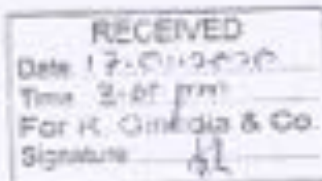


M/s. R. Ghoshia & Co
Solicitor & Advocates
4E and F Hastings Chambers
7C Kinn Shastri Bazar Road
Kolkata - 700 001.



January 17, 2020

Sir,

My Clients: Ms. Sweta Patodia and Mr. Sanjiv Kumar Patodia of
1 Jubilee Park, Block no. IV, Flat no. 5L, Kolkata - 700 033.

Your Client: Ideal Real Estates Private Limited of 50
Jawaharlal Nehru Road, Kolkata - 700 071.

This has reference to your letter no. 1350/2019-2020 dated 11.11.2019 purporting to be in reply to the legal notice on 27.09.2019 issued on behalf of my clients. In respect of your said letter I have received instruction from my clients to reply thereto as hereafter appearing:

1. At the outset, the contents of my letter dated 27.09.2019 are reiterated and all allegations to the contrary contained in your said letter dated 11.11.2019 are denied and disputed.

2. The demand for interest made by your client is false fictitious and frivolous. My client has not delayed or defaulted in making payment of instalments. On the other hand it is your client who has abnormally delayed construction. Copy of the Agreement dated 08.12.2014 which was signed at your client's office was not made over by your client to my clients as falsely alleged. A copy of the said agreement was made over to my clients only on 01.01.2020 when they visited your client's office to obtain a copy thereof. At the time of execution of the said agreement my clients were not required by your client to arrange registration thereof and in terms of the clause 8.3.2 of the said agreement your client never intimated or demanded the amount of stamp duty, registration fees and other fees and charges from my clients to enable registration of the said agreement. The original of the said agreement is still lying with your client. Your client has not till now made over copies of

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Powers of Attorney from 59 nos. owners named in the said Agreement on whose behalf Mr. S. K. Himatsingka signed the said agreement as their constituted attorney.

It is denied that there were any circumstance of Force Majeure in terms of the clause 16 of the Agreement causing delay in construction nor any such circumstances were ever informed by your client to my clients. The said agreement stipulates the following circumstances of Force Majeure in Clause 16 of the said agreement:

(1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) civil wars (9) lock outs (10) general strikes (11) riots (12) non availability or reduced availability of building materials (13) strike by material suppliers, transporters, contractors, workers and employees (14) delay on account of receiving statutory permissions (15) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority; (16) any notice, order of injunction, litigation, attachments, etc. and (17) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (18) acquisitions and/or requisitions (19) any reasons circumstances beyond the control of Ideal.

Even in your said letter your client has not stated as to which of the said circumstances of Force Majeure caused such a long delay in completion of the flat agreed to be sold to my clients. It is obvious that your client is concocting story to cover up its inability to pay the dues of its creditors. The other allegations made by your client in your letter under reply are incorrect, frivolous and vexatious. Since your client by your said letter has made it clear that it is not going to refund my clients' money, my clients will take suitable action as permitted in law.

Yours faithfully,


A.P. Agarwalla