the earlier complaint lodged on 05-02-2018 this complaint was also lodged to the Police Authority by means of submission of some copies of other documents and again requesting the Police to help for getting the six plots of land registered.
10	(A) DATE: — 09-03-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 09-03-2018, (E) Letter № /email: —email dated 09-03-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –Q**, [1 page] (G) Signification of this communication: — The Respondent sent the Full and Final Payment Receipts for Plot № 36 and 27. Some amount in case of Plot № 27 was remained still due at that point of time.
11	(A) DATE: — 10-03-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 10-03-2018, (E) Letter № /email: —email dated 10-03-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –R**, [1 page] (G) Signification of this communication: — The Respondent sent the Full and Final Payment Receipts for Plot № 220, 221, 232 and 233.
12	(A) DATE: — 16-03-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 16-03-2018, (E) Letter № /email: —five “Draft Sale Deeds” in respect of plot 220, 221, 232, 233 & 27 were given by hand by Mr. Subrata Mondal the Representative of the Respondent, (F) Signification of this communication: —

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	Five "Draft Sale Deeds" given by the Respondent through their representative Mr. Subrata Mondal, in respect of plots numbers 220, 221, 232, 233 & 27 (renumbered afterwards as 42)
13	(A) DATE: — 22-03-2018, (B) FROM: — The Applicant, (C) TO: — Lake Police Station, 18, Gariahat Road (S), Kolkata – 700068, (D) Received on: — 22-03-2018, (E) Letter № /email: — NIL, delivered by hand, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –S**, [1 page] (G) Signification of this communication: — In continuation with the previous two complaints lodged with the Police Authority, this 3rd complaint was additionally lodged by submitting some additional information and once again requesting the Police Authorities for their kind help in getting possession of the land for living in that area.
14	(A) DATE: — 22-03-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 22-03-2018, (E) Letter № /email: —email dated 22-03-2018, one "Draft Sale Deed" was sent by the Respondent to the Applicant, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –T**, [12 pages] (G) Signification of this communication: — The "Draft Sale Deed" in respect of Plot № 36 was provided. Also, it was first time intimated by the Respondent that the Plot № 36 has been changed to 46 without changing the location.
15	(A) DATE: — 28-03-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 28-03-2018, (E) Letter № /email: —email dated 28-03-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –U**, [2 pages] (G) Signification of this communication: — The six "Draft Sale Deeds" given by the Respondent [five on 16-03-2018 and one on 22-03-2018] were found to be comprising of large number of errors and/ or omissions. To the extent possible, the errors were rectified by the Applicant and attached with this email for further scrutiny and for further necessary correction by the Respondent. The Applicant and her husband expressed their uncertainty in this email that there could possibly many other errors could be remaining unnoticed. Also, through this email the Applicant and her husband requested before the Respondent for giving physical possession and registration.

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	The Applicant also asked some other queries from the Respondent. In the evening of the same day, a meeting was convened by the Lake Police Authority at the Lake Police Station in presence of the Applicants and the Respondent as a result of the complaints earlier lodged [Ref: serial numbers (8), (9) and (13) in this Table]. In the said meeting, the Respondent assured in presence of the Police Authority that the development works are going on in full swing and will be completed very soon.
16	(A) DATE: — 04-04-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 04-04-2018, (E) Letter № /email: —email dated 04-04-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –V**, [4 pages] (G) Signification of this communication: — 1) In this email, the Respondent referred to the meeting held at the Lake Police Station on 28-03-2018. Also, the Respondent sent six "Draft Sale Deeds" allegedly declaring those as in "Final Form". But it was observed by the Applicant and her husband that these "Draft Sale Deeds" were consisting of many errors and/or omissions. Therefore, those cannot be considered as in "Final Form" as was wrongly claimed by the Respondent. 2) It was also intimated by the Respondent in the said email dated 04-04-2018 that, the "Site Plans showing physical position will be attached with the sale deeds. Those "Site Plans" shall form as part and parcel of the indenture". But, in reality no "Site Plan" was given till 10-07-2018 that too after issuing of requests and reminders by the Applicant and her husband.. Therefore, the six "Draft Sale Deeds" were never in the "final form" particularly without attaching the said "Site Plans". 3) The Respondent in the said email dated 04-04-2018 intimated that the "Development" works of the project is going on and will be completed soon. But it is noteworthy that, practically no effective development work is done even today so that one can habitat there. Therefore, the Respondent gave a false assurance. One set of recent PHOTOGRAPHS of the Project "Kalyani City Enclave" showing that no effective development works are carried out by the Respondents, is enclosed herewith as **Annexure — ZX**, [4 pages] 4) The Respondent also intimated that the Plots were merely renumbered without changing the location and physical position. But, it was subsequently established that the RESPONDENT GAVE A FALSE STATEMENT in the said email. Since the renumbering of Plot № 27 (said by the Respondent to be in Daag № 1356 of Mouza Bidyadharpur) into a new number of 42 (said by the Respondent to be in Daag № 1318 of Mouza Bidyadharpur) was obviously by means of changing its physical position and location since being different in their respective Daag number. 5) In this said email, the Respondent also announced that, possession will be given after development. Whereas, in the newspaper advertisements, the Respondent already announced that the DEVELOPMENT works will be completed and possession thereby will be given within March 2016. But till date NO DEVELOPMENT WORK has been done by the Respondent. Since, no development works has been carried out even today, therefore the

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	intention was to make the registration as nothing but a paper-formality that too with a defective-deed. This is an unjustified intention on part of the Respondent. One set of recent PHOTOGRAPHS of the Project "Kalyani City Enclave" is enclosed herewith as **Annexure — ZX**, [4 pages] 6) From the aforementioned references it is therefore proved that, this delay in giving possession and delay in conducting registration and delay in completing effective development works, as well as giving the aforementioned false statement etc. all together caused harassment and huge mental agony to the Applicant for no fault of the Applicant. Therefore, by virtue of such wrongful conduct the Respondent made the Applicant entitled for appropriate compensation. 7) Therefore, due to such inactions and/or wrongful actions of the Respondent since inception to till 04-04-2018 the delay is solely attributable to the Respondent.
17	(A) DATE: — 08-06-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 08-06-2018, (E) Letter № /email: — email dated 08-06-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –W**, [1 page] (G) Signification of this communication: — 1) The six "Draft Sale Deeds" given by the Respondent to the Applicant's husband on 04-04-2018 were modified and corrected in places upto extent could be noticed by the Applicant and her husband and thereby sent to the Respondent for their final acceptance and comments on those corrections and modifications. 2) It was also intimated that some doubts and queries were existing regarding those six drafts which will be jotted down and will be placed afterwards before the Respondent for their clarification. 3) The email sent by the Applicant and her husband on 08-06-2018, was NEVER declared as "Full and Final and Satisfactory in all respect". Therefore, those remained as at pre-matured stage. 4) The copies of documents enclosed herewith manifests by themselves that the "Draft Sale Deeds" were at PRE-MATURED STAGE, since not at all finalised by the Applicant, and therefore those are still lying at pre-mature stage as on today particularly when the "Site Plan" was given at a later date of 10-07-2018. It was impossible for the Applicant to ascertain the correctness of the GROUND POSITION of the plots before receipt of the said "Site Plans".
18	(A) DATE: — 12-06-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 12-06-2018, (E) Letter № /email: — email dated 12-06-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –X**, [1 page]

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	(G) Signification of this communication: — 1) The Respondent sent one email on 12-06-2018 to the Applicant's husband attaching therewith the six "Draft Sale Deeds". Through this said email the Respondent specifically asked the Applicant that "Please confirm if it is ok" and also insisted the Applicant by mentioning "Please expedite registration". 2) But till that date i.e. upto 12-06-2018, there was no "Draft Sketched Schedule/ Site Plan" was given by the Respondent. Therefore, it is meaningless that, without giving the aforementioned essential information the Respondent unnecessarily insisted the Applicant to expedite registration. Therefore, carrying out registration with inadequate information was impossible for the Applicant. 3) The Respondent ignored the contents of the email dated 08-06-2018 of the Applicant wherein it was particularly mentioned that, the Applicant still have "some doubts and queries existing within those six drafts which will be jotted down and will be placed afterwards before the Respondent for their clarification". Neglecting such intimation of the Applicant, the Respondent one-sidedly and wrongfully treated those six Drafts Sale Deeds as "Final" and thereby insisted the Applicant "to expedite the registration" that too without giving the "Site Plans". Therefore, the "Draft Sale Deeds" were not at all finally accepted and not at all in "final form" so as to go ahead for registration
19	(A) DATE: — 20-06-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 20-06-2018, (E) Letter № /email: — email dated 20-06-2018, (F) Enclosed herewith: — Copy of this email enclosed herewith as **Annexure –Y**, [1 page] (G) Signification of this communication: — 1) As per the version of the Respondent themselves [Ref email dated 04-04-2018] "Draft Sale Deed" cannot be considered as complete until and unless the "Site Plan" is attached with that. But the Respondent did not provide any "Site Plan". Therefore, the Applicant compelled to request through this email to the Respondent to give the "Site Plans". Therefore, without giving the "Site Plans" there was no possibility to expedite registration. 2) Without having any idea where the plots are situated, particularly at what "DISTANCE" from the main road "Kalyani Expressway" or from any other permanent structure, then it was impossible for the Applicant to go ahead for registration as had been pressurised by the Respondent in the email dated 12-06-2018 unnecessarily. 3) The Respondent was promised to give possession within March 2016, whereas after getting full payment from the Applicant, they even could not give the actual position of the plots. Since NO DEVELOPMENT WORKS were done, it was therefore impossible to even physically identify where the plot is actually situated and/or existing. 4) Therefore, without knowing the location of the plots, the "Draft Sale Deed" was not in a status to finalise as had been incorrectly pressurised by the Respondent to carry out registration upon the Applicant. 5) Therefore, without knowing the "DISTANCE" it was not possible for the Applicant to ascertain

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	the exact "Mouza and Daag number etc." within which the plot of land is physically situated. 6) Therefore the delay in giving possession and delay in conducting registration and delay in completing effective development works, delay in giving correct and appropriate draft sale deeds, delay in giving draft sketched schedules/ Site Plans (essentially required to be supplemented with the draft sale deeds), as well as giving false statement by the Respondent all together caused enormous harassment and huge mental agony to the Applicant for no fault of the Applicant. The documents are enclosed with this complaint in support of this.
20	(A) DATE: — 01-07-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 01-07-2018, (E) Letter № /email: — email dated 01-07-2018, (F) Enclosed herewith: — Copy of the email enclosed herewith as **Annexure –Z**, [2 pages] (G) Signification of this communication: — 1) The Applicant and her husband after sending the request email on 20-06-2018, waited till 01-07-2018 expecting that, the Respondent will give the "Site Plans". But the Respondent did not any botheration to the said request of the Applicant and they did not give the "Site Plans". 2) Therefore, under compulsion the Applicant and her husband sent this REMINDER email on 01-07-2018 again requesting the Respondent to give the "Site Plans". 3) It is interesting to note that, in the email of 12-06-2018, the Respondent insisted the Applicant by mentioning "Please expedite registration" but without giving the "Site Plans and/or Draft Sketched Schedules". It means they intended to get the registration without giving adequate opportunity to the Applicant to comprehend where and/or at what "DISTANCE" the plots of lands are actually situated on the ground. Therefore, the Respondent intended to complete the registration as kind of nothing but merely a PAPER-FORMALITY without making the Applicant aware of the location of the plots. 4) Therefore, for such inactions and/or wrongful actions of the Respondent the entire delay is solely attributable to the Respondent. In this way it is thus proved that, the Respondent do harassed the Applicant causing enormous mental agony for which the Applicant is entitled for appropriate compensation. Documents in support of this are enclosed herewith.
21	(A) DATE: — 10-07-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 10-07-2018, (E) Letter № /email: — email dated 10-07-2018, (F) Enclosed herewith: — Copy of the email enclosed herewith including Site Plan for plot № 36 (renumbered afterwards as 46) as **Annexure –ZA**, [3 pages] (G) Signification of this communication: — 1) After sending two reminders consecutively by the Applicant and her husband one on 20-06-2018 and another on 01-07-2018, the Respondent ultimately gave six "Draft Sketched Schedules / Site Plans" as late as on 10-07-2018, i.e. one month from the date of their previous

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	email dated 12-06-2018 in which they wrongly pressurised the Applicant and her husband "Please expedite registration" since without giving the "Site Plans". Therefore, this delay on one month is solely attributable to the Respondent. 2) Therefore, it is thus proved that, the Respondent was reluctant and falsely insisting the Applicant in such a manner that the Applicant becomes agreeable to carry out registration but without having any idea about the exact ground location of the plots. 3) Therefore, it is thus established herein that till 10-07-2018, the Respondent is solely responsible for not carrying out registration. This has thus obviously nothing but harassment to the Applicant by the Respondent.
22	(A) DATE: — 29-07-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 30-07-2018, (E) Letter № /email: — JPRE/KCE/42-46-220-221-232-233/2018/34, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZB**, [11 pages] (G) Signification of this communication: — a. After receiving the six "Draft Sketched Schedules/ Site Plans" from the Respondent as late as on 10-07-2018, the Applicant thereafter got a chance to verify the PHYSICAL POSITION of the plots. There was no scope left with the Applicant to examine the GROUND LOCATIONS of the plots without having those "Site Plans". b. The Applicant noticed from the "Site Plans" given by the Respondent as late as on 10-07-2018 that, there was no mention of any "DISTANCE" of the plots from the "Main Road" Kalyani Expressway Highway or from the "Main Gate" of the project or from any other permanent structure within or nearby the project in those "Site Plans". Therefore, it had been found that the "PHYSICAL POSITION" of the plots remained undefined and unknown. c. It was noticed from the information given by the Respondent till 10-07-2018 that their own statements and/or information are self-contradicting in terms of "Mouza and Daag numbers" of the Plots vis-a-vis in contrast with the "Boundary Descriptions" of the plots as well as those of the corresponding Mother Deeds and Mouza maps etc. as declared by the Respondent themselves. Such errors and/ or mismatch and / or omissions were of such an extent that, there is no possibility of any existence of the plots on the ground. d. Under such a compelling situation the Applicant wrote a letter dated 29-07-2018 as referred herein. This letter was sent by the Applicant jointly with her husband to the Respondent by SPEED POST. e. In this said letter dated 29-07-2018, the Applicant and her husband requested before the Respondent to mention the "DISTANCE" in the "Draft Sketched Schedules/ Site Plans" from the main road "Kalyani Expressway or from the main gate or from any other permanent structure nearby. Accordingly, the Applicant prepared and enclosed with this letter six fresh "Draft Sketched Schedules/ Site Plans" in such a manner the "DISTANCE" from the main road was shown considering the "DISTANCE" given in the Brochure. This DISTNCE is an obligatory factor to identify the plots on ground. f. Also the Applicant proposed that, "possession should be given within two days from the

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	date of registration of the plots". g. It may be agreed that merely knowing the name of the "Mouza" and the "Daag number", the plot of land cannot be identified on the ground and its location shall remain undefined. h. This letter was not replied by the Respondent till date.
23	(A) DATE: — 02-08-2018, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 02-08-2018, (E) Letter № /email: — email dated 02-08-2018, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZC**, [1 page] (G) Signification of this communication: — This email was for confirmation to the letter dated 29-07-2018 sent to the Respondent.
24	(A) DATE: — 03-08-2018, (B) FROM: — The Respondent, (C) TO: — The Applicant, (D) Received on: — 03-08-2018, (E) Letter № /email: — email dated 03-08-2018, (F) Enclosed herewith: — Copy of this email enclosed herewith as **Annexure –ZD**, [1 page] (G) Signification of this communication: — 1) In this email dated 03-08-2018, the Respondent wrote an objectionable comment as "the Applicant has adopted a never ending process". But that comment of the Respondent was untrue but humiliating to the Applicant as explained hereinafter 2) It is noticeable that, the full payment of Rs. 55,16,200/- was already paid by the Applicant and her husband to the Respondent. Therefore, there is no gain to the Applicant in prolonging the process of Registration and simultaneously there is no loss to the Respondent in case the registration is deferred back for a few period of time for whatsoever the reason may be. When several errors and omissions in the "Draft Sale Deeds" and the "Draft Sketched Schedules/ Site Plans" were noticed by the Applicant, then it was not possible for the Applicant to become agreeable without correcting those errors and omissions before the registration. 3) The Applicant on 29-07-2018 requested before the Respondent to include a clause that to give possession of the plots within two days from the date of registration. But the Respondent virtually declined to that. It means the Respondent do not want to give POSSESSION of the plots at all or at an unknown and undefined time. 4) The Respondent virtually declined to implement the inclusion of the "Revised Draft Sketched Schedules/ Site Plans" proposed by the Applicant on 29-07-2018 in which the matter of "DISTANCE" was shown by the Applicant. Therefore, it implies that, the Respondent does not want to show the "DISTANCE" on the "Site Plans". 5) Needless to mention that, the "DISTANCE" of the plots from the Kalyani Expressway Highway shall be essentially required so as to identify the PHYSICAL POSITION of the land, then

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	without having this information nobody will be able to IDENTIFY the whereabouts of the location of the plots on ground. Therefore, by intending to hide the "DISTANCE" it implies that the Respondent does not want to allow the Applicant to visualise where his plot is actually located. 6) The Respondent in the referred email further humiliated the Applicant by referring the proposal dated 29-07-2018 of the Applicant as mere "Confusions". The Respondent although wrongfully defined the legitimate requests of the Applicant as "confusion" but failed to give any clarification till date why those requests/ proposals are "confusion". 7) Since the Respondent termed the entire proposal for amendment dated 29-07-2018 of the Applicant as nothing but "confusion", it is therefore, implies that, the Respondent was absolutely rigid with the "Draft Sale Deeds and the Draft Sketched Schedules/ Site Plans". Therefore, the Respondent in other words declined to apply any further modification to the errors and omissions even though pointed out by the Applicant. 8) Hence, question arises that, why the Respondent shall not give possession of the plots within two days from the date of registration as had been requested by the Applicant in the letter dated 29-07-2018? This question remained unanswered by the Respondent till today. 9) Another important question naturally arises that, why the Respondent does not want to show the "DISTANCE" of the plots from the main road "Kalyani Expressway" or from any other permanent structure on the nearby ground as had been requested by the Applicant through her proposal dated 29-07-2018? This question also remained unanswered by the Respondent till today. 10) The Respondent instead of giving any effective reply to the letter dated 29-07-2018, merely redirected the Applicant to their lawyer that too at their outskirt office at Kalyani at an unknown address which was very much inconvenient to the Applicant to attend. The Respondent virtually turned down all the requests of the Applicant by means of defining those as "confusion". Therefore, the Applicant found it will be meaningless to go and meet the advocate of the Respondent when his requests were already turned down by the Respondent as nothing but mere "confusion". 11) When possession will not be given by the Respondent at any definite date even after paying the full amount of Rs. 55,16,200/- by the Applicant and her husband, also when the Applicant will not be allowed by the Respondent to identify the plots, then carrying out registration under such an intimidating conditions shall be NOTHING BUT MERELY A PAPER-FORMALITY. How can anyone agree to such erroneous six "Draft Sale Deeds" and six "Draft Sketched Schedules/ Site Plans" and carry out registration, or more particularly such PAPER-FORMALITY? 12) Therefore, this email dated 03-08-2018 cannot be regarded as a reply of the Respondent to the letter dated 29-07-2018 of the Applicant owing to the reasons explained herein.
25	(A) DATE: — 13-08-2018, (B) FROM: — Khaitan & Co. LLP, the advocate of the Applicant, (C) TO: — The Respondent, (D) Received on: — 14-08-2018, (E) Letter № /email: — SNP, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZE**, [2 pages]

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	(G) Signification of this communication: — 1) Since the Respondent did not give any appropriate reply of the letter dated 29-07-2018 of the Applicant and also because the said reasonable requests of the Applicant were virtually turned down by the Respondent that too by naming everything as "confusion", then the Applicant did not have any other option than to approach their advocate Khaitan & Co. LLP for suggestion. 2) The Advocate of the Applicant Khaitan & Co.LLP sent a legal notice to the Respondent on 13-08-2018 requesting them for a meeting immediately on any day between 4 pm to 7 pm at the office of the Khaitan & Co. to resolve all the issues.
26	(A) DATE: — 12-09-2018, (B) FROM: — Mr. Manankar Ray, the advocate of the Respondent, (C) TO: — Khaitan & Co. LLP, the advocate of the Applicant, (D) Received on: — 12-09-2018, (E) Letter № /email: — NIL, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZF**, [3 pages] (G) Signification of this communication: — The advocate of the Applicant, Khaitan & Co. LLP issued one legal notice to the Respondent on 13-08-2018. In reply to that legal notice, the advocate of the Respondent Mr. Manankar Ray under instruction of the Respondent sent this letter. The following points are primarily noticeable in this reply of Mr. Manankar Ray: — 1) In the reply of the said legal notice, the advocate of the Respondent Mr. Manankar Ray under instruction of the Respondent could not appropriately represent the true facts of the case, seemingly owing to under-informed or wrongly informed to him by the Respondent, particularly, Mr. Manankar Ray, the advocate of the Respondent, could not able to mention anything about that communication which was sent by the Respondent on 04-04-2018 to the Applicant, in which at its point № (7), the Respondent declared that, "Site Plans showing physical position of the plots will be part and parcel of the Indenture" which shall clearly define the physical position of the plot on the ground. When 3 ½ months after from the date of that communication i.e. from 04-04-2018, the said "Site Plans" were given by the Respondent on 10-07-2018, those did not have any mention of the factor of "DISTANCE" from the "Kalyani Expressway" or from any other nearby Permanent Structure, thereby from those "Site Plans" it was impossible for anyone to PHYSICALLY DETERMINE and/or IDENTIFY where the plot of land is actually situated. This was in absolute contrast than what was declared by the Respondent in their communication dated 04-04-2018. 2) Being unable to represent any methodical or reasonable reply to the queries of the Applicant dated 29-07-2018, the advocate of the Respondent Mr. Manankar Ray, seemingly owing to under-informed or wrongly informed to him by the Respondent, wrote several objectionable phrases in his said letter like, "illogical and unnecessary issues", "dragging of registration process with an ulterior motive" etc. which the Applicant condemn as those deserves. 3) The advocate of the Respondent Mr. Manankar Ray, under instruction of the Respondent, gave a wrong statement that "the Applicant has accepted the Schedule and Physical Position", seemingly owing to under-informed or wrongly informed to him by the Respondent. In reality, there is no such "ACCEPTANCE" given by the Applicant, rather on

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	receipt of the "Schedule/ Site Plan" on 10-07-2018, the Applicant noticed that, NO DISTANCE is shown anywhere in those six "Schedules/ Site Plans", owing to such an omission, the Applicant was compelled to prepare fresh six numbers "Schedules/ Site Plans" by himself which were sent to the Respondent on 29-07-2018 for incorporation. Therefore, such a wrong statement of the said advocate was not acceptable to the Applicant. 4) The said advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, merely referred to some of the earlier emails like one dated 28-03-2018, another dated 08-06-2018 and another dated 12-06-2018 through which he unsuccessfully tried to point out that the Applicant already accepted the Draft of the six "Sale Deeds" but in fact his conclusion was untrue. In other words, the said advocate of the Respondent wrongfully tried to mean that, once when the draft sale deeds are finalised by the Applicant there is no further scope left to make any change thereon, even if omissions, errors etc. are noticed even at such a time when registration of the plots are yet to take place. In this connection, the Applicant likes to point out that, the six "Draft Sale Deeds" as well the six "Draft Schedules/ Site Plans" were never finalised by the Applicant. In reality those are till today lying at a PRE-MATURE STAGE. There is NO ACCEPTANCE declared and/or certified and/or NO CONFIRMATION and/or no such communication like "Yes, it is ok and accepted" or "Yes it is confirmed" etc. issued by the Applicant by virtue of which it can be said that the Applicant has accepted the PHYSICAL POSITION of the six "Draft Sale Deeds" and/or the six "Draft Sketched Schedules/ Site Plans". Therefore, such a statement of the advocate Mr. Manankar Ray was a WRONG STATEMENT, seemingly owing to under-informed or wrongly informed to him by the Respondent. 5) Mr. Manankar Ray, the advocate of the Respondent in his reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not explain why the "DISTANCE" from the "Main Road or from the Main Gate" was NOT shown in the "Draft Sketched Schedules". 6) Mr. Manankar Ray, the advocate of the Respondent in his subject reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not explain why the errors in mismatches of Mouza/Daag numbers, as found from the given information by the Respondent, could not be corrected from the "Draft Sale Deeds" and why the proposed "Revised draft sketched schedules/ Site Plans" sent on 29-07-2018 by the Applicant showing the "DISTANCE" therein cannot be accepted by the Respondent. 7) Mr. Manankar Ray, the advocate of the Respondent in his reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, referred back to an earlier communication from the Applicant to the Respondent dated 28-03-2018. The significance of the contents of this communication is already explained at serial number (15) hereinbefore which is clearly in dissonance to the contention of this subject letter of the said advocate of the Respondent. 8) Mr. Manankar Ray, the advocate of the Respondent in his reply, referred back to an earlier communication from the Applicant to the Respondent dated 08-06-2018. The significance of the contents of this communication is already explained at serial number (17) hereinbefore which are clearly in dissonance to the contention of this subject letter of the said advocate of the Respondent. 9) Mr. Manankar Ray, the advocate of the Respondent in his reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, referred back to an earlier

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	communication from the Respondent to the Applicant dated 12-06-2018. The significance of the contents of this communication is already explained at serial number (18) hereinbefore which are clearly in dissonance to the contention of this subject letter of the said advocate of the Respondent. 10) Mr. Manankar Ray, the advocate of the Respondent in his reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, referred back to an earlier communication from the Respondent to the Applicant dated 01-07-2018. The significance of the contents of this communication is already explained at serial number (20) hereinbefore which are clearly in dissonance to the contention of this subject letter of the said advocate of the Respondent. This was a clear REMINDER and there was no scope to be surprised. 11) But the letter of Mr. Manankar Ray, the advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not refer back to that earlier communication which was sent by the Applicant on 20-06-2018 to the Respondent after receiving the email dated 12-06-2018 from the Respondent. For not emphasising the said email of 20-06-2018 is that, through this email the Applicant once requested for "Draft Sketched Schedule". This is interesting to note that the Respondent who was seemingly so hurried for expediting the registration (ref: email dated 12-06-2018) they did not bother to respond to the request email of 20-06-2018 thereby compelled the Applicant to send one reminder email on 01-07-2018. After one month i.e. from 12-06-2018 to 10-07-2018, the Respondent prolonged the process in giving the "Draft Schedules/ Site Plans". Therefore, it is amply clear from the slated documents herein that the Respondent was consistently dragging the registration process and on the contrary wrongfully blaming the Applicant for not carrying out registration. 12) It is noticeable that, the full payment of Rs. 55,16,200/- was already paid. Therefore, there is no gain to the Applicant in prolonging the process of Registration and simultaneously there is no loss to the Respondent in case the registration is deferred back for a few period of time. When several errors and omissions in the "Draft Sale Deeds" and the "Draft Sketched Schedules/ Site Plans" were noticed by the Applicant, then why without correcting those the registration to be done? 13) It is also interesting to note that the response of the Respondent after issue of two requests one on 20-06-2018 and reminder on 01-07-2018 was sent only on 10-07-2018, i.e. almost after one month of providing the "Draft Sale Deeds" and also 3 ½ months from the date when they promised i.e. 04-04-2018. Therefore, the letter of the said advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, intended to focus an incorrect impression that the Applicant is dragging the registration while being in reality the matter is that the Respondent was dragging the registration and thereafter insisted the Applicant to carry out registration that too with such "Draft Sale Deeds" which are unaccepted and with several omissions such as proper "DISTANCE" is kept HIDDEN in the six Draft Sketched Schedules. 14) But the letter of Mr. Manankar Ray, the advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not refer back to that earlier communication through which five numbers of "Draft Sale Deeds" were handed-over by the Respondent to the Applicant only on 16-03-2018 and also another one "Draft Sale Deed" only on 22-03-2018 through email. The said advocate Mr. Manankar Ray could not mention that these six "Draft Sale Deeds" so provided by the Respondent were FULL OF

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	ERRORS; the Applicant being an unprofessional and ordinary person had corrected those errors TO THE EXTENT POSSIBLE and thereby sent back to the Respondent on 28-03-2018. The Respondent should agree that, due to such errors, the process of registration has got prolonged due to no fault of the Applicant and the Respondent is solely responsible for this prolongation. 15) The subject letter of the advocate of the Respondent Mr. Manankar Ray, seemingly owing to under-informed or wrongly informed to him by the Respondent, referred back to another earlier communication sent by the Applicant to the Respondent dated 29-07-2018. The significance of the contents of this communication is already explained hereinbefore at serial number (22). But point-wise reply to this letter was not provided by the Respondent till date whereas in the subject letter dated 12-09-2018 it has been wrongfully denied that the letter dated 29-07-2018 was replied. The Respondent will not be able to show that reply of the letter dated 29-07-2018 of the Applicant even today. Therefore, such a statement of the advocate Mr. Manankar Ray is nothing but a WRONG STATEMENT this has possibly occurred due to inadequate information or wrong information given to him by the Respondent. 16) Pointing out to such old communications the advocate of the Respondent Mr. Manankar Ray, seemingly owing to under-informed or wrongly informed to him by the Respondent, unsuccessfully tried to represent that, the Applicant already accepted the six “Draft Sale Deeds”. This was a WRONG STATEMENT. Such contention of the Respondent cannot be agreed with by the Applicant owing to the reason that the contents of the communication of the Applicant dated 08-06-2018 as referred hereinbefore at serial number (17) which are clearly in dissonance to the contention of this subject letter of the said advocate of the Respondent whereas it had been specifically written therein by the Applicant that “some doubts and queries yet to be resolved”. Hence, this contention of the letter of the advocate of the Respondent dated 12-09-2018 is hereby proved to be wrong. 17) The advocate of the Respondent Mr. Manankar Ray, seemingly owing to under-informed or wrongly informed to him by the Respondent, again referred back to yet another earlier communication sent by the Respondent, to the Applicant on 03-08-2018. The significance of the contents of this communication is already explained hereinbefore at serial number (24) hereinbefore. 18) The advocate of the Respondent Mr. Manankar Ray, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not visualise the complete content of the email of the Respondent dated 12-06-2018, wherein the Respondent asked the Applicant that, “Please confirm if it is ok” whereas such a confirmation was not given till date by the Applicant to the Respondent. Had there been any such “Confirmation” given by the Applicant at all then there would not been any further query or any further exchange of communication thereafter. Therefore, the statement of the Respondent through the aforementioned letter of their said advocate that, “the Applicant has already accepted the schedule and the physical position of the plots” is clearly a WRONG STATEMENT and thereby cannot be agreed with. Nobody can accept “the physical position of the plots” without knowing the “DISTANCE” of its existence from the main road “Kalyani Expressway” or from anywhere on the ground. When that was asked for by the Applicant from the Respondent through various communications, the learned advocate of the Respondent became “surprised” unnecessarily. This had happened since the Respondent did not give proper information to their said advocate. Therefore, it is thus established that, the six

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	"Draft Sale Deeds" are still at premature stage and not yet finalised at all by the Applicant. There was adequate scope still remained to modify the six "Draft Sale Deeds" to make those error-free and omission-free. The Respondent will not be able to show/ display any such "confirmation of the Applicant" as they were wrongfully claiming. It is sure and certain that the Respondent will not be able to show any such "confirmation of the Applicant". 19) Mr. Manankar Ray, the advocate of the Respondent in his reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not elaborate when his client i.e. the Respondent will complete the "DEVELOPMENT" works and also when his client i.e. the Respondent will give "POSSESSION OF THE PROPERTY" to the Applicant in lieu of receipt of full payment. 20) Mr. Manankar Ray, the advocate of the Respondent in his subject reply, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not explain why the issues raised by the Applicant through the letter dated 29-07-2018 are considered by him as "illogical and irrelevant issues" while unable to give any detail and/or any reason thereof in support of his such an objectionable remark. The said advocate of the Respondent in the aforementioned reply could not explain the reason why the issues are "illogical and irrelevant". Therefore the Applicant is compelled to consider such a comment as sheer insult and abuse particularly owing to the absence of any details or reason for commenting in such an indecorous manner. The advocate Mr. Manankar Ray failed to explain the reason why the Respondent considered the legitimate issues so raised by the Applicant on 29-07-2018 can be called as "illogical and irrelevant issues". 21) Mr. Manankar Ray, the advocate of the Respondent in his reply dated 12-09-2018, seemingly owing to under-informed or wrongly informed to him by the Respondent, incorrectly denied that the Respondent did not replied the letter dated 29-07-2018 of the Applicant, since the email dated 03-08-2018 of the Respondent cannot be considered as a reply at all owing to the reasons already explained at serial № (24) hereinbefore. Therefore, the email dated 03-08-2018 of the Respondent should not be considered as A REPLY to the issues raised by the Applicant to the Respondent through the letter dated 29-07-2018. 22) Mr. Manankar Ray, the advocate of the Respondent in his reply dated 12-09-2018, seemingly owing to under-informed or wrongly informed to him by the Respondent, incorrectly blamed the Applicant by way of giving a wrongful comment by stating in his reply that the Applicant is "dragging the registration process with an ulterior motive" while he ignored the following facts: *(a)* That the process of "Dragging of registration" was exclusively due to the wrongful action and/or inactions of the Respondent which started since inception and continuing till date as already explained hereinbefore from serial number (1) to (15) which are clearly in absolute dissonance to the contention of this subject letter of the said advocate of the Respondent. Therefore such a comment of the said advocate, seemingly owing to under-informed or wrongly informed to him by the Respondent, is thus denied and thereby considered to be as insult to the Applicant for no fault of the Applicant. *(b)* That the six "Draft Sale Deeds" sent by the Respondent to the Applicant on 04-04-2018 through one email contained of several errors/omissions. This aspect could not be highlighted by the said advocate of the Respondent. *(c)* Owing to such errors/omissions in the six "Draft Sale Deeds" sent by the Respondent

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	on 04-04-2018, the Applicant felt that some addition/alteration/substitution etc. was unavoidable. For such errors/ omissions the Respondent is responsible and not the Applicant at all. The Applicant therefore compelled to make the corrections to the extent possible by himself and thereafter returned back those to the Respondent on 08-06-2018 while intimating therein that the Applicant still have certain "doubts and queries" as such these six "Draft Sale Deeds" are not at all "FINAL" from the side of the Applicant. *(d)* The said advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, ignored the comments of the Applicant in the aforementioned email dated 08-06-2018, wherein it was mentioned that "there is some doubts and queries which will be placed before the Respondent" and therefore it was expressively declared by the Applicant as "that those Draft-Documents are NOT FINAL at all" which the said advocate of the Respondent could not visualise and thereupon referred the subsequent communications after 12-06-2018. Therefore, the onus of "dragging of the process of registration" is solely belongs to the Respondent and not for any fault of the Applicant. *(e)* The said advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, could not point out that the Respondent gave the six "Draft Sale Deeds" on 12-06-2018 while keeping pending the "doubts and queries" of the Applicant unresolved. The Respondent till that date i.e. 12-06-2018 did not provide any "SKETCHED SCHEDULE", which is in dire dissonance to their own declaration in the Respondent's email dated 04-04-2018 [Ref: point № 7 of sl. № 16 hereinbefore] that "Site Plans" will be appended with the "Draft Sale Deeds" and those will form a part and parcel of the indenture. Thus the Respondent created such a critical situation while unnecessarily they started pressurising the Applicant by mentioning "expedite registration" while keeping the Deed-Documents at a premature stage. Therefore, the remark of the said advocate of the Respondent is incorrect and that was an abuse of the Applicant. On one hand the Respondent is not giving the "Site Plans" on the other hand they are insisting and pressurising the Applicant to expedite registration. *(f)* Therefore the Applicant is compelled to consider such comments as sheer insult and abuse particularly owing to the absence of any details or explanation from the Respondent for commenting in such a manner. 23) In the legal notice dated 13-08-2018, the advocate of the Applicant Khaitan & Co. LLP invited the Respondent for a meeting. But in the subject reply to that invitation dated 12-09-2018, the advocate of the Respondent Mr. Manankar Ray under instruction of the Respondent, rejected that invitation and/or request of the Applicant to attend such a meeting. The said advocate of the Respondent gave a conditional proposal that there could be a meeting exclusively at the premises of the Respondent only. That was in fact inconvenient for the Applicant and her advocates to attend.
27	(A) DATE: — 19-09-2018, (B) FROM: — Khaitan & Co. LLP, the advocate of the Applicant, (C) TO: — Mr. Manankar Ray, the advocate of the Respondent, (D) Received on: — 20-09-2018,

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	(E) Letter № /email: — SNP, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZG**, [3 pages] (G) Signification of this communication: — 1) Since the reply dated 12-09-2018 of Mr. Manankar Ray, the advocate of the Respondent was unsatisfactory and unacceptable, therefore, the advocate of the Applicant Khaitan & Co. LLP under instruction of the Applicant issued another legal notice on 19-09-2018 under compulsion. 2) Denying each and every allegation of the advocate of the Respondent in their letter dated 12-09-2018, the Advocate of the Applicant Khaitan & Co. LLP sent another legal notice to the Respondent illustrating the omissions, errors, mismatches, disparities etc. existing in the six "Draft Sale Deeds" and the six "Draft Sketched Schedules" proposed by the Respondent. 3) The advocate of the Applicant through this legal notice dated 19-09-2018 requested the advocate of the Respondent to make necessary correction/ additions etc. to the six "Draft Sale Deeds" and the six "Draft Sketched Schedules" proposed by the Respondent so that the registration can be done at the earliest., giving another 30 days of time to the Respondent to do so. 4) The said advocate of the Applicant declared explicitly that the Applicant is ready and willing to carry out registration once the requested modifications are made. 5) In this legal notice it was notified that the records reveal that the Respondent harassed the Applicant hugely owing to their misleading and reluctant attitude towards registration of the plots for which appropriate compensation will be claimed by the Applicant from the Respondent. 6) In this subject legal notice it was categorically mentioned by the advocate of the Applicant that it is inconvenient for the Applicant to attend meeting at the premises of the Respondent.
28	(A) DATE: — 22-10-2018, (B) FROM: — Mr. Manankar Ray, the advocate of the Respondent, (C) TO: — Khaitan & Co. LLP, the advocate of the Applicant, (D) Received on: — 25-10-2018, (E) Letter № /email: — NIL, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZH**, [2 pages] (G) Signification of this communication: — Mr. Manankar Ray, the advocate of the Respondent, under instruction of the Respondent, replied the legal notice of the advocate of the Applicant, Khaitan & Co. LLP dated 19-09-2018. In this reply of the said advocate Mr. Manankar Ray, the following points are primarily noticeable: — 1) Mr. Manankar Ray, the advocate of the Respondent, seemingly owing to under-informed or wrongly informed to him by the Respondent, unnecessarily stressed upon for a meeting, but that shall have to be conducted conditionally at the office of the Respondent only not anywhere else, even though it had been specifically intimated that to attend any meeting at the office of the Respondent is inconvenient to the Applicant. This said letter of the advocate of the Respondent could not explain why such a

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	discussion is essential to show the "DISTANCE" in the "Draft Sketched Schedules/ Site Plans" or the "Draft Sale Deeds" of the plots from the main road "Kalyani Expressway" or from any other permanent structure nearby. Therefore, the Respondent was taking shelter of meeting by giving such plea without disclosing anything about the "DISTANCE" of the plots from the main road. It therefore implies that, the Respondent is reluctant to declare the "DISTANCE" of the plots from any permanent structure nearby. Thus if the registration is done with such "defective Draft Sale Deeds", the Applicant could never be able to identify and/or to physically reach at his plot. Since, no meeting was required for providing such an essential data as wrongfully explained by the advocate Mr. Manankar Ray, under instruction of the Respondent, the contents of the letter found to be nothing but a frail pretext of not carrying out proper and error-free registration. 2) From the information provided by the Respondent themselves, a large number of errors and/or mismatch noticed in between contradicting one such information with the other information in respect of Mouza numbers, plot boundary descriptions together with the Mouza maps, Mother Deeds etc.. Queries asked by the Applicant from the Respondent through the letter of their advocate Khaitan & Co. LLP on 19-09-2018, could have been replied by the Respondent without any meeting. The advocate of the Respondent Mr. Manankar Ray, under instruction of the Respondent, could not provide any effective answer to all those queries regarding the errors/ omissions in the Draft Sale Deeds and the Draft Sketched Schedules/ Site Plans. 3) The advocate of the Respondent Mr. Manankar Ray, under instruction of the Respondent, wrongfully denied that, the Respondent never harassed the Applicant. It is thus understandable that, the said advocate was inadequately informed and/or wrongly informed by the Respondent. In reality, the documents enclosed herein shows that right from the inception and even after full payment, the Respondent time to time gave different pretexts for not doing the registration. Once the Respondent gave a wrong plea of GST, sometimes they gave another plea of inadequate information, sometimes they went on giving erroneous "Draft Sale Deeds", once they gave wrong statement that plots are renumbered without changing their position, and even sometimes they delayed in giving the "Site Plans", as late as upto 10-07-2018, and even when they gave the "Site Plan" there was no display of "DISTANCE" in that. All such inactions and/or wrongful actions were clearly nothing but sheer harassments by the Respondent to the Applicant. In fact, the harassments were of such an extent that, the Applicant was once compelled to approach the Police Authorities to resolve the matter. Therefore, the denial of the advocate Mr. Manankar Ray that the Respondent has never harassed was incorrect, this occurred , seemingly owing to under-informed or wrongly informed to him by the Respondent. 4) From the given information itself as was provided by the Respondent, i.e. the Mother Deeds with Mouza & Daag number statements therein, the Applicant noticed several errors/ omissions/ mismatches in the proposed "Draft Sale Deeds" and moreover there was no mention of "DISTANCE" in the "Draft Site Plans" and therefore, the said drafts were never accepted and finalised till date by the Applicant. All these errors/ omissions were pointed out on 29-07-2018 and again on 19-09-2018 and thereafter many times. But the Respondent was visibly reluctant to resolve the issues in writing and till date the Respondent did not provide any correct "Draft Sale Deed" or any correct "Draft Sketched Schedule/ Site Plan showing DISTANCE of the plots therein". On the other hand the

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	Respondent is consistently pressurising to carrying out registration with the "Defective" draft sale deeds and "Defective Site Plans" and particularly without carrying out any effective DEVELOPMENT WORKS in the project "Kalyani City Enclave". This wrongful actions and/or inactions of the Respondent tantamount to nothing but sheer harassment showing the reluctant attitude of the Respondent. Therefore, the denial of Mr. Manankar Ray was incorrect and unacceptable, this has occurred by him seemingly owing to under-informed or wrongly informed to him by the Respondent. 5) This is also wrongly stated by the advocate of the Respondent Mr. Manankar Ray, under instruction of the Respondent that, "the Applicant has suggested some changes", whereas the Applicant after noticing several errors and/or omissions in the "Draft Sale Deeds" and the "Draft Site Plans" merely requested the Respondent to make necessary corrections/implementations to the extent noticed by the Applicant. It appears that the advocate of the Respondent Mr. Manankar Ray was inadequately informed and/or wrongly informed by the Respondent due to which he remarked such incorrect statements. 6) The advocate of the Respondent, under instruction of the Respondent, wrongfully stated that, "the Applicant is unnecessarily dragging the process of registration by raising new issues and/or raising the settled issues again in a separate form". This is an incorrect statement given by the advocate of the Respondent because the documents enclosed herein depicts that, the Respondent themselves right from the beginning do dragged the registration process for a considerable period of time and afterwards when they provided the "Draft Sale Deeds" those were comprising of several errors. Further, when after several requests and reminder of the Applicant the Respondent gave the "Draft Site Plans" those do not have any mention of "DISTANCE" anywhere. Therefore, the Respondent is solely responsible for "Dragging the process of registration" and the Applicant whatsoever communicated afterwards does posses true material values of irregularities and / or omissions given by the Respondent. The said advocate so wrongfully made such comment because seemingly owing to under-informed or wrongly informed to him by the Respondent. 7) Since, the advocate of the Respondent, Mr. Manankar Ray was improperly informed and/or wrongly informed by the Respondent that is why the said advocate wrongfully stated that after receipt of the email dated 12-06-2018 from the Respondent, the Applicant came up with a NEW PLEA of providing the "Site Plans" on 01-07-2018. Such a statement establishes that the said advocate of the Respondent appears to be unaware about the email dated 04-04-2018 sent by his client i.e. the Respondent wherein the Respondent themselves declared that "Site Plans will be attached with the Deeds and shall form as part and parcel of the indenture". Therefore, this was not any "New Plea" as wrongly stated by the said advocate of the Respondent. In fact, from this "List of Correspondences" it can further be seen that, the Applicant first requested for providing "Site Plans" on 20-06-2018 about which the said advocate of the Respondent seems to be unaware. Thereafter when the Respondent did not provide the "Site Plans" till 01-07-2018, the Applicant under compulsion sent one REMINDER on 01-07-2018. Even thereafter as late as on 10-07-2018, the Respondent could found their time to provided the said "Site Plans" which is about one month from the date of 12-06-2018, i.e. the date from when the Respondent wrongfully insisting the Applicant to expedite registration without allowing him to know the "DISTANCE" of the plots from the main road. Therefore,

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	this was not at all any NEW PLEA as wrongly stated. In fact when the Respondent themselves through their email dated 04-04-2018, affirmed that they will provide the "Site Plans" which shall form a part and parcel of the indenture. Thus the Respondent prolonged the process of issue of the said "Site Plans" around 3 ½ months from their commitment date of 04-04-2018. Therefore, the contention of Mr. Manankar Ray was incorrect. Asking for such a compulsory and unavoidable document cannot be regarded as a NEW PLEA and there was no reason for the said advocate to become "Surprised" upon the asking for that by the Applicant. When the Applicant asked for that indispensible document of "Site Plans" on 20-06-2018 and reminder on 01-07-2018, the advocate wrongfully termed those as "New Plea" besides being unnecessarily becoming "Surprised". The Respondent therefore tried to get the registration by pressurising the Applicant to expedite but without providing the "Site Plans" to the Applicant. It appears that the Respondent tried to get the registration done without allowing the Applicant to go through thoroughly and properly. The said advocate of the Respondent could not elaborate about what was that intention of the Respondent to conduct registration of the UNDEVELOPED PLOTS OF LANDS that too without giving the "Site Plans" in advance to the Applicant and hiding the factor of "DISTANCE" of the plots from the main road "Kalyani Expressway" or from any other permanent structure nearby. The said advocate wrote this wrongful statement seemingly owing to under-informed or wrongly informed to him by the Respondent.
	8) The advocate of the Respondent Mr. Manankar Ray wrote an incorrect statement in his reply that, "the issues which have been raised by the Applicant that cannot be resolved through communications, because according to him many such communications have already been exchanged between the parties regarding those issues." But in reality, there exchanged no such communication so far on behalf of the Respondent which gives any particular reply to the errors and/or omissions as pointed out by the Applicant to be existing and/or missing in the "Draft Sale Deeds" or in the "Draft Sketched Schedules/ Site Plans" particularly on letter dated 29-07-2018 and letter dated 19-09-2018. Such errors and/or omissions could very well be corrected by the Respondent for which no such discussion that too conditionally at the office of the Respondent only was unnecessary. The Applicant in several times intimated the Respondent that, it is inconvenient for them to attend any meeting at the office of the Respondent. Then it is unjustified that the Respondent was again and again insisting for that. The said advocate of the Respondent will not be able to refer to any particular communication which had been sent by the Respondent giving the reply to the errors and/or omissions as had been pointed out by the Applicant on 29-07-2018 and on 19-09-2018. More particularly, no "suggestion" was given by the Applicant rather in fact there were many errors and/or omissions which was pointed out by the Applicant and requested the Respondent for removal and/or correction. Therefore this part of the reply of the advocate of the Respondent, Mr. Mankar Ray is totally incorrect as similar as with all other parts of his reply as explained hereinbefore. This has occurred because the said advocate was under-informed or wrongly informed to him by the Respondent.
	9) Other issues in this letter of the said advocate of the Respondent which are common with his previous reply letter dated 12-09-2018 were duly explained hereinbefore and therefore not repeated again herein for the sake of brevity.

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29	(A) DATE: — 13-11-2018, (B) FROM: — Khaitan & Co. LLP, the advocate of the Applicant, (C) TO: — Mr. Manankar Ray, the advocate of the Respondent, (D) Received on: — 14-11-2018, (E) Letter № /email: — SNP, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZI**, [1 page] (G) Signification of this communication: — 1) Since the reply of the advocate of the Respondent dated 22-10-2018 was unsatisfactory, therefore under compulsion the advocate of the Applicant Khaitan & Co. sent another legal notice on 13-11-2018 to the advocate of the Respondent Mr. Manankar Ray requesting the Respondent to provide point-wise reply to the queries already placed in the earlier legal notice dated 19-09-2018. 2) In this legal notice sent by the advocate of the Applicant, it was also notified that, the Respondent is thus delaying the process of registration and dragging the registration by providing erroneous "Draft Sale Deeds" consisting of numerous "mistakes" and/or "omissions" therein that too when pointed out to the Respondent they ignored to respond specifically and pressurised to carry out registration with "Defective Draft Sale Deeds" and without knowing at what "DISTANCE" from the main road the plots are located. 3) As had been already intimated on part of the Applicant that, attending of any meeting at the premises of the Respondent is inconvenient, therefore in this legal notice dated 13-11-2018 the advocate of the Applicant requested the Respondent to carry out registration within 15 days after incorporating the proposed corrections, alterations etc. failing which the Applicant is entitled for appropriate legal action. 4) The Respondent could not reply this legal notice dated 13-11-2018 till date.
30	(A) DATE: — 09-01-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 11-01-2019, (E) Letter № /email: —JPRE/KCE/Purchase of Plot No-42 & 46/2018/198, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZJ**, [16 pages] (G) Signification of this communication: — 1) The Applicant on 09-01-2019 sent this letter through SPEED POST to the Respondent illustrating once again the errors and omissions in the "Draft Sale Deeds" and the "Draft Sketched Schedules". 2) The anomalies of the plots as wrongfully described in the "Draft Sale Deeds" and "Draft Sketched Schedules/ Site Plans" are in contrast with what was promised in the "Sale Agreements" and also in the "BROCHURE", particularly that "No Distance" is mentioned anywhere. 3) Through the letter dated 09-01-2019, the Applicant requested the Respondent to rectify and supplement the "Draft Sale Deeds" appropriately with proper "Draft Sketched Schedules/ Site Plans" particularly showing the "DISTANCE" of the plots from the main road.

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	4) The Applicant through this letter dated 09-01-2019 requested the Respondent for point-wise clarification in writing within 15 days. It had been also intimated once again that, meeting only at the office of the Respondent was inconvenient to the Applicants. 5) But the Respondent did not reply this letter till date.
31	(A) DATE: — 29-01-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 01-02-2019, (E) Letter № /email: — JPRE/KCE/Purchase of Plot No-42 & 46/2018/201, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZK**, [4 pages] (G) Signification of this communication: — 1) Through this letter dated 29-01-2019, the Applicant sent one REMINDER to the Respondent by SPEED POST illustrating once again the omission of "DISTANCE" in the "Site Plans" and other errors/ anomalies in the "Draft Sale Deeds" and the "Draft Sketched Schedules/ Site Plans". 2) The Applicant requested the Respondent again to rectify and appropriately supplement the "Draft Sale Deeds" and the "Draft Sketched Schedules/ Site Plans" particularly showing the "DISTANCE" of the plots from the main road. 3) The Applicant through this letter dated 29-01-2019 asked for written point-wise clarification from the Respondent against the queries placed on 29-07-2018 and 19-09-2018 and in other places. 4) The Applicant gave 15 days time to the Respondent, but the Respondent did not reply this letter till date.
32	(A) DATE: — 25-02-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 27-02-2019, (E) Letter № /email: —Letter No 203, Dated 25-02-2019, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZL**, [2 pages] (G) Signification of this communication: — 1) Since the Respondent remained silent to the repeated REMINDERS of the Applicant, then the Applicant under compulsion sent another one letter. 2) The Applicant sent this REMINDER by SPEED POST on 25-02-2019 to the Respondent pointing out that, "Silence is acceptance". Therefore, it became understandable that, the Respondent accepted the errors and/or omissions are genuine and therefore they could not furnish any reply. 3) Through this letter dated 25-02-2019, the Applicant once again requested the Respondent to reply within 15 days time so as to resolve the issues and proceed for registration. 4) But the Respondent did not have any answer to this letter till date.
33	(A) DATE: — 27-03-2019, (B) FROM: — Mr. Chandan Mitra, the advocate of the Respondent,

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	(C) TO: — The Applicant, (D) Received on: — 27-03-2019, (E) Letter № /email: —Nil, Dated 25-03-2019, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZM**, [4 pages] (G) Signification of this communication: — The advocate of the Respondent Mr. Chandan Mitra sent copies of the caveats taken from the Court.
34	(A) DATE: — 21-05-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 24-05-2019, (E) Letter № /email: —JPRE/KCE/Purchase of Plot No-42-46/2019/205, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZN** [3 pages] (G) Signification of this communication: — The Applicant through this letter explained what exactly "The Matters of Dispute" is. The Applicant requested for a meeting at a neutral venue to resolve the issues.
35	(A) DATE: — 20-06-2019, (B) FROM: —Mr. Chandan Mitra, the advocate of the Respondent, (C) TO: — The Applicant, (D) Received on: — 21-06-2019, (E) Letter № /email: —NIL, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZO** [8 pages] (G) Signification of this communication: — The advocate of the Respondent Mr. Chandan Mitra sent copies of the caveats taken from the Court.
36	(A) DATE: — 27-06-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 27-06-2019, (E) Letter № /email: —email dated 27-06-2019, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure – ZP**, [1 page] (G) Signification of this communication: — Through this email the Applicant acknowledged the receipt of two numbers of caveats received on 22-06-2019 and also confirmed that nothing else except those were received.
37	(A) DATE: — 01-07-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent,

Sl. №	Details of the communication with its signification
	(D) Received on: — 02-07-2019, (E) Letter № /email: — JPRE/KCE/Purchase of plot № 42-46/2019/209, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZQ**, [1 page] (G) Signification of this communication: — The Applicant sent one reminder to the earlier request for a meeting similar as before, but at a neutral venue to sort out the issues. Till date this request remained unanswered.
38	(A) DATE: — 11-07-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 13-07-2019, (E) Letter № /email: — JPRE/KCE/Purchase of plot № 42-46/2019/211, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZR**, [1 page] (G) Signification of this communication: — The Applicant sent another one reminder to the earlier request for a meeting similar as before, but this also remained unanswered till date.
39	(A) DATE: — 23-07-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 24-07-2019, (E) Letter № /email: — JPRE/KCE/Purchase of plot № 42-46/2019/213, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZS**, [1 page] (G) Signification of this communication: — The Applicant sent another one reminder to the earlier request for a meeting similar as before, but this also remained unanswered till date.
40	(A) DATE: — 05-08-2019, (B) FROM: — The Applicant, (C) TO: — The Respondent, (D) Received on: — 07-08-2019, (E) Letter № /email: — JPRE/KCE/Purchase of plot № 42-46/2019/215, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZT** [1 page] (G) Signification of this communication: — The Applicant sent another one reminder to the earlier request for a meeting similar as before, but this also remained unanswered till date.
41	(A) DATE: — 17-09-2019, (B) FROM: — Mr. Ashique Mondal, the advocate of the Applicant, (C) TO: — The Respondent, (D) Received on: — 18-09-2019,

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	(E) Letter № /email: — NIL, dated 17-09-2019 by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure – ZU** [4 pages] (G) Signification of this communication: — The advocate of the Applicant Mr. Ashique Mondal served a legal notice explaining the past incidents of dispute, the entire money was demanded to be returned back with interest thereof. This letter also remained unanswered till date.
42	(A) DATE: — 23-09-2019, (B) FROM: — Mr. Chandan Mitra, the advocate of the Respondent, (C) TO: — The Applicant, (D) Received on: — 24-09-2019, (E) Letter № /email: — NIL, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZV** [8 pages] (G) Signification of this communication: — The advocate of the Respondent Mr. Chandan Mitra sent copies of the caveats taken from the Court.
43	(A) DATE: — 21-11-2019, (B) FROM: — Mr. Chandan Mitra, the advocate of the Respondent, (C) TO: — The Applicant, (D) Received on: — 22-11-2019, (E) Letter № /email: — NIL, by SPEED POST, (F) Enclosed herewith: — Copy enclosed herewith as **Annexure –ZW** [3 pages] (G) Signification of this communication: — 1) The advocate of the Respondent Mr. Chandan Mitra under instruction of the Respondent sent this letter. 2) The said advocate of the Respondent in this letter referred to "two separate agreements both dated 10th September 2014". But in reality only one agreement dated 10th September 2014 existing". Therefore, this is an erroneous statement. The possible reason for this material irregularity implies that the said advocate was not correctly and properly informed by the Respondent. 3) The said advocate further referred to some letter dated 25-03-2019 issued on behalf of the Respondent. But in fact no such letter had been received by the Applicant till date. 4) Without seeing that referred letter dated 25-03-2019 nothing could be remarked. But from this subject letter it is understood that the two sale agreements were unilaterally cancelled by the Respondent at their sweet will through some letter dated 25-03-2019 not issued to the Applicant till date. This is pertinent to mention that such unilateral action is wrongful by the Respondent because of the following reasons: — *(a)* The agreements were cancelled by the Respondent unilaterally without giving any notice to the Applicant. *(b)* There is no valid reason to cancel the agreements without returning the amount already paid.

Sl. №	Details of the communication with its signification
	Therefore, such actions of the Respondent are wrongful action and cannot be agreed with.

Part – (C): — GROUNDS OF CLAIM:

I. For that the Respondents have acted in contravention on the various provisions of the West Bengal Housing Regulation Act, 2017 and its allied rules and regulations.

II. For that the respondents even though promised to develop the "Kalyani City Enclave" and give possession thereof within March 2016 but they did not carried out any effective development work till date although the applicant paid the full money to them in obedience with the payment terms agreed. One set of recent PHOTOGRAPHS of the Project "Kalyani City Enclave" is enclosed herewith as **Annexure — ZX**, [4 pages]

III. For that the Respondents have failed to deliver the possession of the developed property in the "Kalyani City Enclave" long after it felt due.

IV. For that the respondents did not mention the linear distance of the plot from the Kalyani Expressway or from the main gate of the project, neither in the proposed draft sale deeds nor in the draft sketched schedules.

V. For that the respondents insisted and/or pressurized the applicant to carry out the registration with such "Draft Sale Deeds and Site Plans" whereas it was pointed out by the applicant and her husband through their letter dated 29.07.2018 and many other letters that the property of such DEEDS refers to some unreal, fictitious and imaginary property and also inexistent on ground particularly without having any specified "DISTANCE" from the main road or from any permanent structure on the ground in those "defective" DRAFTS.

VI. For that the respondents did not incorporate the corrections in the draft schedules and draft sale deeds as had been requested to them in several occasions by the applicant particularly through the letter dated 29-07-2018 and several other communications.

VII. For that the respondents had cancelled the sale agreements, in respect of the plot № 27 (renumbered afterwards as 42) and 36 (renumbered afterwards as 46) drawn with the applicant, by their own sweet will unilaterally without any valid reason and without giving any notice and also without any loss or damage to them.

VIII. For that it is apprehended that the respondents had forfeited the entire amount of Rs. 5,77,000/- paid to them by the applicant in respect of the price for plot № 36 (renamed afterwards as 46) by their own unilaterally without any valid reason and without giving any notice and also without any loss or damage to them.

IX. For that the respondents are utilizing that aforementioned amount of Rs. 5,77,000/- of the hard-earned money of the Applicant in their business and earning profit therefrom by making the applicant to suffer.