

From:-

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

Date :- 31.05.2019

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) Our letter dated 29.04.2019 & your letter 30.04.2019

This has the reference to your letter dated 30.04.2019 along with unauthenticated attatchement for excess of the schedule works..

Please note that the above referred letter is silent about the deviations pointed out by me which are the part of our agreement. However, I would like to re inspect the flats once again, hoping that the deviations might have been attended by you by this time. Please intimate us a suitable date for re-inspection after 5th June, 2019.

As intimated earlier, the flats cannot be called as ready for possession when the deviations are pointed out to you with respect to our agreed terms. Moreover, the KMC clearance are very important which are given on the requirement of basic amenities for habitation & possession. This has been described under clause 4 of page no. 4 of our agreement.

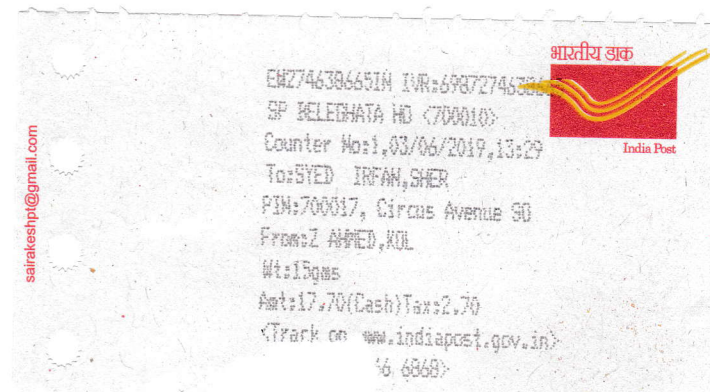
I am ready with balance payment as per our agreed payment terms subject to the clearance from KMC. If you are ready with the clearance certificate, Please intimate us the total payable amount in line with clause no. 8 of page no 4 & 5 of our agreement subject to completion of all the flats in line with our agreement.

Please intimate us the date of re- inspection & the letter confirming payable amount as stated above.

Thanking you,

Yours Sincerely,


(Zeyauddin Ahmed)



Anandam Housing Pvt. Ltd.

HOUSING & REAL ESTATE BUSINESS HOUSE

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

Date: 14.06.2019

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.

Your letter Ref. Dated 31.05.2019.

Please find enclosed copy of the Demand Notice by the Building Department, KMC. Issue Date 12.06.2019 for deposit of the amount of Rs.26683/- on account of Regulation under Rule 25 of your 2nd Floor Civil modifications and alterations to be reimbursed by your goodselves as agreed.

The said amount has been paid by us on Demand by the KMC subsequent to which NOC and Completion Certificate will be obtained within 8 working days which please note.

Further to this please also find enclosed a summary of the outstanding amount receivable from you as per agreement dated 26.08.2016.

It may also be noted that the new building at premises No. 265D/1, B.L.Saha Road, Kolkata - 700053 is ready for possession and habitation. Lift has become operative, water pump installed, Drainage complete. We have time and again reminded you to take possession and complete the registration as per agreement but you have failed hopelessly.

However, you are kindly requested to do the needful without further delay.

Thanking you,
Yours faithfully,

ANANDAM HOUSING (P) LTD.



Director

From:-

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

Date :- 17.06.2019

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

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g) Our speed post letter dated 02.04.2019

h) Speed post letter dated 10.04.2019 regarding deviations.

i) Our letter dated 29.04.2019 & your letter 30.04.2019

j) Our letter dated 31.05.2019 & your letter dt. 14.06.2019

This has the reference to your letter dated 14.06.2019.

Please refer your paragraph I of your letter dated 14.06.2019 & confirm the clause of our agreement under which you have sent the demand notice by building department of KMC.

While referring paragraph II of the said letter, this may please be noted that you have to get the CC from KMC before handing over the flats as per clause no. 4 of page no. 4 of our agreement where I do not have any role to play.

In spite of our repeated reminders on the deviation noticed during inspection, we find that you are silent on the same & raising the other issues out of our agreement. This will not relieve your from the responsibilities of supplying the goods as per terms of agreement. Moreover, your claim of the flats being ready for possession can not be taken unless you confirm all the deviations with full rectification.

Please refrain yourself raising the issues out of our agreement which is nothing but wasting of time.

As intimated earlier, I am ready with balance payment as per our agreed payment terms subject to the clearance from KMC & re-inspection of the flats.

Now, enough time has been given to you to attend the deviations but your silence on the same issue confirms that you have not attended the same so far.

I, therefore, proceed the matter with concerned forum seeking their help in this regard.

Thanking you,

Yours Sincerely,



(Leyaiddin Ahmed)