



Z Ahmed <zeyahmed2008@gmail.com>

Flat - B L Saha Road

Z Ahmed <zeyahmed2008@gmail.com>
To: irfan sher <33irfansher@gmail.com>

Thu, Jun 21, 2018 at 2:27 PM

Dear Sir,

Please refer our agreement for booking of the flat at B L Saha road.

As per the terms of the agreement, the time of possession of flat is over but I have not heard about the date of handing over the same.

Since I have fulfilled most of the obligation of our contract, please confirm the exact date of possession of the flat to the undersigned.

Await your reply per return mail.

Regards,

Z Ahmed
9903892944



Z Ahmed <zeyahmed2008@gmail.com>

Flat - B L Saha Road

irfan sher <33irfansher@gmail.com>
To: Z Ahmed <zeyahmed2008@gmail.com>

Fri, Jun 22, 2018 at 9:13 PM

Respected Sir,

received your mail dated 21 June 2018 and noted its contents.

With reference to the last meeting we had and with reference to the attached Notice delivered to your goodself by hand in the presence of Mr.Salim and Mr.Masihuddin, we had elaborately mentioned the breach of terms of the agreement on your part regarding delay of payments and the time consumed due to the modification of the sanctioned plan as per your requirement in respect of Second Floor premise of 265D/1, B.L.Saha Road, Kolkata-700053,

In view of the above mentioned facts and circumstances, we had requested you to make further payments but there was denial from your part. Due to this the work of your Second Floor Flats has been kept in abeyance ever since then.

However, we would again request you that since almost 90% of the work is complete against your payment of only 60% delivery of your 2nd Floor Flats will not be possible unless you commence instalment wise payment with respect to the same and oblige.

For registration of the said 2nd Floor premise and for Completion Certificate to be obtained from the K.M.C only 10% of the total payment can be held by you as per norms.

Regards
Syed Irfan Sher
Director- Anandam Housing Pvt. Ltd.

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 **Notice.docx**
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Flat - B L Saha Road

Z Ahmed <zeyahmed2008@gmail.com>
To: irfan sher <33irfansher@gmail.com>

Sun, Jun 24, 2018 at 11:21 A

Dear Sir,

Thanks for the reply.

I would like to correct your statement in line with the last meeting held in presence of Mr Masihuddin & Mr Salim Jehangir which reads as under & would request you not to refer the same in future .

1. Last meeting held at the site was based on your claim of 90% of the work is complete, which was found totally false & violating the agreement because it was noticed & pointed out to you that the work done inside the flats were found totally different than the agreed terms, such as size of windows, type of grill & the type of flush & commode to be used.
2. Your statement as 90% of the job is complete is totally wrong because it was noticed that most of the interior work of the flats are yet to be completed. In addition to this, elevators, staircase, electricity, water facility, drainage, entrance gate & the other ground floor work are found to be untouched without which it can not be called as completed work. The flats cannot be used without these essential amenities as stated above.
3. While referring to your statement of modification of flats which please note that I have not asked any modification post-agreement but the modification was asked pre-agreement during negotiation stage which was well agreed by you. Based on pre-agreement negotiation, you have committed the completion period of 18 months from the date of the agreement. This is the reason you have not mentioned the same in our agreement.
4. The nature of modifications is not at all the reason for the delay of this project because it was known to you during execution of this agreement, it is now being used an excuse of delay.
5. As regards, the payment made to you with respect to the payment terms, please note the following:
 - a) You have never intimated any time the phase completion of your project claiming the payment as per agreed terms but it was my will to hand over the payment to you as soon as possible.
 - b) All of a sudden you have issued a reminder letter dated 19.07.2017 claiming the payment as per clause 4 of the agreement. I did not have fund during that reminder period. It was surprised to me that how someone can issue a reminder letter without issuing the main letter.
 - c) Soon after getting your reminder, I tried to make the payment in phases & completed the same by 09.11.2017 as per the agreement.

While referring to the 3rd paragraph of your mail, I would like to mention here that you can not breach the contract at this juncture where the enormous delay has taken place blocking our money paid to you & I can not agree to this.

Similarly, your last paragraph is asking for the change in payment terms as per norms. There is no norm except the agreed terms between two of us.

In view of above, I sincerely request you to kindly reply with a positive date of handing over the flats failing which I would like to take alternate arrangement because I can not block the huge amount paid to you for the indefinite period.

Regards,

Z Ahmed
9903892944

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