

To,

The West Bengal Housing -

Industry Regulation Authority

Calcutta Greens Commercial Complex (1<sup>st</sup>Floor )

1050/2, Survey Park, Kolkata – 700075

Dear Sir/Madam,

I, **Mrs. Ratna Roy** w/o of Sri TapankumarRoy, residing at vill – Hatgachauttarpar, P.O. – Banipur ,P.S. – Sankrail,Dist - Howrah,PIN – 711304 was booked a residential **2 BHK** apartment (Flat) at **RIYA MANBHARI GREENS PROJECTS LLP (PHASE -1)**, MOUZA DOMJUR, J.L NO- 33 and MOUZA MAKARDAHA, J.L NO – 34, Police Station –DOMJUR within DOMJUR GRAM PANCHAYAT ; ( **Head office-RIYA MANBHARI PROJECTS LLP,"NARAYANI BUILDING" 1<sup>st</sup>floor,Room no -101,27Braboune Road, Kolkata-700001)HOWRAH. ( BLOCK NO -6 ,FLAT NO – 8G ) .**

However it is pity say terms and Conditions of the agreement has not been followed by the developer.

1 . I have paid Rs – 24,55,864 of Total flat value Rs – 27,05,986 of my booked flat as per payment terms of the developer, but it has been passed away a long period where they did not provide me any **possession notice** ( As per agreement which must be provided within a maximum period of 11 (eleven ) months from date from the completion date of said flat/apartment,which was **booked by me on – 19-Nov-2017 and Agreement done on 28-Dec-17.**

2 . Several times I asked from the developer for provide me **Completion Certificate ( C.C )**of the flat/ apartment as well as the entire project with it,**Occupancy Certificate ( O.C )**but the developer is unable to provide the same documents till date.

3 . On 04/01/2020 I send a legal notice to the developer but they were not in response of the notice. Apart from the aforesaid documents I asked for others some documents like – **GST registration related documents, up to date**

**Panchayat Tax receipts, Sanction plan of entire project including parking area layout, total itemized payment that they have charged and total paid amount, final measurement of flat etc.** (One copy of legal notice is attached with this complaint )

4 . Now the developer is refuse to providing any cover car parking , even they were refused to show the up to date availability of cover parking and cover parking layout, for the cover car parking I asked them and mail them a lot of times.

5 . They are sending me Maintenance Bills in a regular basis without giving me possession.

6 .On date (30-August-2019) on 5;01 p.m they send me a mail wherein they claimed for **Rs – 3,47,626 and imposed extra interest and GST** on outstanding payment of said flat/apartment also warn us that **they would cancel our flat.**

Now the developer is pressuring me in terms of sell agreement to get registration of said flat and pay outstanding amount with extra interest which is not payable. Please note that the developer already took some amount in the name **of extra facilities, Club House Development, Electricity, legal fees, maintenance etc.**

**I would request you to look into the matter and resolve my problems as early as possible that I can get my flat/apartment and cover car parking.**

Thanking you,

Date – 17/03/2020

your's faithfully,

**Ratna Roy.**

**9073192969/6289643102**

Dated this 28<sup>TH</sup> day of DECEMBER, 2017

Between

Manbhari Estates Pvt. Ltd. & Ors.  
... Owners

And

Riya Manbhari Projects LLP  
... Developer

And

MRS. RATNA ROY

... Buyer

AGREEMENT

Flat No. 867, 8<sup>TH</sup> Floor

Block 6

( ) Open/Covered Car Park

Riya Manbhari Greens

Domjur

District Howrah

Only Booking Amount  
Cleaned.  
Rs 67,864/- is in Chit  
Cleaning

Saha & Ray

Advocates

3A/1, 3<sup>rd</sup> Floor

Hastings Chambers

7C, Kiran Shankar Roy Road

Kolkata-700001



पश्चिम बंगाल WEST BENGAL

13AB 513269

1 Manish Estates Pvt. Ltd.	19 Rajeshwar Agarwal
2 Mukand Commercial Pvt. Ltd.	20 Pratik Gupta
3 Madhusudan Tie Up Pvt. Ltd.	21 Ashish Barer Pvt. Ltd.
4 Rya Ecozone Private Limited	22 Dinkal Heights Pvt. Ltd.
5 Sankarochan Barer Pvt. Ltd.	23 Nrida Saha Pvt. Ltd.
6 Anika Tradelink Pvt. Ltd.	24 Gourayoni Tradelink Pvt. Ltd.
7 Narender Barer Pvt. Ltd.	25 Jagmohan Tie Up Pvt. Ltd.
8 Aadarak Infra-promoters Pvt. Ltd.	26 Cornflower Ecozone Pvt. Ltd.
9 RBS Packaging Pvt. Ltd.	27 Sarbati Gupta
10 Khenu Mercantile Pvt. Ltd.	28 Sachinbar Dealer Pvt. Ltd.
11 Avanganga Tie Up Pvt. Ltd.	29 Jhilmil Consultant Pvt. Ltd.
12 Khatu Barer Pvt. Ltd.	30 Motwar Nirvan Pvt. Ltd.
13 Magella Tradelink Pvt. Ltd.	31 Motwar Nirvan Pvt. Ltd.
14 Eshwari Tie Up Pvt. Ltd.	32 Alpika Commodore Pvt. Ltd.
15 Ghanender Barer Pvt. Ltd.	33 Angelica Volinay Pvt. Ltd.
16 Prabhu Dayal Gupta-HUF	34 Mani Wags Pvt. Ltd.
17 Pawan Kumar Agarwal	35 Khatu Ecozone Pvt. Ltd.
18 Pawan Kumar Agarwal-HUF	36 Lily Commodore Pvt. Ltd.

Pawan K. Agarwal  
Constituted Attorney

Riya Manbhari Projects LLP

Pawan K. Agarwal  
Partner / Designated Partners

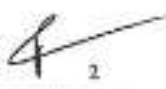
AGREEMENT

1. Date: 28/12/2017.

2. Place: Kolkata

Radhika Das

3. Parties
- 3.1 Madhusudan Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.301, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAGCM0751P)
- 3.2 Riya Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chitranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAECR8766R)
- 3.3 Mukund Commercial Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.405, 4<sup>th</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAGCM0750N)
- 3.4 Manbhari Estates Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.301, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAFCM6823M)
- 3.5 Sankatmochan Barter Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.405, 4<sup>th</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AANCS1985J)
- 3.6 Amiya Tradelink Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata-700001, Police Station Burrabazar (PAN AAICA1426D)
- 3.7 Rameshwar Barter Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.301, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAECR3928B)
- 3.8 Adarsh Infrapromoters Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 18A, Mayfair Road, Kolkata-700019, Police Station Karaya (PAN AAICA8899A)
- 3.9 PBS Packaging Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.102, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AADCP9642H)
- 3.10 Khata Mercantile Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.302, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AACCK8675J)
- 3.11 Akashganga Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata-700001, Police Station Burrabazar (PAN AAICA1368A)
- 3.12 Khata Barter Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.302, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AACCK8673Q)
- 3.13 Magnolia Tradelink Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chitranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAHCM0527C)
- 3.14 Edelweiss Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.301, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AACCE6364N)
- 3.15 Oleander Barter Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chitranjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AABCO4338H)

Rabina Roy  2

- 3.16 Prabhū Dayal Gupta-HUF, represented by its Karta, Prabhū Dayal Gupta, son of Boduram Gupta, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN AACHP9247G)
- 3.17 Pawan Kumar Agarwal, son of Boduram Gupta, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN ACSPA8852C)
- 3.18 Pawan Kumar Agarwal-HUF, represented by its Karta, Pawan Kumar Agarwal, son of Boduram Gupta, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN AAKHP9790A)
- 3.19 Rajeshwari Agarwal, wife of Pawan Kumar Agarwal, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN ACZPA1491L)
- 3.20 Pratik Gupta, son of Prabhū Dayal Gupta, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN AXCPG3233C)
- 3.21 Ashish Barter Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 18A, Mayfair Road, Kolkata-700019, Police Station Karaya (PAN AAJCA6504B)
- 3.22 Daffodil Heights Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 84A, Chintamanjan Avenue, Kolkata-700012, Police Station Bowbazar (PAN AAECD0277B)
- 3.23 Mrida Sales Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-12, New Howrah Bridge Approach Road, Kolkata-700001, Police Station Burrabazar (PAN AAHCM5413H)
- 3.24 Damayanti Tradelink Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 18A, Mayfair Road, Kolkata-700019, Police Station Karaya (PAN AADCD3107D)
- 3.25 Jagmohan Tie Up Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AACCJ2738F)
- 3.26 Coenflower Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 45/2, B.T. Road, Kolkata-700002, Police Station Cossipore (PAN AAEC6075G)
- 3.27 Prabhū Dayal Gupta, son of Boduram Gupta, residing at 3<sup>rd</sup> Floor, Block GA6, Phase II, Ganges Garden, 106, Kiran Chandra Singha Road, Howrah-711102, Police Station Shibpur (PAN ADYPG0796Q)
- 3.28 Sadabahar Dealers Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 10, Clive Row, Kolkata-700001, Police Station Hare Street (PAN AAJCS9178F)
- 3.29 Jhilmil Consultant Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 10, Clive Row, Kolkata-700001, Police Station Hare Street (PAN AABCJ6814F)
- 3.30 Natwar Nirman Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.302, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AADCN8204F)
- 3.31 Natwar Nives Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.302, 3<sup>rd</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AADCN8206F)

Rahna Roy



- 3.32 Alpinia Commotrade Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 46/2, B.T. Road, Kolkata-700002, Police Station Cossipore (PAN AAJCA9845M)
- 3.33 Angelica Vinimay Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-10, New Howrah Bridge Approach Road, Kolkata-700001, Police Station Bumbazar (PAN AAJCA9846J)
- 3.34 Mare Nivas Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at 46/2, B.T. Road, Kolkata-700002, Police Station Cossipore (PAN AAHCM1604J)
- 3.35 Khari Enclave Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Room No.102, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAECK5623Q)
- 3.36 Lily Commotrade Private Limited, a company incorporated under Companies Act, 1956, having its registered office at 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AAOCL1308F)

All represented by their constituted attorney, Riya Manbhari Projects LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Room No.101, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street, acting through its authorized signatory, MR. TAPAN KUMAR AGARWAL, son of SRI BODURAM GUPTA, of Room No.101, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street

(collectively Owners, includes successors-in-interest)

And

- 3.37 Riya Manbhari Projects LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act, 2008, having its registered office at Room No.101, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street (PAN AANFR9619R), represented by its authorized signatory, MR. TAPAN KUMAR AGARWAL, son of SRI BODURAM GUPTA, of Room No.101, 1<sup>st</sup> Floor, 27, Brabourne Road, Kolkata-700001, Police Station Hare Street

(Developer, includes successors-in-interest and/or assigns)

And

- 3.38 MRS. RATNA ROY W/O MR. TAPAN KUMAR ROY  
RESIDING AT:- HATGACHA LITTA PARA, BANIPUR  
SANKRAIL, STATE- WEST BENGAL, PS- SANKRAIL,  
PIN - 71304

(Buyer, includes successors-in-interest)

Owners, Developer and Buyer collectively Parties and individually Party.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

4.1 Transfer of Said Flat And Appurtenances Terms and conditions for transfer of:

- 4.1.1 Said Flat Residential Flat No. 86, 8<sup>th</sup> floor, having built-up area of approximately 656 (SIX HUNDRED AND FIFTY SIX) square feet (corresponding to super built-up area of 852 (EIGHT HUNDRED AND FIFTY TWO))

Ratna Roy

[Signature]

# RIYA MANBHARI GREENS

## Customer Master Sheet

Name of Customer		Mrs. Ratna Roy						Date of Booking		19-Nov-17		
Joint Holder - 1st		NA						Date of Agreem.		28-Dec-17		
Joint Holder - 2nd		NA						Booked By		Direct - RMC		
Block	6	Floor	8th	Flat	G	Type of Flat	2 BHK	SBUA Area (In Sft)	826	Car/Bike Parking	N.A	
Basic Price (In Rs.)	2600		Floor Rise PLC :		70		Garden/South PCL		0	Parking Cost		
Club Development	50,000.00		Legal Fees		15,000.00		Total Associ. Formation Charges		826	Deposits		34,692
Electricity Charges Rs.35/-	28,910.00		Generator Charges		20,650.00		Total Increased Area (In Sft)		26	Increased Area Cost (If Any)		55,000.00
PAN No.	AAGPM2610N			Bank Finance		SBI		Total Flat Cost		2,410,498.00		
Activity Linked Payment Schedule							Details of Cheque Received					
Activity	Amount (Rs.)	PLC/Extra Charges	GST @ 12%	GST @ 10%	on Basic	PLC & Extra	Total	Deposit Date	Cheque No.	Amount (Rs.)		
On Booking		200,000	-	24,000	-	-	224,000	21-11-2017	000033	100,000		
On Agreement - Part	20%	240,520	11,564	28,862	-	2,082	283,028	06-12-2017	000034	124,000		
<b>Extra Charges - On Agreement</b>								26-12-2017	000042	67,864		
Legal Fees	50%	-	7,500	-	-	1,350	8,850	06-01-2018	RTGS	2,164,000		
Club Development Fees	50%	-	25,000	-	-	4,500	29,500					
On Piling	5%	110,130	2,891	13,216	-	520	126,757					
On Foundation	10%	220,260	5,782	26,431	-	1,041	253,514					
On Gr. Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 1st Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 2nd Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 3rd Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 4th Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 5th Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 6th Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
On 7th Floor Roof	5%	110,130	2,891	13,216	-	520	126,757					
Brick Work	10%	220,260	5,782	26,431	-	1,041	253,514					
Inside Plaster	10%	220,260	5,782	26,431	-	1,041	253,514					
On Possession	5%	110,130	2,891	13,215	-	520	126,756					
<b>Extra Charges - On Possession</b>												
Legal Fees	50%	-	7,500	-	-	1,350	8,850					
Club Development Fees	50%	-	25,000	-	-	4,500	29,500					
Generator Charges Rs.25/-	100%	-	20,650	-	-	3,717	24,367					
Electricity Charges Rs.35/-	100%	-	28,910	-	-	5,204	34,114					
Assoc. Formation Rs. 1/-	100%	-	826	-	-	149	975					
<b>Deposits on Possession</b>												
Maintainance Rs. 1.5/- for 12 Months		14,868	-	-	-	-	14,868					
Sinking Fund Rs. 1.5/- for 6 Months		7,434	-	-	-	-	7,434					
Panchayat Tax. 15/-	100%	12,390	-	-	-	-	12,390					
Less : Advance Against Earlier Demand		-	-	-	-	-	-					
<b>Total</b>		<b>2,237,292</b>	<b>173,206</b>	<b>264,311</b>	<b>31,177</b>	<b>2,705,986</b>		<b>Total</b>		<b>2,455,864</b>		
									<b>Due Amount</b>	<b>250,122</b>		



THE LAW OFFICES OF

1. **CHITRA BIANU GUPTA** ADVOCATE

High Court, Calcutta  
Bar Association, Room No. 15

Mobile: 98 36 13 1173  
Mobile: 93 31 13 1173  
cbgupta01@gmail.com

BY SPEED POST WITH A/D

04.01.2020

To

1. **RIYA MANBHARI PROJECTS LLP**

Room No. 101, 1<sup>st</sup> Floor  
27, Brabourne Road,  
Kolkata - 700001

2. **PAWAN KUMAR AGARWAL**

Authorised Signatory of  
Riya Manbhari Projects LLP  
Room No. 101, 1<sup>st</sup> Floor  
27, Brabourne Road,  
Kolkata - 700001

**PROPERTY REFERRED**

**FLAT NO. 8G, 8<sup>TH</sup> FLOOR, BLOCK 6,  
RIYA MANBHARI GREENS, DOMJUR, HOWRAH - 711409  
AS AGAINST AGREEMENT EXECUTED ON 28<sup>TH</sup> DECEMBER 2017**

**LEGAL NOTICE**

**TO DISCLOSE & ALLOT A PARKING SPACE TO MY CLIENT & TO PROVIDE  
THE COMPLETION CERTIFICATE AND/OR OCCUPANCY CERTIFICATE TO MY  
CLIENT**

**MY CLIENT**

**SMT. RATNA ROY, WIFE OF SRI. TAPAN KUMAR ROY  
HATGACHA, UTTARPARA, BANIPUR, SANKRAIL, PS SANKRAIL, PIN 711304**

Sir,

This is to give you a notice to immediately provide my client with the Completion Certificate and Occupancy Certificate with regards to the agreement dated 28<sup>th</sup> December 2017. In this regards, under the instructions from my above referred client and based on the information provided by her, I do hereby write to you as follows:

RESIDENCE & CHAMBER: F-1, CLUSTER-X, PURBACHAL, SECTOR-III,  
SALT LAKE, KOLKATA, 700097  
PHONE: (033) 23 35 9933

Chamber: 5 Garstin Place, 2<sup>nd</sup> Floor, Mezzanine, Near CMM Court, Bankstal, Kolkata, 700001

- That by way of an agreement dated 28<sup>th</sup> December 2017, you and my client agreed upon providing your service in constructing her a habitable residential apartment at Riya Manbhari Greens, MOUZA , Domjur ,J.L .No 33 and Mouza Makardaha, J.L No.-34 ,Police station-Domjur within Domjur Gram Panchayat; Howrah. (BLOCK NO - 6 ,FLAT NO-8G) However it is a pity to say that the terms of the agreement has not been followed in to by you.
- That the said agreement in clause 9.5 specifically stated that the said apartment shall be constructed and its possession be handed over within 5 months from the date of execution of this agreement (that is 28/12/2017) with a grace period of 6 months. As such the said possession ought to have been handed over to my client latest by 27<sup>th</sup> October 2018 even after inclusion of the grace period of 6 months. This was never done.
- It is pertinent to mention here that there were no information provided for there being any force majeure incidents happening at that area and as such there being any delay in handing over the possession till date does not arise. It is strange as to how come you have been delaying the hand over of the possession of the said apartment to my client till date. It will not be out of place to mention here that you have never even provided any letter to my client claiming that you are ready to hand over the possession of the said property too.
- That my client after wards has tried to get in touch with you to ask for the Completion Certificate and/or Occupancy Certificate. But the same was never provided to her. Please note that Completion certificate is a legal document that attests the fact that a building has been constructed in line with construction norms and it is mandatory for all developers to show completion certificate to have water and electricity connection in the building. However if you do not provide any such document then it will be difficult for my client to go ahead with the proper utilization of this apartment that she is entitled to. Not to mention that as per the West Bengal Housing Industry Regulation Act, 2017 (Amended 2019), you are bound to disclose

the same to my client. But till date in spite of repeated requests from my client the same was never provided to my client.

- That from the information that has been provided by my above referred client, she has stated time and to provide car parking with a lay out of car parking space which was strictly refused also never ever provided to her till date.
- That instead of complying, you sent my client an email dated 30/08/2019 (30th August 2019), at 5:01 pm wherein you claimed the rest of the payment amount of Rs. 3,47,626.00 inclusive extra interest and GST, taxes which my client is not entitled to pay only as possession of said apartment has not given on behalf of my client, let me ask you, is the said apartment ready to be handed over to my client? In that case, why have you not provided the Completion Certificate and/or Occupancy Certificate to my client when she claimed from you several times? Please be noted that as per the law you can not withhold the same from my client. And my client is legally entitled to the said property. You have on one hand failed to provide the completed apartment within the time frame promised to my client and on the other hand you have started providing pressure tactics to my client in order to extract more money from her in the name of the apartment. Please be noted it is mandatory to provide parking space with it's total layout and possession, so first of all I ask you to provide proper documentary evidence to my client by providing the Completion Certificate and/or Occupancy Certificate to her and then the question of the outstanding / further payment would be there.
- That the final price of Said apartment was introduced including the imposition of GST, it is hereby asked the details of GST amount charged by you including GST registration number of Organizations/Developer) However the same was never ever provided to my client. I strongly ask you to provide the same to my client as soon as possible as my client presumes and she has reasons to believe that these charges are merely taken from my client and the same are never deposited. My client further presumes and has reasons to believe that at that particular point of time you were not even having a GST number. As such my client wants that the GST number and the date of incorporation be also provided to <sup>her</sup> ~~him~~. Please note that my client is not

asking for anything that is illegal and / or anything that you cannot provide.

- Further as have been informed by my client that you have not even provided her with the Up to date panchayat Tax receipts. Please note that the up to date tax receipts are the right of my client to see. But the same was never provided to my client.
- That it is really a pity that you have even imposed maintenance charges to my client without even serving the possession of said apartment & without registration of society. I do not understand, how come you can start charging the maintenance amount to my client at a rate of Rs. 1,508 /- including GST 18% per month when you have not even completed the construction of the said apartment. The maintenance payment comes only when the said apartment has been constructed. So either you have completed the construction of the same and in that case you have to share the completion certificate / occupancy certificate. Similar is the case for the foundation and possession of said club house as the amount already been charged.
- What is even more strange that you have taken the deposit Amount of money already and in that case what makes you demand more money in the name of club house etc. It will not be out of place to mention here that there are several payments demands that have been made without any explanations and which were totally out side the claimed amount. As such it is your duty to provide my client with the details of the amount charged including the GST amount.
- That as informed by my client, you have not even provided her with the car parking for two and four wheelers (both) along with the entire lay out car parking [cover and open parking] as you have created major deviation in the car parking law out from the initial plan till date. And you are seriously liable for the same and my client is also protected by the law of the land to avail this from you.

*en*

- That my client has been waiting since 2017 till 2019 end for the delivery of the said apartment which was never completed. There has been several miscommunications from your end and as such my client presumes and ~~he~~<sup>she</sup> has reasons to believe that a major foul play going ahead. AS because you have emailed ~~him~~<sup>her</sup> directly claiming ~~him~~<sup>her</sup> to pay you the rest of the amount right now which is not the correct time seek the payment because as per your very own agreement the same is to be paid at the time of possession. My client tried ~~his~~<sup>her</sup> level best to request you to provide her with the Completion Certificate and/or Occupancy Certificate but you have neither provided her with the same nor have you even provided ~~him~~<sup>her</sup> with the lay out of your car parking slots which my client would be entitled.
- That my client therefore demands the following –
  - a. Completion Certificate and Occupancy Certificate (BOTH) of the said property so that my client is properly aware of the said property vis a vis the previous plan so that my client is also aware of the deviation/ development that has been made from the one that has been previously provided with the present plan.
  - b. Sanction plan in connection with the said property of my client showing the sanction of the said property for the apartment of my client
  - c. A layout of the whole car parking spaces (cover and open two and four wheelers parking) in the said premises along with up to date parking allotment schedule for the both parking spaces. You are further asked to show my client the availability of the open parking and the covered parking with respect to the premises.
  - d. The GST Certificate with the GST Number and the amount that you have deposited to the Government along with a copy of the Deposit Slip which my client is legally entitled to know.
  - e. The total itemized payment that you have charged and total amount to my client
  - f. My client presumes that the apartment provided to her is not as per the agreed area as has been agreed by in the agreement. As such on behalf of my client I ask you to carry out a measurement of the said apartment and/or allow my client to

*eth*

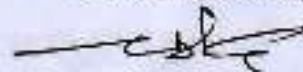
carry out a measurement of that apartment if the same is constructed to satisfy himself.

- That please note that for the said delay of you in providing the same my client is suffering irreparable loss and injury as she is unable to get her apartment. It is pertinent to mention here that as per your agreement, there exists a charge towards delay in handing over the possession of the property. Till date neither you have informed my client to take the possession of the property nor you have provided my client with any notice to receive the possession of the property. If you say you have sent any notice towards the taking over of the possession of the property then I shall ask you to show me proper receipt of my client towards the same. As such you are asked to provide my client with a delay charges to my client as per the agreement.

Under the instructions from and on behalf of my above referred client I therefore ask you to immediately provide the said information to my client within 10 days from the date of receipt of this notice failing which my client shall be left with no other option but to take proper legal action under the law of the land and you shall face dire consequences and bear all costs.

This legal notice is sent to you without any prejudice to my clients other rights and contentions against you for the actions and/or inactions caused by you to her.

Yours Faithfully



CHITRA BHANU GUPTA  
Advocate  
9836131173 / 9331131173