

Ashique Mondal

L.L.M.
Advocate,
High Court at Calcutta

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High Court Address:

Room No. 1A, Bar Association,
High Court at Calcutta,
3, Esplanade Row West, R.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.:

- Four agreements for sale, all dated 19.01.2014, executed between you and my client pertaining to plot Nos. 220, 221, 232, and 233 in the proposed Kalyani City Enclave township;
- Several letters sent by my client addressed to your Managing Director enumerating the existing disputes and requesting to reconcile the said disputes amicably;
- Four legal notices issued by your Advocate Mr. Chandan Mitra, all dated 25.03.2019;

My client: Arindam 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 some land for his dwelling purpose admeasuring more or less 15 *cottahs* in or around Shyamnagar, North 24 Parganas. My client was approached by one of your agents who ensured that my client's criteria for buying the land would be fulfilled if he purchases land from you.
2. It was further represented to my client by your agent that you were a renowned developer who at present has been developing several big township projects in and

around suburban Kolkata. The said agent represented that you are 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. However, you made it clear that you can only sell my client 16 *cottahs* of land for a total consideration of Rs. 44,09,200/- as the lands were already plotted in 4 *cottahs* blocks each. Accordingly, my client made booking of four contiguous plots in November 2013, being plot Nos. 220, 221, 232, and 233; all admeasuring 4 *cottahs* each, aggregating to 16 *cottahs* by making payment of Rs. 2,50,000/-
4. You had informed my client that if my client pays 30% of the total consideration amount for the four 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 instalments. 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 16 *cottahs* of land would then be executed and registered immediately upon all the instalments 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. 10,72,760/-, being remainder of the 30% of the booking amount for the 16 *cottahs* of land which was followed up by four agreements for sale, all dated 19.01.2014.

7. In terms of the said agreements for sale, my client was further obligated to pay the remaining consideration amount of Rs. 30,86,440/- in 36 equal instalments. My client obligated with timely payments of the entire remaining consideration amount for the said contiguous plot Nos. 220, 221, 232, and 233.
8. 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.
9. 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 work 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.
10. Even though my client tried to resolve the matter and has issued several communications himself and through his 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 his 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.

11. Thereafter, my client was shocked to receive your learned Advocate's purported notices under reference wherein you have blamed my client of negligence and reluctance to execute and register deed of conveyance for the said land. You have allegedly cancelled the agreements for sale and have even purportedly forfeited the entire consideration amount of Rs. 44,09,200/-. Such cancellation and consequent forfeiture is illegal and has been done without any fault from my client's end and is in contradiction to the agreements for sale under reference.
12. Your learned Advocate's purported legal notices under reference with respect to the 16 *cottahs* of land are thoroughly misplaced and at the very outset my client denies and disputes each and every allegation and/ or contention of the said purported notices. Apparently, you have misinformed your learned Advocate and have given wrong instructions to issue the said purported notices. All the allegations in the notices under reference are incorrect and fictitious. Your learned Advocate's notices under reference are manifestly erroneous and suffers from material irregularity. The said notices are without any legal foundation and cannot be sustained in the eye of law. My client has already replied to you on several occasions regarding the said notices and requested to resolve the issues, but you have blatantly ignored my client and have not responded so far.
13. By virtue of your conduct and your/ your learned Advocate's 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.
14. In the above circumstances, on behalf of my client, I call upon you to forthwith withdraw and rescind your learned Advocate's purported and illegal notices under

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reference. You are forthwith called upon to repay the entire consideration amount of Rs. 44,09,200/- along with interest @ 18% per annum applicable to all part payments from the date of receipt of each of such monthly instalment and other part payments on day-count basis.

15. 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 his 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

