

ABHIJIT SARKAR

ADVOCATE

HIGH COURT, CALCUTTA



7, Old Post Office Street

Room No. 8(Gr. Floor)

Kolkata - 700 001

Ref. No: AS/0001/19/MISC

Date: 01/10/18

To,
M/s Prithvi Devcons Private Limited
43, Biplabi Anukul Chandra Street
Kolkata - 700 072

Dear Sir,

My Clients: 1) Pioneer Marbles and Interiors Private Limited having its registered office at Rawdon Enclave, 10A, Rawdon Street, Police Station: Shakespeare Sarani, Kolkata - 700 017.
2) Sai Highrise Pvt. Ltd. having its registered office at Premlata Building, 3rd Floor, 39, Shakespeare Sarani, P.S-Shakespeare Sarani, Kolkata-700 017.

Sub: Notice of demand for default of payment by you to my clients amounting to Rs.1,54,22,300/- (Rupees One crore fifty four lacs twenty two thousand three hundred only) in terms of agreement dated 21st January, 2011 entered into by and between you and my clients within 15 days from receipt of the instant notice.

Under instructions from and on behalf of my clients, I address you as follows:

My clients, Pioneer Marbles and Interiors Private Limited, a group company of Pioneer is a highly esteemed real estate company engaged in the business of setting up of various projects in different parts of India and has a good repute and goodwill in the market along with Sai Highrise Private Limited. By Ten Agreement for sale all dated 16th June 2008 executed by and between you and my clients.

It is pertinent to mention that you by the said agreements agreed to sell 10 flats/units measuring 14910 sq. ft. along with 5 car Parkings to my clients at a total consideration of Rs. 1,76,48,300/- that was payable by my clients to you.

My clients booked the above flats/units in terms of assurances made to my clients on 16th June, 2008 and thereafter you had executed the said agreements with my clients. And my clients adhered the terms and conditions of the said agreements accordingly and paid a sum of Rs. 65,00,000/- (Rupees Sixty Five Lacs only) out of total consideration of Rs. 87,26,000/- by Pioneer Marbles and Interiors Private Limited towards the part payment and Sai Highrise Pvt. Ltd. paid the entire consideration of

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CONTINUATION SHEET

Abhijit Sarkar
Advocate

Rs.89,22,300/- to you towards the total liabilities to you as per covenants of the said agreements.

As you failed to give possession by September 2010, It is further agreed between you and my clients that the said Agreement dated 16th June, 2008 shall be treated as cancelled and accordingly you entered into a fresh agreement dated 21st January, 2011. It is noteworthy to mention that my clients at your request have decided and agreed to purchase the commercial space measuring about 10946 sq. ft. along with 3 (Three) open car parking spaces instead of 10(Ten) flats and 5 (Five) car parking spaces. But this time also you miserably failed to hand over the commercial space in stipulated time.

However, in spite of repeated requests and several reminders made by my clients towards refund of Rs. 1,54,22,300/- (Rupees One crore fifty four lacs twenty two thousand three hundred only) to be refunded by you to my client. You have not paid and/or refunded and/or neglected and/or failed to pay/refund the said refundable amount till date and remained evasive all the time. The time period of fifteen days to refund the said amount in terms of the said agreements have already elapsed, though you for the reasons best known to your knowledge have been avoiding at all material point of time to refund Rs. 1,54,22,300/- (Rupees One crore fifty four lacs twenty two thousand three hundred only) to my client.

In the above facts and circumstances, the said refund amount stands outstanding on your part as to discharge your legal obligations towards a debt payable by you to my clients. It is notable to mention that by not paying the legal dues and/or not discharging your outstanding liabilities to my client you have breached the contract that was executed by and between you and my clients through the said agreements and have misrepresented my clients at all material point of time. You have miserably ignored to pay the outstanding dues to my clients, although you admitted it in due course of business by giving assurance of making payment from time to time to my clients.

You have refused to make good to the outstanding amount payable to my clients and therefore you are in breach to the terms and conditions of the said agreements by not adhering the terms and conditions of same at your end. Since inception you were having ulterior motives and you have cheated my clients by not paying the legal dues and have wrongfully gained at my client's cost.

In the circumstances aforesaid, my clients have suffered huge losses only due to you have not paid the aforesaid outstanding refundable balance amount and therefore you have cheated my clients with criminal breach of trust. Your false assurances in course of day to day business to my clients to make good to the outstanding dues have made my clients to incur huge losses.

Therefore, on behalf of my clients, I hereby finally call upon you to pay the aforesaid dues payable by you amounting to Rs. 1,54,22,300/- (Rupees One crore fifty four lacs twenty two thousand three hundred only) to my clients, within 15 days of receipt of the instant notice otherwise, my clients shall remain constrained to take appropriate

CONTINUATION SHEET

**Abhijit Sarkar
Advocate**

legal steps/measures, both in the nature of civil and/or criminal, against you, and the concerned persons at your end, who made false representations to my clients without any further reference to you and all of which shall be at your risk, cost and consequences.

This is without prejudice to my client's any other rights, contentions and claims in the matter.

Thanking You,
Yours faithfully


ABHIJIT SARKAR
(ADVOCATE)

Cc to: Client.

