

From:-
Zeyauddin Ahmed
Keshab Residency,
Flat no. 1F, Block – 1,
138 Keshab Chandra Sen Street,
Kolkata – 700009

Date :- 29.04.2019

To
Mr Syed Irfan Sher,
Managing Director,
Anandam Housing (P) Ltd.,
33, Shakespeare Sarani,
Kolkata - 700017

Dear Sir,

Sub:- Inspection of Flats booked at B L Saha Road

Ref:- a) Our Agreement dated 26.08.2016

b) My mail dated 21.06.2018 & 24.06.2018

c) Your mail reply dated 22.06.2018 & 30.06.2018

d) Our Speed post letter dated 20.07.2018 & 18.03.2019

e) Your letter dated 20.03.2019 confirming the readiness of flats.

f) Our speed post letter dated 22.03.19 & your reply dated 28.03.19

g) Our speed post letter dated 02.04.2019

h) Speed post letter dated 10.04.2019 regarding deviations.

I am in receipt of your letter dated 22.04.2019 & noted the contents.

Please note that the said letter is silent about the deviations pointed out to you vide my letter dated 10.04.2019. The compliance of all the deviation are very important for the completion of flats which cost money. Please confirm point wise the completion of the same.

As intimated earlier, the flats can not be called as ready for possession unless these are completed in line with our agreement.

All the points referred by you in your letter dated 22.04.2019 are mentioned in our agreement & the same would be applicable once the flats are complete in all respects. Moreover, you are silent on other points of the agreement which would also be applicable at the appropriate time.

This is my final letter & if I don't get reply in a week time as mentioned above, the matter would be referred now to the appropriate forum for the further dealing.

Thanking you,

Yours Sincerely,

(Zeyauddin Ahmed)

EW410507686IN IVR:6987410509606
SP K.G BOSE SARANI S.O (700005)
Counter No:1,29/04/2019,12:58 India Post
To: S IRFAN SHER, A HSG P LTD
PIN: 700017, Circus Avenue SO
From: Z AHMED, 138, K.C. SEN ST
Wt: 20gms
Amt: 17.70 (Cash) Tax: 2.70
<Track on www.indiapost.gov.in>
<Dial 1800 266 6868>

Anandam Housing Pvt. Ltd.

HOUSING & REAL ESTATE BUSINESS HOUSE

33, Shakespeare Sarani, Kolkata - 700 017, Mobile : 09831093599, E-mail : anandamhousingpvtltd@yahoo.in

Date: 30.04.2019

To,
Mr. Zeyauddin Ahmed,
Mrs. Safia Ahmed,
Mr. Badruddin Ahmed Bazmi,
Keshab Residency, Block - I ,
Flat No. 1F,
138, Keshab Chandra Sen Street,
Kolkata - 700009.

From,
Anandam Housing Pvt. Ltd.,
33, Shakespeare Sarani,
Kolkata - 700017.

Sub: Completion and Handing Over possession of your 2nd floor flats 2A, 2B, 2C, at premises No. 265D/1, B.L.Saha Road, Kolkata - 700053.

Ref: Your letter dated 29.04.2019 and All previous correspondence (Verbal, written and through Whatsapp messages.)

Dear Sir/Madam,

Please find enclosed a List of extra work and materials provided in the construction, decoration and completion of the new building at the above mentioned premises for your kind perusal.

As per your letter dated 10.04.2019 wherein you have pointed out some variations in the name of 'Deviations' which has been noted and provided except two commodes(hanging Type). You may deduct the cost of the said two hanging types commodes.

With reference to the above and with reference to all earlier correspondence you are hereby informed that the basic amenities for habitation and possession are complete at the new building constructed by us at premises No. 265D/1, B.L.Saha Road, Kolkata - 700053.

As per clause no. 6 of Page No.4 of the Agreement to Sale you may take possession of the said flats after payment of the balance amount being 40% of the agreed consideration failing which clause no. 10 of page no. 5 of the said Agreement will be invoked. Reminder for handing over possession of the flats and demand for payment of balance amount has been made to your goodselves time and again (written and Oral) but you have hopelessly failed to comply.

Anandam Housing Pvt. Ltd.

HOUSING & REAL ESTATE BUSINESS HOUSE

33, Shakespeare Sarani, Kolkata - 700 017, Mobile : 09831093599, E-mail : anandamhousingpvtltd@yahoo.in

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Upon further failure to comply with the terms thereof, it will be assumed that you are not interested with the same.

Violation of Para 5 of page no.8 of the said Agreement for Sale is yet to be condoned regarding which you had been reminded in the past but you paid no heed whatsoever.

Terms of Para 1 & 2 of Page 15 of the said Agreement for Sale will be binding and applicable upon your goodselves from the Month of May 2019 which please note. Upon not taking possession of the said flats and upon not paying the balance amount, maintenance charges at the rate of Rs.1.50 paise with be chargeable upon you for the said entire 2nd Floor three flats from the month of May 2019 onwards.

Thanking You,
Yours faithfully,


ANANDAM HOUSING (P) LTD.

For Anandam Housing Pvt. Ltd. *Director,*