

Soumita Ghosh

Advocate

High Court, Calcutta

C/o. Law Book Stall
6, Old Post Office Street,
Opposite to E-Gate Calcutta High Court
Kolkata-700 001
Mob : 9836543670
Email : soumita.ghosh111@gmail.com

BY SPEED POST WITH A.D

To
Sri Heronmoy Das,
son of Late Bishnu Charan Das,
25, Brojonath Dutta Lane,
P.S- Muchipara, Kolkata - 700012

Sub: Non compliance of the terms and conditions of
the Deed of Agreement dated 27.09.2013
executed by and between Sri. Heronmoy Das,
the Vendor & Smt. Chandana Mallik (Mandal),
the purchaser.

My Client : Smt. Chandana Mallik (Mandal), W/O
Gorachand Mandal.'

Dear Sir,

Under the direction and on behalf of my Client above named, I do hereby
serve upon you the following legal notice and would like to draw your kind
attention to the following facts :-

That my Client as an intended purchaser had entered into a contract with
you by signing an Agreement Dated 27.09.2013 for purchase of a Flat to
be constructed at the Second Floor of premises no. 10A, Harish Sikdar
Path (Assessee No. 11-040-09-0003-6), Holding No. 256, Block No. II, Ward
No. 40, Kolkata- 700012 having super built up area of 690 Square Feet
more or less,.

That in terms of the said agreement dated 27.09.2013, my Client have
already paid to you a total sum of Rs. 3500000/- (Rupees Thirty Five
lakh)only including Rs. 50000/- (Rupees Fifty thousand) only as booking
money on different dates as mentioned below, out of the total consideration
of Rs. 3450000/- as enumerated in the said agreement.

Cheque Number	Date	Amount
273857	08.08.2013	50000.00
266051	27.09.2013	1000000.00
266053	11.02.2014	600000.00
266054	21.04.2014	600000.00
266057	30.07.2014	600000.00
266065	24.11.2014	150000.00
346910	23.11.2015	200000.00
070441	26.06.2016	300000.00
<u>TOTAL</u>		<u>3500000.00</u>

That in spite of receiving full consideration as per the said agreement dated 27.09.2013, you have failed to deliver the possession of the said flat to my Client within the stipulated period of **Twenty Months** from the date of Agreement i.e. **within 26.05.2015**, in terms of Clause 3 of the said agreement and also failed to execute the sale deed in respect of the said Flat.

That you have failed to fulfill your obligation even within a reasonable grace period of 6 (Six) months and the said building are not properly habitable as that is still under construction and there are larger security issues.

That in addition, there are substantial changes in final layout, apartment size, floor plan and number of units as well as the number of floors, which

is very much apparent. Such deviation is very much contrary to the sanctioned Plan No. 2012050018 Dated 16.10.2012 of Kolkata Municipal Authority.

That you have failed to arrange basic amenities for the said building like proper drainage, sewerage, soak-pits, rain water and waste water drainage systems, fire safety systems and even failed to install a lift .

That due to the failure on your part to comply with the conditions of the Deed of agreement dated 27.09.2013, my Client had to suffer a lot and had to sustain huge loss due to her investment of Rs. 3500000/- (Rupees Thirty five lakh) only towards the advance purchase proceeds of the said flat .

Under the circumstances, as a last resort to settle the issue, you are requested to:

1. Complete all necessary incomplete works of the building including drainage, sewerage, soak-pits, rainwater and waste water drainage systems, water proofing, interior and exterior finishing, fire safety systems, Lift, etc. within one month from the receipt of this letter.
2. Take necessary step/steps for legalization/regularization of all deviation of the building/floor, final layout, apartment size, floor plan and number of units as well as the number of floors etc. within one month from the receipt of this letter.
3. Deliver possession of the Flat No. 2A to my Client after providing Certificate of Occupancy or completion certificate from Kolkata Municipal Corporation within one month from the receipt of this letter.

Soumita Ghosh

Advocate
High Court, Calcutta

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6, Old Post Office Street,
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Email : soumita.ghosh111@gmail.com

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4. Pay interest to my Client @ 18% P.A on Rs. 3500000/- (Rupees Thirty five lakh) only as interest for delay from 26.05.2015 till the handing over the possession of the said flat within one month from the receipt of this letter.
5. Execute the sale deed in respect of the said flat in favour of my Client within one month from the receipt of this letter.

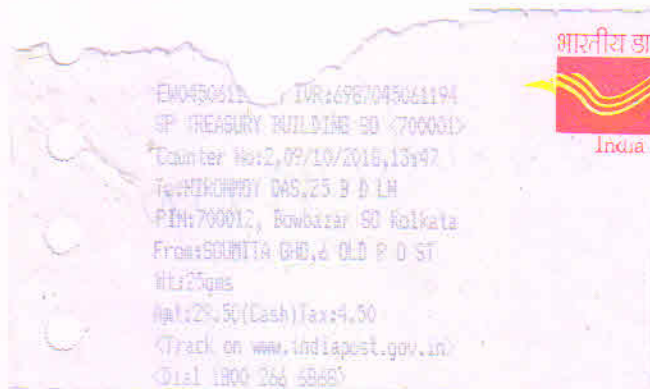
It is expected that you will act accordingly and shall fulfill the above stated lawful demands within one month of receipt of this letter failing which my Client shall have no other alternative but to terminate the agreement Dated 27.09.2013 without any further notice to you and shall claim for refund Rs. 3500000/- (Rupees Thirty five lakh) only with 18% interest P.A thereon from the date of actual payment as stated above till the date of refund including proper and adequate compensation for your deliberate act of deficiency and negligence.

Kindly treat this letter as final notice before initiation of any kind of legal proceedings before the appropriate Court of Law or forum.

Thanking you,
With Regards,

Soumita Ghosh

SOUMITA GHOSH
Advocate



Kolkata
9TH OCTOBER, 2018.

REGISTERED POST WITH A/D

Dated : 05.11.2018

To
Smt. Chandana Mallik (Mandal)
Wife of Sri Gora Chand Mandal,
10A, Harish Sikdar Path
Flat no.2A, 2nd Floor
Kolkata - 700012.

My Client : Sri Heronmoy Das, Son of Late Bishnu Charan Das,
residing at 25, Brojo Nath Dutta Lane, Police Station
- Muchipara, Kolkata - 700012.

Re : Your letter dated 09.10.2018 served upon my client
regarding possession and occupation over one flat on
the Second Floor lying and situated at 10A, Harish
Sikdar Path, Flat no.2A, Police Station - Muchipara,
Kolkata - 700012, within the Ward No. 40.

Madam,

Your aforesaid letter dated 9.10.2018 served upon my client
abovenamed have been very recently handed over to me with the
instructions to give suitable reply thereto which I do hereby as under :

1. That at the very outset my client states that you have no entitlement
to serve such alleged letter dated 09.10.2018 upon my client abovenamed.
2. That you have no locus standi to serve such alleged letter dated
09.10.2018 upon my client abovenamed as you already possessed in respect
of one flat being no.2A, on second floor lying and situated at 10A, Harish
Sikdar Path, Flat no.2A, Police Station - Muchipara, Kolkata - 700012,
within the Ward No. 40 since September, 2014 by virtue of Agreement for
Sale dated 27.09.2013 made between my client abovenamed and you.
3. That it is pertinent to mention that the clause 5 of the said agreement
dated 27.09.2013 it has been clearly stated that after the date of possession
of the flat in question the purchaser shall have no right to raise any
objections of any nature or other claim regarding completion of the said flat.
4. That at the time of execution of the said agreement dated 27.09.2013
it was stated that the area of the flat is 690 sq.ft. super built up area but

after completion of the said flat the area has becomes 875 sq.ft. super built up area hence, the total consideration stands at Rs.5000 x 875 sq.ft. i.e. Rs.43,75000/- as such balance due consideration to be paid by you Rs.8,75,000/- which is to be completed with in a month from the date of receipt of this letter and after payment of such consideration of Rs.8,75,000/- my client will execute and register the Deed of Conveyance in respect of the said flat in favour of you.

However without prejudice to my said client all other rights and contentions my client now states as follows:-

- a) Please take note that my client expresses his unwillingness and/or inability to pay the interest @18% p.a. on Rs.35,00,000/- (Rupees Thirty Five Lakhs) only as stated in your letter dated 09.10.2018 w.e.f. 26.05.2015 in favour of you and also expresses my client's inability to fulfill your motivated demand in this matter.
- b) It is now crystal clear that malpractice and/or mis-representations have been committed upon my client and as such my client reserves his right to take out appropriate proceedings before the competent Forum against all persons concerned as he will be so advised

In view of such facts and circumstances, if you still chooses to take out any proceedings to fulfill your most illegal, illegitimate and unlawful demand and/or claim upon my client abovenamed you may do so at your sole risks and responsibilities and in that event my client abovenamed shall reserves his right to take appropriate defence before the competent court of law (both Civil & Criminal) holding all persons concerned liable for such consequences.

Thanking you,

Yours faithfully,
Subir Kumar Sen
Advocate

Soumita Ghosh
Advocate
HIGH COURT, CALCUTTA

Chamber :
6, Old Post Office Street
Kolkata-700 001
Phone : 9836543670(M)
Residence :
4, Darmahata 1st Lane,
Kolkata -700006
Email : soumita.ghosh111@gmail.com

TO

BY SPEED POST WITH A.D

Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das,
25, Brojonath Dutta Lane,
P.S- Muchipara, Kolkata- 700012.

Ref: Letter Dated 05.11.2018 from Advocate Subir Kumar Sen.

My Client: Smt Chandana Mallik (Mandal), W/O Gorachand Mandal.

Dear Sir,

The letter under reference addressed to my client above named is being acknowledged herewith.

Under the direction and on behalf of my Client, I would like to submit that all the allegations made in the above referred letter are false, fabricated, concocted and far from the material fact.

Page | 1

It is an admitted fact that my Client along with her family members are in occupation of the said flat temporarily but at the same time it is a fact that you have not provided to my Client any letter of possession or letter of occupancy or completion certificate from the appropriate Authority with regard to the said flat as on date, neither you have provided the revised sanctioned plan of the building substantiating the material deviation from the original sanctioned B.S Plan No. 2012050018 Dated 16.10.2012.

Kindly be it noted that my Client is ready and willing to pay requisite sum of money as balance consideration of the said flat if any, according to the actual super built up/ built up/carpet area of the said flat subject to the verification of actual measurement by any Authorised surveyor and after getting the revised sanctioned plan as well as the completion certificate from the Appropriate Authority.

So far your claim is concern with regard to having no right of my Client as par Clause 5 of the Agreement Dated 27.09.2013, be it noted further that since no possession letter or letter of occupancy was issued in favour of my Client till date, she has every right to raise objection in every respect.

Soumita Ghosh
Advocate
HIGH COURT, CALCUTTA

Chamber :
6, Old Post Office Street
Kolkata-700 001
Phone : 9836543670(M)

Residence :
4, Darmahata 1st Lane,
Kolkata -700006
Email : soumita.ghosh111@gmail.com

Under the circumstances, you are hereby requested to provide my client:

1. The revised sanctioned plan of the building and completion certificate from the competent Authority.
2. Pay interest to my Client @18% P.A on Rs.3500000/- as interest for delay of handing over the possession of the said flat from 26.05.2015 till the actual date of providing possession.
3. Complete all necessary incomplete works of the building as already pointed out to you vide letter Dated 09.10.2018.
4. Finalize a date for registration of the said flat as early as possible.

It is expected that you will take necessary step and or steps within 15 (days) of receipt of this letter failing which my client shall have no other alternative but to terminate the agreement Dated 27.09.2013 Page | 2 and to initiate proper legal proceedings against you before the appropriate forum.

Thanking You,

Yours faithfully,

Soumita Ghosh

SOUMITA GHOSH
Advocate.

30th Day of November, 2018.

Kolkata.



सुमिता घोष
उच्च न्यायालय, कोलकाता
कमरा नं. 6, पुराना पोस्ट ऑफिस स्ट्रीट
कोलकाता-700 001
फोन : 9836543670 (M)
ईमेल : soumita.ghosh111@gmail.com



o/c

Soumita Ghosh
Advocate
HIGH COURT, CALCUTTA

Chamber :
6, Old Post Office Street
Kolkata-700 001
Phone : 9836543670(M)
Residence :
4, Darmahata 1st Lane,
Kolkata -700006
Email : soumita.ghosh111@gmail.com

To
Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das,
25, Brojonath Dutta Lane,
P.S- Muchipara, Kolkata- 700012.

BY REGISTERED POST WITH A.D

Ref: Legal Notice Dated 09.10.2018 and 30.11.2018.
My Client: Smt Chandana Mallik (Mandal), W/O Gorachand Mandal.

Sub: Termination of the agreement Dated 27.09.2013

Dear Sir,

Under the direction and on behalf of my Client, I have served upon you two legal notices dated 9th October, 2018 and 30th day of November, 2018, categorically stated therein the grievances of my Client towards your deliberate act of negligence to fulfill the lawful demands of my Client in line with the agreement Dated 27.09.2013 with a request to take immediate step and/or steps to settle the issues.

Page | 1

It is a matter of regret that despite being specifically noticed about the consequences, you have failed to take any initiative to settle the issues; rather you have preferred to ignore the lawful demands of my Client in a very disgraceful manner.

As you have failed to fulfill your obligation and even have failed to avail the cooperation extended from the part of my Client, my Client have no other alternative but to terminate the agreement dated 27.09.2013.

Accordingly please take notice that the Agreement Dated 27.09.2013 executed between you and my Client is being terminated by my Client above named and you are requested to refund the amount of Rs.3500000.00/- (Thirty Five lakh) only with 18% accrued interest P.A thereon as par following table of calculation within fifteen days of receipt of this letter through Demand Draft or Banker's Cheque of any Scheduled Commercial Bank in favour of my Client, failing which my Client shall be at liberty to initiate proper legal proceedings against you before the Appropriate forum. Kindly be it

noted that the interest is being calculated up to the current date only. You have to pay the accrued interest till the actual date of refund to my Client.

Amount Of Advance	Date of Payment	Interest up to 28.12.2018 @ 18%
Rs. 50000.00	08.08.2013	Rs. 79260.00
Rs. 1000000.00	27.09.2013	Rs. 1523587.00
Rs. 600000.00	11.02.2014	Rs. 817323.00
Rs. 600000.00	21.04.2014	Rs. 770925.00
Rs. 600000.00	30.07.2014	Rs. 706365.00
Rs. 150000.00	24.11.2014	Rs. 158669.00
Rs. 200000.00	23.11.2015	Rs. 145284.00
Rs. 300000.00	26.06.2016	Rs. 166678.00
Total Amt. Of Advance Rs.3500000.00		Total Amt. Of accrued Interest Rs.4368091.00

Page | 2

It is expected that you will act accordingly and oblige.

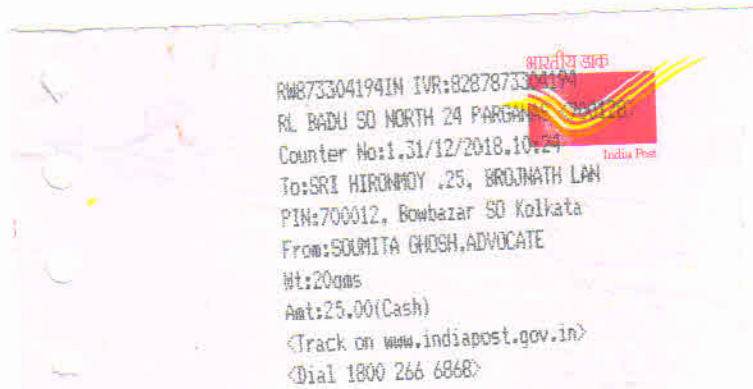
Thanking You,

Yours faithfully,

Soumita Ghosh

SOUMITA GHOSH
Advocate.

29th Day of December, 2018.
Kolkata.





Soumita Ghosh
Advocate
HIGH COURT, CALCUTTA

Chamber :
6, Old Post Office Street
Kolkata-700 001
Phone : 9836543670(M)
Email : soumita.ghosh111@gmail.com

To

BY REGISTERED POST WITH A.D

Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das,
25, Brojonath Dutta Lane,
P.S Muchipara, Kolkata 700012.

Page | 1

ALTERNATIVE ADDRESS

To

Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das,
29F, Creek Row (Das Villa)
Kolkata 700016.

Ref: Legal Notice Dated 09.10.2018, 30.11.2018 and
29.12.2018.

My Client : Smt. Chandana Mallik (Mandal),
W/O Gorachand Mandal.

Sub : Non refund of Rupees Thirty Five Lakhs with interest.

Sir,

Under the direction and on behalf of my client, I have already served upon you three legal notices as referred above and thereby pointing out the gross negligence and deficiency of service on your part towards extending the services towards my client above named. By terminating the Agreement Dated 27.09.2013 executed by and between you and my Client, you were requested to make necessary step and /or steps within 15 days of receipt of the Final notice Dated 29.12.2018, to refund the

amount of Rs. 3500000/= only along with interest @18% to be calculated till the actual date of refund to my Client.

Page | 2

Copies of the legal Notices as stated above are annexed hereto.

It is a matter of regret that nothing tangible is yet to notice till date and my Client has not received any refund from you till date.

On the other hand it was come to the knowledge of my Client that a notice bearing No. 1422 Dated 03.01.2019 against the unauthorised construction at Premises No. 10 A, Harish Sikder Path, was served by the Kolkata Municipal Corporation Authority.

Copy of the Notice of KMC as stated above is annexed hereto.

My Client also witnessed that on 24.06.2019 some portion of the unauthorised construction of the said premises was demolished by the KMC Authority in presence of the Police personnel of Muchipara P.S, though the remaining unauthorised portion of the entire premises is not being demolished yet and you are still carrying out construction / repairing work in a highly illegal manner without adhering to the legal notice/action of the Authority concern.

It is matter of grave concern:

That the original B.S plan No. 2012050018 Dated 16.10.2012 was time barred on 17.10.2017 and you have failed to obtain /produce any revised B.S plan.

That you have neither supplied my Client the Completion Certificate/
Certificate of Occupancy issued/granted by the KMC Authority nor give **Page | 3**
the rightful possession of the Flat No. 2A, in the above stated premises.

That you are well aware of the fact that in term of Section 403(2) of the
Kolkata Municipal Corporation Act, 1980 read with Section 32 of The
Kolkata Municipal Corporation Building Rules, 2009, no person shall
occupy or be permitted to occupy a building erected in respect of which a
completion certificate / partial completion certificate has not been issued
by the KMC Authority concern.

That in term of Section 3(1) of The West Bengal Housing Industry
Regulation Act, 2017, as you have failed to procure completion certificate
of the said premises till date, you are required to register the said real
estate project with the WBHIRA Authority. On enquiry, it is revealed to
my Client that you have not yet registered the project with the concern
Authority and still continuing advertisement /offer to sell and selling
flats/ apartments within the said real estate project in clear violation of
the said Act.

Under the circumstances, you are requested to make immediate
arrangement to refund Rs. 3500000/- (Rupees Thirty Five Lakh) Only
along with interest @18% from the actual date of payment till the actual
date of refund, to my Client, within 15 days of receipt of this notice,
failing which my Client shall have no other alternative but to approach
before the appropriate Court/forum for redressal of her grievance and
recovery of money.

Kindly treat this communication as final notice from and on behalf of my Client above named.

Page | 4

Please acknowledge the receipt and oblige.

Thanking you,

Yours faithfully.

Soumita Ghosh

SOUMITA GHOSH

ADVOCATE

Enclo: As stated

Dated: 13.08.2019



Office of the Executive Engineer (Building)
THE KOLKATA MUNICIPALITY CORPORATION
Borough No. IV

Address : 22 Surya Sen Street, Kolkata- 700 012.

S.V-S.C Roy
P/S take w/h

Shy

To
The Officer-in-Charge

P/R - Hiranmoy Das

O/C-Lat
03/01/19

Muchipara P.S.
Kolkata Police.

RE: Unauthorised Construction at Premises No. 10A Hrish
Sikdar, Path
Ward no. 040 Borough No. V

With reference to the above this is to inform you that the Notice U/S 401 of the K.M.C. Act 1980, since served on the Person/s Responsible at above mentioned Premises No.

You are, therefore, requested to follow up action, in the prevention of the Unauthorised Construction of the above premises including keeping strict vigil over the Person/s Responsible and his men and machinery, engaged for doing such Unlawful work.

This is to in pursuance of the decision taken by the appropriate authorities and the Order passed by Commissioner (Kolkata Police) vide No. 440 dated 26.12.2011.

The following information are given below for your perusal :-

- No. & date of Notice of the K.M.C. Act, 1980 : 1422 Ad - 3.1.19
- If there is Sanctioned Plan In respect of the above premises but the construction area in deviation from the said Sanctioned Plan (mention Plan No. with date of sanction & validity, if any) : NO.
- The construction are without sanction : Yes
- Where there is order of any Court of any Court of Law refraining any authorities to take such action : N/A.
- Brief Description of the Unauthorised Construction : M.C. Col. beam, roof break work

at 5th & 6th story without B.S. plan.

Yours faithfully,
03/01/19
S.V. Roy
Assistant Engineer (C)
Building Department
Borough IV & V

REGISTERED POST WITH A.D



From :
Soumita Ghosh, Advocate
6, Old Post Office Street, Law Book Stall,
Opposite to High Court E Gate,
Kolkata 700001. 9836543670

51 ✓

TO,
Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das
29 F, Creek Row (Das Villa)
Kolkata 700016.
Mob : 9830391824

N/C
700014

②②

REGISTERED POST WITH A.D



From :
Soumita Ghosh, Advocate
6, Old Post Office Street, Law Book Stall,
Opposite to High Court E Gate,
Kolkata 700001. 9836543670

TO,
Sri Heronmoy Das,
S/O Lt. Bishnu Charan Das
29 F, Creek Row (Das Villa)
Kolkata 700016.
Mob : 9830391824

N/C
700014

51 ✓
②③

भारतीय डाक



RN2661211631N

Counter No: 4, 13/08/2019, 11:20

Am: 40.00 (Cash) Wt: 76gms

From: NEW MARKET SO <700087>

From: Hub

To: Hub

Del: PO: Park Street HQ <700016>

16/8/19
Indimention
Saree
17/8/19



SUBIR KUMAR SEN
Advocate
HIGH COURT, CALCUTTA

Chamber
40/1, Ramanath Kabiraj Lane
Kolkata - 700012
Ph : (033) 2237 2240
(M) 9830425440

REGISTERED POST WITH A/D

Dated : 12.09.2019

To
Smt. Chandana Mallik (Mandal)
Wife of Sri Gora Chand Mandal,
10A, Harish Sikdar Path
Flat no.2A, 2nd Floor
Kolkata - 700012.

My Client : Sri Heronmoy Das, Son of Late Bishnu Charan Das,
residing at 25, Brojo Nath Dutta Lane, Police Station
- Muchipara, Kolkata - 700012.

Re : Reply of your letter dated 13.08.2019 served upon my
client regarding non-refund of Rs. 35,00,000/-
(Rupees Thirty Five Lakhs) only together with interest
thereon..

Madam,

Your aforesaid letter dated 13.08.2019 served upon my client
abovenamed have been very recently handed over to me with the
instructions to give suitable reply thereto which I do hereby as under :

1. That at the very outset my client states that you have no entitlement
to serve such alleged letter dated 13.08.2019 upon my client abovenamed.
2. That you have no locus standi to serve such alleged letter dated
13.08.2019 upon my client abovenamed as you already possessed in respect
of one flat being no.2A, on second floor lying and situated at 10A, Harish
Sikdar Path, Flat no.2A, Police Station - Muchipara, Kolkata - 700012,
within the Ward No. 40 since September, 2014 by virtue of an agreement for
Sale dated 27.09.2013 made between my client abovenamed and you.
3. That it is pertinent to mention that the clause 5 of the said agreement
dated 27.09.2013 it has been clearly stated that after the date of possession
of the flat in question the purchaser shall have no right to raise any
objections of any nature or other claim regarding completion of the said flat.

SUBIR KUMAR SEN
Advocate
HIGHCOURT, CALCUTTA

Chamber
40/1, Ramanath Kabiraj Lane
Kolkata - 700012
Ph : (033) 2237 2240
(M) 9830425440

2

4. That at the time of execution of the said agreement dated 27.09.2013 it was stated that the area of the flat is 690 sq.ft. super built up area but after completion of the said flat the area stands at 875 sq.ft. super built up area hence, the total consideration stands at Rs.5000 x 875 sq.ft. i.e. Rs.43,75000/- as such balance due consideration to be paid by you Rs.8,75,000/- which is to be completed with in a month from the date of receipt of this letter and after payment of such consideration of Rs.8,75,000/- my client will execute and register the Deed of Conveyance in respect of the said flat in favour of you.

Be it noted that my client expresses his unwillingness and/or inability to refund Rs. 35,00,000/- (Rupees Thirty Five Lakhs) only along with interest as stated in your letter dated 13.08.2019.

In view of such facts and circumstances, if you still chooses to take out any proceedings to fulfill your most illegal, illegitimate and unlawful demand and/or claim upon my client abovenamed you may do so at your sole risks and responsibilities and in that event my client abovenamed shall reserves his right to take appropriate defence before the competent court of law (both Civil & Criminal) holding all persons concerned liable for such consequences.

Thanking you,

Yours faithfully,
Subir Kumar Sen
Advocate