

Asok Kumar Ghosh

Advocate

JUDGES' COURT, HOOGHLY, CHINSURAH

PHONE : (033) 2680-5428 (L)

MOBILE : 9432114303

Residence & Chamber

"GANGATRI"

166, 167 Dutta Goli, Chinsurah

(Behind Hooghly Collegiate School)

P.O.- & P.S. Chinsurah, Dist. Hooghly

Ref. No.

11/07/2018

Date

Regd. with A/D

To:

- 1) Sri Goutam Ghosh
Son of Late Nanigopal Ghosh,
- 2) Sri Biswajit Ghosh
Son of Late Nanigopal Ghosh,
- 3) Sri Tanmay Sarkar
Son of Gyanendra Nath Sarkar
- 4) Sri Tapan Sarkar
Son of Gyanendra Nath Sarkar,
- 5) Sri Kamal Roy
Son of Sambhunath Roy,
- 6) Sri Pintu Chakraborty
Son of Late Nanigopal Chakraborty
Nos. 1 to 6 all resident of Kanaipur Colony,
P.O. Kanaipur, P.S. Uttarpara,
District- Hooghly, Pin- 712 234.
- 7) M/s. ALPHA HIGHRISE, a Partnership Firm
having its office at South Subhas Pally,
P.O. & P.S. Dankuni, Dist. Hooghly,
Pin- 712 311 and represented by its Partners:-
 - a) Sri Bidyut Ghosh
Son of Late Pradip Ghosh
 - b) Sri Goutam Chandra Ghosh
Son of Late Gobinda Chandra Ghosh;
 - c) Sri Ajit Ghosh
Son of Late Tinkari Ghosh
Nos. 7(a) to 7(c) all resident of
North Subhas Pally, P.O. + P.S. Dankuni,
Dist. Hooghly, Pin- 712 311.
 - d) Sri Nanda Dulal Ghosh
Son of Late Santosh Kumar Ghosh
resident of Vill & P.O. Bally-Durgapur,
P.S. Nischinda, Dist. Howrah,
Pin- 711 205.

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✓) Sri Krishna Chakraborty
Son of Late Kedareshwar Chakraborty
resident of Samabay Pally, P.O.
Samabay Pally, P.S. Nischinda,
District- Howrah, Pin- 711 205.

Sir/Madam,

I have been instructed by my client Smt. Jogmaya Mondal, wife of Sri Makhan Kumar Mondal, residing at 93, Makhla Charaktala, P.O. Makhla, P.S. Uttarpara, District- Hooghly, Pin- 712 245, do hereby give you this notice as follows :-

That you the mentioned above addressees have entered into an agreement for sale of dt. 30-11-2016 and also a supplementary Agreement for Sale dt. 20.11.2016 with my aforesaid client in respect of the property as described in the second schedule hereinbelow at a total consideration of Rs. 37,15,000/- (Rupees Thirty seven lakhs fifteen thousand) only free from all encumbrances.

That you the addressee Nos. 1 to 6 are the owners of the property in question and you the addressee Nos. 7 to rest are the Developers of the building known as "ALPHA HIGHRISE" standing on the First Schedule hereinbelow.

That on the day of execution of the agreement for sale dt. 30.11.2016 you the addressees of this notice received a sum of Rs. 10,00,000/- (Rupees ten lakhs) only through Cheque as an earnest money from my aforesaid client and you the addressees of this notice agreed that you will

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execute and register the deed of sale in respect of the premises as described in the Second schedule hereinbelow with 18 (eighteen) months from the date of agreement of the sale. After received the said earnest money you the addressees of this notice acknowledge the same.

That in accordance with the terms of the agreement for sale dt. 30.11.2016 my aforesaid client further paid and you received a sum of Rs. 10,00,000/- (Rupees ten lakhs) only through cheque on 20.06.2017 as further earnest money to purchase the premises as described in the Second schedule hereinbelow and you the addressee acknowledge the same.

That in view of the terms of the agreement for sale dt. 30.11.2016 my aforesaid client requested you to execute and register the deed of sale in respect of the premises as described in the Second schedule hereinbelow on the property as described in the First Schedule hereinbelow by taking balance consideration money. But you the addressees did not received the balance consideration money from my aforesaid client and at the material point of time they refused to execute and register the deed of sale in respect of the premises as described in the second schedule hereinbelow. You the addressees of this notice further divulged that you would execute and register the deed of sale in favour of my aforesaid client while you will execute and register the deed of sale in favour of the other intending purchasers of the said building.

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That meanwhile my aforesaid client came to learn that a concerned namely "Vishal Mega Mart" affixed a Sign-board in front of the premises as described in the Second schedule hereinbelow. My aforesaid client visited and met with the person of the "Vishal Mega Mart" and asked him about cause of affixed of the said signboard. However on reply the said person stated that Vishal Mega Mart purchased the same. But the said person did not show any documents of ownership.

That thereafter on many occasion and lastly on 07.07.2018 my aforesaid client requested you the addressees of this notice to execute and register the deed of sale by taking balance consideration from my aforesaid client as because the stipulated time of the Agreement for Sale will be expire very soon. But neither you the addressee gave any reply nor did not perform the part of the contract in terms of the Agreement for sale dt. 30.11.2016.

That you the addressees of this notice are under obligation to execute and register the deed of sale in respect of the premises as described in the second schedule hereinbelow in favour of my aforesaid client and you do not have any right to deliver the possession of the premises as described in the second schedule hereinbelow in terms of the Agreement for sale dt. 30.11.2016 in favour of any stranger persons.

Under such circumstances I on behalf of my aforesaid client do hereby call upon you to comply the

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term and conditions laid down in the Agreement for sale dt. 30.11.2016 and the supplementary Agreement for Sale dt. 30.11.2016 within 15 (fifteen) days from the date of receipt of this notice; failing which my aforesaid client will not ~~hesitated~~ any more to take the shelter of law, for which you will be bare the cost and consequences.

Thanking you,

Yours faithfully,

Asok Kumar Ghosh
Advocate.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Entire Property)

ALL THAT piece and parcel of Bastu land measuring about 24 Cottahs 13 Chittacks 26 Sq.ft. more or less along with Basement + G + 7 storied building standing thereon known and named as "ALPHA HIGHRISE" comprised in R.S. Dag No. 2007, R.S. Khatian No. 374/1 corresponding to L.R. Dag No. 2525, L.R. Khatian Nos. 6453, 6455, 6454, 6456, 6457, 6458 under Mouza- Mrigala, J.L. No. 102, P.S. Dankuni, District- Hooghly, Pin- 712 311 under Dankuni Municipality Ward No. 13, Additional District Sub-Registry office, Janai Butted and bounded by :-

ON THE NORTH : Land of Bhagawan Das;
ON THE SOUTH : Land of Pal Choudury/Petrol Pump.
ON THE EAST : Durgapur Express way.
ON THE WEST : Sumani/J. Tosh Tiles Show room.

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THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL that One office on the Second Floor Front side on the South East Corner having Covered area measuring about 594.40 Sq.ft. and super built up area measuring about 743 sq.ft. more or less.

Handwritten note in blue ink, partially illegible.

Asok Kumar Ghosh

Advocate