

SERAJUL ISLAM (L.L.B)
Advocate
DURGAPUR COURT, DURGAPUR-16
BURDWAN (W.B)

PHONE: 9434332605
BENACITY, GHOSH MARKET
(Near Uttar Pally, F.P. School),
DURGAPUR- 13, BURDWAN (W.B.)

DATE - 29/01/2019

To
The Director -- Sri Subodh Kumar Dutta
Durgapur Real Estate Pvt. Ltd
Room no. -13, 4th floor
Suhatta Mall, City Centre
P.O.- Durgapur -16
Dist.- Paschim Bardhaman
Pin-713216
and also at
A/17, Maghamallar Sarani
Sector-2C, Bidhannagar,
P.O.- Durgapur -12
Dist.- Paschim Bardhaman,
Pin-713212

Sir,

The letter dated 06.11.2018 has been handed over to me by my client Mr. Madan Kumar Chubey residing at RA-87, Titov Street, Bidhannagar, Durgapur -713212, Dist.- Paschim Bardhaman, has been handed over to me with instructions to give you this notice as follows:-

1. That you handed over the aforesaid letter at the residence of my client at RA-87, Titov Street, Bidhannagar, Durgapur -713212, Dist.- Paschim Bardhaman. The contention of the said letter is wrong, illegal frivolous without foundation and inoperative and such as is denied.
2. That you delivered the aforesaid letter at my client's residence at Bidhannagar but you mischievously mentioned the address of my client at flat type -A, Block-Torsa, Sonar Bangla Complex, phase -I Arraha Sibtala Road, Arraha and the aforesaid fact speaks itself of your illegal and oblique motive.
3. That inspite of repeated requests used demands you have not delivered the percentage of completion of the project (stage wise), necessary documents of title of the schedule property, approved building plan, layout plan, structural plan and the specification approved by the Authority and the building completion certificate.

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Mr. Madan Kumar Chubey
29/01/2019

Serajul Islam
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4. That you have also not presented the agreement for sale dated 22.03.2011 to the ADSR, Durgapur.
5. That as per your unilateral agreement dated 22.03.2011 the project ought to have been completed within 30 months i.e. on or before 25.11.2013 accordingly you annexed the schedule of payment of consideration which will be paid by 10 instalments (including application money) at a gap of 3 months commensurate with stage wise construction. But you without delivering the stage wise construction certificate collected the sum of Rs. 11,23,000/- (including the application money) within 31.03.2011, which you are not entitled to get the money. Thus you have taken the sum of Rs. 10,13,000/- as advance against the construction of the proposed flat.
6. That you without delivering the stage wise construction certificate collected the sum of Rs. 18,14,200/- (Rupees eighteen lac fourteen thousand two hundred) only upto 31.03.2013 out of total consideration including the garage fixed at Rs. 20,26,000/- (Rupees twenty lac twenty six thousand) only.
7. That uptill now you have not delivered construction certificate of inside and outside plaster including car parking as such the payment of 9th instalment i.e. Rs. 2,02,600/- (Rupees two lac two thousand six hundred) only and the last instalment i.e. Rs. 1,01,300/- (one lac one thousand three hundred) only total Rs. 3,03,900/- (Rupees three lac three thousand nine hundred) only does not arise at all. As aforesaid my client is entitled to get interest @ Rs. 18% of the advance sum of Rs. 10,23,000/- (payment made on 31.03.2011) for a period of 2 ½ years amounting to Rs. 4,60,350/- and non delivery of the said flat on and from 25.11.2013 to upto 31st December, 2018 of the amount of Rs. 18,14,200/- @ 18% amounting Rs. 25,58,105/- total Rs. 30,18,455/- from you. That apart my client is entitled to @ Rs. 2000/- per month on and from December, 2013 to December, 2018 i.e. Rs. 1,46,000/-. Though my client has been compelled to stay in a tenanted house by making payment of monthly rent of Rs. 7000/- as you have not handed over the flat to my client for years together.
8. That my client is entitled to a sum of Rs. 28,06,655/- (after adjustment of Rs. 2,11,800/-) from you but you with the oblique motive issued the letter dated 11.09.2017 demanding a sum of Rs. 2,81,800/- though the actual dues was Rs. 2,11,800/- and frivolously enhanced and claimed the said sum at Rs. 5,85,464/- by your letter dated 22.08.2018. The aforesaid claim is not only wrong, illegal, fraud and unfair trade practice but contravention of the statutory provisions of The West Bengal Housing Industry Regulation Act.

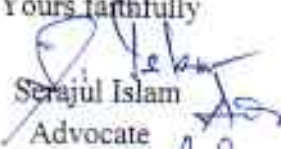
Madan Kumar Chaubey
29/01/2019

9. That it may further be mentioned that you in pursuance of your unfair trade practice were/are in league with the employees of Axis Bank, City Centre Branch, Durgapur and as such the Axis Bank disbursed the sum of Rs. 13,88,200/- out of sanctioned amount of Rs. 16,59,777/- and did not disburse the balance amount to my client. The bank authority transferred the sum of Rs. 13,88,200/- state way to your account. And not only that you have also compelled my client under threat and coercion to repay the sum of Rs. 15,99,423/- within 15.05.2017 to Axis Bank and subsequently you issued the letter dated 27.10.2017 falsely claiming the sum of Rs. 2,81,800/- though there is actual dues of Rs. 2,11,800/-. Thus there is a glaring instance of your fraud and unfair trade practice.
10. That as aforesaid you have not only contravened the statutory provisions of law for which you are liable to a penalty which may extent upto 5% percent of the estimated cost of the real estate project. You have also ^{accused} threatened my client with dire consequences, coercion and meted him with physical and mental torture and agony and for which my client is also entitled to damages and my client reserves the said right.

Now therefore I as instructed give you this notice and demand and called upon you to deliver all the certificates of stage wise construction of the proposed flat and/or the project, title deed, approved building plan, layout plan, structural plan, building completion certificate within 10 days from the date of issue of this letter and pay the sum of Rs. 28,06,655/- to my client within 10 days from the issue of this notice and recall and/or revoke the notice dated 06.11.2018 forthwith failing which my client will be constrained to redress his grievances before a competent court of law and for which you will be liable for costs and damages, please note.

Thanking you

Yours faithfully


Serajul Islam
Advocate

29/1/19

Madan Kumar Chatterjee
25/10/18