

**Fw: Registration of CTH - Flat 7A, Block 7 in the name of Mrs. Veena Singh**

Mayank Singh &lt;mayanksingh@hotmail.com&gt;

Mon 09/11/2020 07:57

To: solarshine\_2003@yahoo.com &lt;solarshine\_2003@yahoo.com&gt;

Cc: Biplab Datta Space Group &lt;biplab.datta@spacelifestyle.com&gt;; Veena Singh &lt;veenasingh71@gmail.com&gt;

 9 attachments (5 MB)

CTH Flat 7A Statement - Clarification by Mayank Singh.pdf; CTH Flat7a Misc. Payments 2 Receipt.pdf; CTH Flat7A Servant Quarter payment.pdf; CTH Flat 7A Allotment Letter.pdf; CTH Flat7A Receipt for Misc payments 1.pdf; CTH Flat7A Block 7 MOU.pdf; CTH Flat7A Car Park Allotment letter.pdf; CTH Flat7a Possession Letter.pdf; CTH Flat 7A Statement - Clarification by Mayank Singh.jpg;

Mr. Mukherjee,

Further to my email below dated 24 August 2020, this is the final reminder/request to expedite the registration of my Flat 7A in Block 7 of Clubtown Heights, 14 BT Road, Kolkata 700056. If i do not receive any response from you by Friday 13th November 2020, I will have to initiate legal proceedings.

Here are the details of the Case as a reminder:

**Case Summary:**

My Late father, Mr. Narendra Narayan Singh (deceased 3rd August 2020) and Mother, Mrs. Veena Singh have been living in Flat 7A, Block 7 of Clubtown Heights, 14 BT Road, Kolkata 700056 since 3rd July 2015. On this date, unencumbered Possession was handed over to them by the Builder, Space Rice Projects Ltd. and Landowner, Solar Paints Pvt Ltd. Mrs. Veena Singh who is the 'purchaser' of the flat has tried to get the Flat Registered twice without success. The first time was on 23rd April 2018 but this could not proceed due to ill health of Mr. N.N.Singh. The 2nd attempt was on 25th September 2020 which also failed as Mr. Nirmal Mukherjee (Director in Solar Paints) is refusing to sign the Deed of Conveyance citing various conflicting reasons as detailed below.

**Events Timeline:**

1. **20 Jan,2010** - My mother, Veena Singh purchased a Flat in a newly launched Building (pre-construction) called 'Clubtown Heights' in Kolkata. On this date, she signed a MOU with Mr. Yakub Taherbhai.
2. She purchased the flat directly from Mr. Yakub Taherbhai. He was the sole Director of Solar Paints Pvt. Ltd. (Landowner) and was given 15% share of the Flats; remaining 85% was the Builder - Space Rice Project's - share. Mr. Yakub was free to sell his share of the flats at any price he wished. This is 'legally' recorded in a separate agreement between the Builder and Landowner (i have a copy of this agreement).
3. Mr. Yakub Sold the Flat to my mother at the rate of Rs.1552 per square Feet, which was less than the Builder's Launch price of Rs. 2100 per square feet, on the condition that she would make early lumpsum payments of the entire amount within 8-10 months. Other Buyers who bought from the Builder paid in instalments over 5 years. 'Early payments' was the main reason my mother got the flat at a reduced rate and the agreement with Mr. Yakub was for this rate.
4. My Mother made all the Payments by Cheque within 10 months as agreed to 'Solar Paints' which was Mr. Yaqub's company.
5. **8 Jan 2013** - Mr. Yakub convinced my mother to sign another agreement at the Builder's Launch price of Rs. 2100 per square feet, because he explained that other buyers will create trouble for the builder, and he won't give possession to my Mother. Mr. Yakub said that she

won't have to pay the increased price, and this was just for admin and for Flat registration and valuation purposes.

6. **Jan 2013 - May 2015** - Mr. Yakub took cheques in his personal name from my mother (up to now all cheques were in the name of 'Solar Paints'), with the assurance that these amounts were towards Car Park, Servant Quarter, Electricity charges, Generator Chgs. etc. which he will hand over to the Builder 'Space Rice Projects', so that Flat Possession can be given on time.
7. **3 Jul 2015 - The Builder 'Space Rice Projects' handed over peaceful and vacant possession free from any encumbrance and in compliance with the agreement for sale dated 8 Jan 2013. This is proof that all dues were cleared as per the agreement for sale dated 8 Jan 2013.**
8. **23 April 2018** - Solar Paints (represented by Mr. Yakub) and Space Rice (represented by Mr. Anant Bhagat) agreed to Register the Flat in my Mother's name through a Deed of Conveyance and a Valuation from the Local Registrar office was procured. Unfortunately, my late father Shri N.N.Singh was diagnosed with cancer a few months earlier and he had to be rushed to Mumbai for treatment, so the Deed could not be registered on this date.
9. **2019** - Mr. Yakub Taherbhai died.
10. **3 August 2020** - My Father, Narendra Narayan Singh died.
11. **19 August 2020** - A Meeting was held between Mr. Piyush Bhagat (Director of 'Space Rice Projects' ), Mr. Nirmal Mukherjee (New Director of 'Solar Paints') and Mr. Mayank Singh (Son of Veena Singh). Mr. Nirmal Mukherjee had not been involved for the last 10 years since the project was launched but he suddenly appeared on the scene. Also, a point to be noted is that Mr. Nirmal Mukherjee's signature is not there on the separate project agreement between the Builder and Landowner for the 15/85% split (i have a copy of this agreement).The only person representing Solar Paints is Mr. Yakub.  
At the aforementioned meeting, Mr. Bhagat and Mr. Mukherjee verbally agreed to register the flat in Mrs. Veena Singh's name on payment of an outstanding sum of Rs. 11,088 by Mrs. Veena Singh to Mr. Nirmal Mukherjee. This was verbally accepted by Mr. Mayank Singh.
12. **14 September 2020** - Mr. Piyush Bhagat's office informed me that the date for registration has been fixed on 25th September 2020. Mrs. Veena Singh was asked to pay Rs.15000 to the Lawyers 'Ginodia and Co.' for preparing the Deed of conveyance, which she paid. A new valuation was created at the Local Registrar office and the Deed of Conveyance was prepared with PAN and Aadhaar details of Mr. Anant Bhagat (Director of 'Space Rice Projects' ) and Mr. Nirmal Mukherjee.
13. **22 September 2020 - Mrs. Veena Singh paid stamp duty and registration charges of Rs.6,26,609 via the Govt. of West Bengal's e-registration website.**
14. **25 September 2020** - This was the date fixed for registration, but Mr. Mukherjee failed to appear at the Registrar's office.  
I tried calling him several times and he finally returned my call in the evening and said to me that both the agreements are "invalid" as they are quite old, but that he will agree to register the Flat if an additional sum of Rs. 9 lakhs (to cover the difference between original agreement rate and new agreement rate) was paid to him. I refused.
15. **08 October 2020** - Mr. Nirmal Mukherjee asked me to visit him personally at his office in Ultadanga to discuss an important matter related to the case. I went there with my mother and was met by Mr. Nirmal Mukherjee's son-in-law, Mr.Rishabh and himself. **Both told my mother and myself that they don't need any more payment from us and nothing is outstanding.** Mr. Nirmal Mukherjee also told me and my mother that he will sign the agreement in two scenarios. In the first scenario, if i get a court order then he will be glad to sign the agreement. In the 2nd Scenario, i must try and persuade Mr. Piyush Bhagat to expedite the settlement of a land dispute on one of Mr. Mukherjee's other landholdings in Belghoria.

I have chosen to go with the first scenario as mentioned above and get a court order.

Give the above circumstances, i request you to expedite the registration of the flat 7A as soon as possible please to avoid court proceedings.

Regards  
Mayank Singh (on behalf of Mrs. Veena Singh)  
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Email: mayanksingh@hotmail.com

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**From:** Mayank Singh <mayanksingh@hotmail.com>  
**Sent:** 24 August 2020 09:10  
**To:** solarshine\_2003@yahoo.com <solarshine\_2003@yahoo.com>  
**Cc:** biplab.datta@spacelifestyle.com <biplab.datta@spacelifestyle.com>; Veena Singh <veenasingh71@gmail.com>  
**Subject:** Registration of CTH - Flat 7A, Block 7 in the name of Mrs. Veena Singh

Dear Mr. Nirmal Mukherjee,

**Re: Registration of CTH - Flat 7A, Block 7 in the name of Mrs. Veena Singh**

Further to our Face-to-face meeting in the presence Mr. Piyush Bhagat and Mr. Bibhuti Singh on the 19th of August 2020, i have spoken with my Lawyer and Accountant. They have advised me that the original agreement with Mr. Yakub is perfectly valid and we can proceed with Registration. I wish to clarify a few more things regarding the payments made directly to Solar Paints and those made to Mr. Yakub.

1. As per the attached agreement with Mr. Yakub, Rs. 32,11,088 was due for the Flat of which Rs. 32,00,000 has been made directly to Solar Paints by cheque during year 2009 - 2011. Remaining Rs. 11,088 was paid directly to Mr. Yakub in Cash on 28.10.2015 as **part of Full and Final Settlement. As agreed in the meeting, i will pay this amount to Solar Paints again if you insist on this payment. This will clear all outstanding for Solar Paints and you should have no objection to registration.**
2. All other payments made between years 2013 - 2015 were not due to Solar Paints but instead were due to the Developer, Space Group for Car Park, Electricity chgs, Generator chgs, Legal chgs, Municipal Chgs, Advance Maintenance, Sinking Fund and Servant Quarter. Please see attached JPG and PDF files "**CTH Flat 7A Statement - Clarification by Mayank Singh**". Mr. Yakub was collecting this money as mediator from my parents and passing it onto Space Group. I believe Space Group have received all these payments and so have issued us POSSESSION LETTER and CAR PARK Allotment Letter.
3. The only Allotment Letter we have not received from Space Group is for the Servant Quarter, despite making payments twice totalling to Rs. 5,30,000 (Rs. 2,50,000 on 27.05.2015 + Rs. 2,80,000 on 28.10.2015). I would request Mr. Biplab Datta to issue me this letter please.
4. **The Deed of Conveyance during Registration must include Car Park and Servant Quarter for which we have made more payments than required.**

Please let me know if you have further questions/concerns.

Give the above evidence, i request you to expedite the registration of the flat 7A as soon as possible please.

Regards  
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