

Ashique Mondal

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Room No. 18, Bar Association,
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3, Esplanade Row West, B.B.D. Bagh,
Kolkata - 700 001

Date: 17.09.2019

SPEED POST WITH A/D.

To

1. Janapriyo Real Estate Private Limited,
151/A, Jodhpur Garden, 2nd Floor,
P.S. - Lake, Kolkata - 700 045.
2. The Managing Director,
Janapriyo Real Estate Private Limited,
151/A, Jodhpur Garden, 2nd Floor,
P.S. - Lake, Kolkata - 700 045.

Re.: Two agreements for sale, dated 14.03.2014 and 10.10.2014, executed between you and my client pertaining to plot Nos. 42 (Old No. 27) and 46 (Old No. 36) respectively in the proposed "Kalyani City Enclave" admeasuring 2 *cottahs* each.

My client: Shyamali Mitra, Flat No. 5, Geetanjali Apartment, 1, M.B. Road, P.O. & P.S. - Belgharia, Kolkata - 700 056.

Sir,

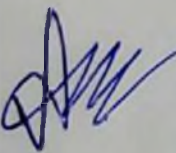
Under specific instructions from, and on behalf of my abovenamed client, I state the following:

1. In or around August, 2013, my client became interested to acquire a plot of land for her family's dwelling purpose admeasuring more or less 2 *cottahs* in or around Shyamnagar, North 24 Parganas. My client was looking for plots to buy in the said area when she was approached by one of your agents who ensured that my client's criteria for buying the land would be fulfilled if she purchases land from you.
2. It was further represented to my client by your agent that you are a renowned developer who at present has been developing several big township projects in and around suburban Kolkata. The said agent represented that you were developing a township by the name of "Kalyani City Enclave" situated beside the "Kalyani Expressway" highway near the Shyamnagar Railway Station. It was further represented by your agent that small and moderate sized residential plots will be promoted and developed by you in the name of "Kalyani City Enclave" which shall have

internal roads, drainage, electricity, water, sanitation, water bodies, parks, transformer etc. and all other amenities to form as a mini township.

3. Upon visiting your office, you reiterated to my client, the facts about your upcoming project as mentioned hereinabove and represented that 2 *cottahs* of land can be sold to my client for a total consideration of Rs. 5,77,000/-. Accordingly, my client made booking for a plot admeasuring 2 *cottahs*, being Plot No. 46 (Old No. 36), in February, 2014, by making payment of Rs. 50,000/-.
4. You had informed my client that if my client pays 30% of the total consideration amount for the plots, an agreement for sale would be executed by and between you and my client and thereafter, the remainder of the consideration amount must be paid in 36 equal installments. It was further represented that the development work will commence at the earliest and shall be completed within March, 2016.
5. It was assured that deed of conveyance pertaining to the sale of the said 2 *cottah* plot of land would then be executed and registered immediately upon all the installments being paid up. In effect, it was assured by you that by the time my client would complete the payment of the entire consideration amount by way of instalments, the development of "Kalyani City Enclave" township with all the promised facilities and amenities would be complete and ready to use.
6. Taking your assurances on face value, in good faith, my client made payment of Rs. 1,23,100/-, being remainder of the 30% of the booking amount for the 2 *cottahs* of land which was followed up by an agreement for sale dated 14.03.2014 for the above-mentioned Plot No. 46 (Old No. 36).
7. My client had already started making regular periodical payment of monthly installments for the said Plot No. 46 (Old No. 36) admeasuring 2 *cottahs* and had completed the payment of the entire consideration amount of Rs. 5,77,000/- on 07.02.2017.
8. In or around July, 2014, you proposed to sell my client adjacent 2 *cottahs* of land, being Plot No. 42 (Old No. 27) in the proposed "Kalyani City Enclave" township at a discounted price amount of Rs. 5,30,000/- and further lured my client with a promise of relaxing the payment terms by extending the number monthly instalments to 48 instead of 36 instalments unlike the payment terms for the erstwhile booking of Plot No. 46 (Old No. 36).
9. Tempted by such offer, on 26.08.2014, my client in good faith, made an upfront payment of Rs. 1,89,916/-, being almost around 36% of the total consideration amount of Rs. 5,30,000/- which was subsequently followed up by an agreement for sale dated 10.10.2014 with respect to Plot No. 42 (Old No. 27).

10. Like the previous plot, my client started making regular periodical payments of monthly installments for the said Plot No. 42 (Old No. 27) admeasuring 2 *cottahs* on and from 25.10.2014 and had completed the payment of the entire consideration amount of Rs. 5,30,000/- on 25.08.2018.
11. It was all along represented and even mentioned in the agreements for sale dated 14.03.2014 and 10.10.2014, that upon the completion of payments, you would proceed to execute and register the deeds of conveyance for the said plots and the development of the "Kalyani City Enclave" township would also be completed by then.
12. However, even after completing the payment of the entire consideration amount, you have failed to execute and register deed of conveyance for the said land on one pretext or the other. You maintained an ignorant and lackadaisical attitude in executing and registering the said deed of conveyance which forced my client to issue a legal notice and request intervention by police authorities. This forced you to merely share some draft deeds which had several anomalies with respect to the schedule of the said land. The draft deeds forwarded by you to my client upon being compared with the *Mouza* map did not tally with the placement of the plots which were sold to my client in its original position and location. The distance between the main road of the proposed township and the plots sold to my client does not adhere to any measurements whatsoever. This gives rise to disputes and anomalies which are beyond any *rectification* in the present facts and circumstances. This apart, you have grossly *neglected* to accomplish the development work at the site and at present there has been practically no development at all at the proposed site even after efflux of so much time.
13. You have not declared so far any date when the promised development work will be accomplished by you. Thus my client is living in dire uncertainty as to when the development will be completed. It has till date not been clarified to my client by you that when will you give possession of the land even after my client has already paid the entire amount.
14. Even though my client tried to resolve the matter and has issued several communications herself and through her representatives, requesting you to take cognizance of the anomalies and take corrective measures thereof, you neglected to take any steps whatsoever. Even after the abovementioned illegal and malafide actions from your end, my client has tried her best to resolve the matter and requested you time and again to sit and resolve the disputes amicably, which you have conveniently ignored till date. You have all along been apathetic towards resolving the disputes with my client for the reasons best known to you.



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15. By virtue of your conduct and your misconceived and evasive correspondences, it is clearly discernable that you are unwilling to give possession the property to my client and at the same time you are not in a position to complete the development work as promised and agreed earlier by you.
16. In the above circumstances, on behalf of my client, I call upon you to forthwith repay the entire amount of Rs. 5,77,000/- and Rs. 5,30,000/- along with interest @ 18% per annum applicable to all part payments from the date of receipt of each of such monthly installment and other part payments on day-count basis.
17. In the event of your failure to comply as called upon hereinabove within 15 days from the date of receipt of the instant notice, my client will be compelled to take due recourse of law without prejudice to her other rights and claims at your risk, costs, and consequences.

This is for your kind information and henceforth taking necessary prudent steps please.

Thank you,

Ashique Mondal,
Advocate

