

Ret: JPKE/KCE/42-46-220-221-232-233/2018/34  
Date: 29-07-2018

## SPEED POST with A.D.

To  
The Managing Director,  
M/s Janapriyo Real Estate Pvt. Ltd.  
JANAPRIYO BHAVAN,  
151/A, Jodhpur Gardens,  
2nd floor,  
P.S. – Lake,  
Kolkata – 700045

Kind Attn.: Mr. Bharat Naskar.

Subject: - Registration of Plot No 42 (original Plot No 27), Plot No 46 (original Plot No 36), Plot No 220, Plot No 221, Plot No 232 and Plot No 233 at your Project Kalyani City Enclave.

Reference: - Your email dated 10/07/2018 and other communications exchanged between us.

Dear Sir,

We would request you to please look into the following:-

1. You have provided us six Draft Sale Deeds. Therefore, wordings of those are satisfactorily acceptable to you. According to your own version, you have agreed to incorporate the following under the Sub-Head: "NOW THIS INDENTURE WITNESSES as follows:" as:—

*"..... together with all sorts of easement rights of entrance and exits and common facilities attached therein and thereto, which is morefully mentioned in the schedule ....."*

Therefore according to your own statement it requires that, in the Schedule (Location Sketch), the ENTRANCE and the EXIT needs to be drawn up in such a manner that one can tangibly reach at the "Plot" from an existing and permanent reference location by way of exclusively considering the Schedule (Location Sketch) itself. In this case such permanent reference point must have been nothing other than the Main Road, i.e. the highway named as Kalyani Expressway, which is the Permanent Reference Point easily traceable.

Relying upon the aforesaid, we have drawn up SAMPLE Draft Schedules particularly showing therein the Main Road (Kalyani Expressway) and showing the approximate distance of the Plot from there. However, please note that such SAMPLE Schedules from us are only for the purpose of describing the mode and pattern only. This is not at all FINAL in all respect. These sketches should not be considered as our acceptance of the references of positional aspects of the Plots. The six Draft Schedules so drawn up are attached herewith please.

2. You have provided us Draft Sale Deeds. In which at Clause No (F) under the Sub-Head "THE VENDOR DOTH HEREBY COVENANT WITH THE PURCHASER as follows:" it has been mentioned that:—

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**As per the Draft Sale Deeds provided by you:—**

*(F) That the Purchaser hereby undertakes that the construction on the Plot will be only after obtaining the physical possession from the Vendor. That the Purchaser hereby also undertakes that the construction thereon is subject to mutation and conversion and the construction is to be made in accordance with the plan to be sanctioned by the local Gram Panchayet or other appropriate Authority concern.*

**We propose to replace the Clause with the following:—**

*(F) That the Purchaser hereby undertakes that the construction on the Plot will be only after obtaining the physical possession from the Vendor. That the VENDOR also undertakes that the Physical Possession will be handed over by them to the Purchaser immediately after the Registration is over, but not later than two days from the date of Registration. The Vendor undertakes to provide a "Possession Certificate" in this effect to the Purchaser in the form of a dimensioned sketch showing the exact location of the Plots including other referential details. That the Purchaser hereby undertakes that the construction thereon will be carried out after mutation and conversion is over. The construction is to be made in accordance with the plan to be sanctioned by the local Gram Panchayet or other appropriate Authority concern.*

3. you have confirmed that, the positional aspects and significances thereof in respect of the subject plots are kept unchanged as those originally were in the initial Company Brochure (even though you have made several changes in your subsequent brochures). But, we have noticed that your confirmation is not correct. On receipt from you the copies of the corresponding property documents, proposed Sale Deeds, proposed Schedules (location maps) etc. it is seen that, the subject plots are in dire mismatch with each other in between your documents themselves. In addition substantial disparities are noticed with regard to the Government Mouza maps. Those are as follows:-

**Plot No 42 (original No was 27) and Plot No 46 (original No was 36): —**

- a. The Sale Agreements comprised of the Company Brochure appended therewith. As per that Brochure the approximate distance of the Plots (27 & 36 subsequently renumbered by you as 42 & 46 respectively) from the Main Road (i.e. Kalyani Expressway) was shown to be at a distance of 586 feet from the Main Road. But as per the changed Brochure in which the aforementioned renumbered Plots have been shown to be approximately 712 feet. Therefore you have relocated the previously proposed location to a further distant position by approximately 126 feet from its previous position
- b. As per respective Sale Agreements as well as per the Company Brochures (olds and new), the Plot no. 42 (original No 27) and 46 (original No 36) are depicted to be abutting with each other. Southern side of Plot no. 42 is abutted with the northern side of Plot no. 46. Also, as per the Schedule (sketch shows the map of the Plot No 42 & 46) the Southern Face of the Plot No 42 has been shown to be abutting with the NORTHERN FACE of the Plot No 46 for a length of 32 feet. As per proposed Sale Deed provided by you, it can be noticed that, the Plot No 42 is situated within RS and LR Dag No - 1318; Mouza – Bidyadharpur; JL No – 17; LR Khatian No – 3; Gram Panchayat – Kowgachi-II. Now, according to the Government Mouza Maps, the entire RS & LR Dag No 1318 is surrounded as follows:—

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- North: Dag № – 1319,
- South: Dag № – 1357 & 1358,
- East: Dag № – 1351,
- West: Dag № – 1317.

Therefore, the location of Plot № 46 must have been situated either within Dag № 1318 or in 1357 or within 1358, whereas as per the proposed Sale Deed it is said to be situated in RS Dag № 1407 / LR Dag № 2246 and Mouza - Rahuta. Hence, the properties of Plot № 42 and/or 46 both are not in consonance with the title deeds as well as with the property documents as well as inconsistent with the Schedule (that sketch which shows the map of the Plot № 42 & 46) and other allied documents provided by you thereby resulting a severe mismatch.

Hence, the Schedule provided by you is inconsistent as it is in dire conflict with the descriptions of Dag numbers of the Plot numbers 42 and 46. Therefore, as per your documents, it is seen that, both the said plots are non-existent on ground particularly on account of the aforementioned disparity.

- c. In case of plot № 46 land of which has been purchased by you from M/s Ruby Star Estate & Housing Development Pvt. Ltd. vide the Deed of Sale dated 30/04/2012 Registered at the office of the D.S.R.-I, North 24 Paraganas Barasat recorded in Book № 1, Volume № 13, from pages 1539 to 1559, Being № 02786 for the year 2012. From this aforementioned Registered Sale Deed, it is written there that, the lands so purchased is surrounded as follows:-

- North: Dag № 1408
- South: Dag № 1407
- East: Properties of Kanai Majhi,
- West: Dag № 1406.

Since the plot № 46 is said to be surrounded within the aforementioned lands, and then the north side of plot № 46 must have been within either Dag № 1407 or Dag № 1408 but can never be situated within Dag № 1318 (i.e. Dag № of 42 as provided by you). Hence, it is seen that the property documents and title deeds are inconsistent to each other as regards to the Company Brochure as well as the proposed and intended Schedule provided by you.

### Plot № 220 and Plot № 221: —

- a. The Sale Agreements comprised of the Company Brochure appended therewith. As per that Brochure the approximate distance of the Plots (220, 221, 232 & 233) from the Main Road (i.e. Kalyani Expressway) was shown to be at a distance of 792 feet from the Main Road (i.e. Kalyani Expressway). But as per the changed Brochure in which the aforementioned Plots have been shown to be approximately 922 feet. Therefore you have relocated the previously proposed location to a further distant position by approximately 130 feet from its previous position.
- b. From the Schedules (sketch showing the map of the Plot № 220 & 221), the WESTERN FACE of the Plot № 221 has been shown to be abutting with the EASTERN FACE of the Plot № 220 for a length of 60 feet. As per proposed Sale Deed provided by you, it can be noticed that, the Plot № 220 is situated within RS and LR Dag № - 1356; Mouza – Bidyadharpur; JL № – 17; LR

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Khatian No – 274/1; Gram Panchayat – Kowgachi-II. Now, according to the Government Mouza Maps, the entire RS & LR Dag No 1356 is surrounded as follows:-

- North: Dag No – 1318 & 1351,
  - South: Dag No – 1361 & 1357,
  - East: Dag No – 1355,
  - West: Dag No – 1357.
- c. Whereas the Plot No 221, since being adjunct with Plot No 220 (as per documents given by you), is situated within the CS & RS Dag No 1362; Mouza – Bidydharpur, JL No 17; CS Khatian No 425; RS Khatian No 1152; Gram Panchayat – Kowgachi-II. Therefore, the location of Plot No 221 must have been situated either within Dag No 1355 or in 1356, whereas as per the proposed Sale Deed it is said to be situated in Dag No 1362. Hence, the properties of Plot No 220 and/or 221 are not in consonance with the title deeds as well as with the property documents in addition inconsistent with the Schedule (sketch showing the map of the Plot No 220 and 221) and other allied documents provided by you. Therefore it is a severe mismatch. Hence, the Schedule provided by you is inconsistent as it is in dire opposition with the descriptions of Dag numbers of the Plot numbers 220 and 221. Therefore, as per your documents, it is seen that, both the said plots are non-existent on ground particularly on account of the aforementioned disparity.
- d. In case of plot No 220 land of which has been purchased by you (from some Maya Santra and others) vide the Deed of Sale dated 11/05/2015 Registered at the office of the A.R.A.-II-Kolkata and recorded in Book No 1, CD Volume No 31, from pages 1176 to 1196, Being No 05460 for the year 2015. From this aforementioned Registered Sale Deed, it is seen that, the lands so purchased is surrounded as follows:-
- North: Dag No 1351,
  - South: Dag No 1361,
  - East: Dag No 1357,
  - West: Dag No 1355.
- e. Whereas as per Government Mouza maps, it should have been as follows:-
- North: Dag No 1351,
  - South: Dag No 1361,
  - East: Dag No 1355,
  - West: Dag No 1357.
- f. Since the plot No 220 is said to be surrounded within the aforementioned lands, and then the East side of 220 must have been within either Dag No 1356, or Dag No 1355 but can never be situated within Dag No 1362 (i.e. Dag No of the Plot No 221 as provided by you). Hence, it is seen that the property documents and title deeds are inconsistent to each other as regards to the Company Brochure as well as the proposed and the intended Schedule provided by you.

Plot No 232 and Plot No 233: —

- a. The Sale Agreements comprised of the Company Brochure appended therewith. As per that Brochure the approximate distance of the Plots (220, 221, 232 & 233) from the Main Road (i.e. Kalyani Expressway) was shown to be at a distance of 792 feet from the Main Road (i.e. Kalyani Expressway). But as per the changed Brochure in which the aforementioned Plots have been shown to be approximately 922 feet. Therefore you have relocated the previously proposed location to a further distant position by approximately 130 feet from its previous position.

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b. From the Schedules (sketch showing the map of the Plot No 232 & 233), the WESTERN FACE of the Plot No 233 has been shown to be abutting with the EASTERN FACE of the Plot No 232 for a length of 60 feet. As per proposed Sale Deed provided by you, it can be noticed that, the Plot No 232 is situated within RS and LR Dag No - 1356; Mouza – Bidyadharpur; JL No – 17; LR Khatian No – 274/1; Gram Panchayat – Kowgachi-II. Now, according to the Government Mouza Maps, the entire RS & LR Dag No 1356 is surrounded as follows:-

- North: Dag No – 1318 & 1351,
- South: Dag No – 1361 & 1357,
- East: Dag No – 1355,
- West: Dag No – 1357.

c. Whereas the Plot No 233, since being adjunct with Plot No 232 (as per documents given by you), is situated within the CS & RS Dag No 1362; Mouza – Bidyadharpur, JL No 17; CS Khatian No 425; RS Khatian No 1152; Gram Panchayat – Kowgachi-II. Therefore, the location of Plot No 233 must have been situated either within Dag No 1355 or in 1356, whereas as per the proposed Sale Deed it is said to be situated in Dag No 1362. Hence, the properties of Plot No 232 and/or 233 are not in consonance with the title deeds as well as with the property documents in addition inconsistent with the Schedule (sketch showing the map of the Plot No 232 and 233) and other allied documents provided by you. Therefore it is a severe mismatch. Hence, the Schedule provided by you is inconsistent as it is in dire opposition with the descriptions of Dag numbers of the Plot numbers 232 and 233. Therefore, as per your documents, it is seen that, both the said plots are non-existent on ground particularly on account of the aforementioned disparity.

d. In case of plot No 232 land of which has been purchased by you (from some Maya Santra and others) vide the Deed of Sale dated 11/05/2015 Registered at the office of the A.R.A.-II-Kolkata and recorded in Book No 1, CD Volume No 31, from pages 1176 to 1196, Being No 05460 for the year 2015. From this aforementioned Registered Sale Deed, it is seen that, the lands so purchased is surrounded as follows:-

- North: Dag No 1351,
- South: Dag No 1361,
- East: Dag No 1357,
- West: Dag No 1355

e. Whereas as per Government Mouza maps, it should have been as follows:-

- North: Dag No 1351,
- South: Dag No 1361,
- East: Dag No 1355,
- West: Dag No 1357.

f. Since the plot No 232 is said to be surrounded within the aforementioned lands, and then the East side of 232 must have been within either Dag No 1356, or Dag No 1355 but can never be situated within Dag No 1362 (i.e. Dag No of the Plot No 233 as provided by you). Hence, it is seen that the property documents and title deeds are inconsistent to each other as regards to the Company Brochure as well as the proposed and the intended Schedule provided by you.

The six numbers of SAMPLE Schedules are attached herewith:—

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SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 42 COMPRISED IN RS & LR DAG NO. 1318, LR KHATIAN NO. - 3, AT MOUZA - BIDYADHARPUR, JL NO. - 17, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.



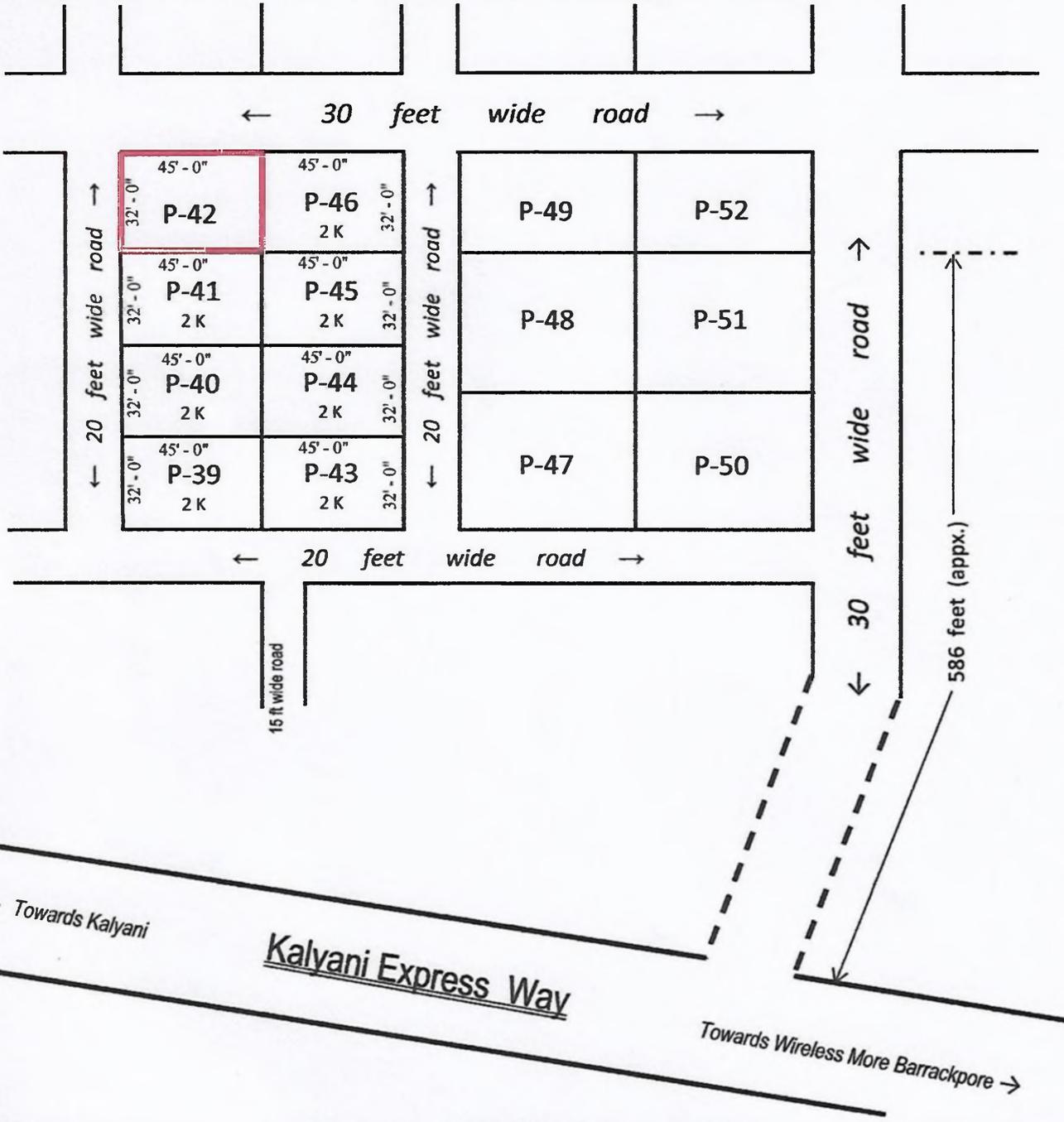
NOT TO SCALE

**PLOT NO. - 42,**

AREA OF LAND = 2 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Enclave,

Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.



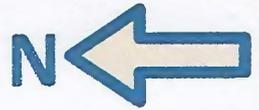
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SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 46 COMPRISED IN RS DAG NO. 1407, LR DAG NO. 2246, KHATIAN NO. - 249, AT MOUZA - RAHUTA, JL NO. - 22, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.



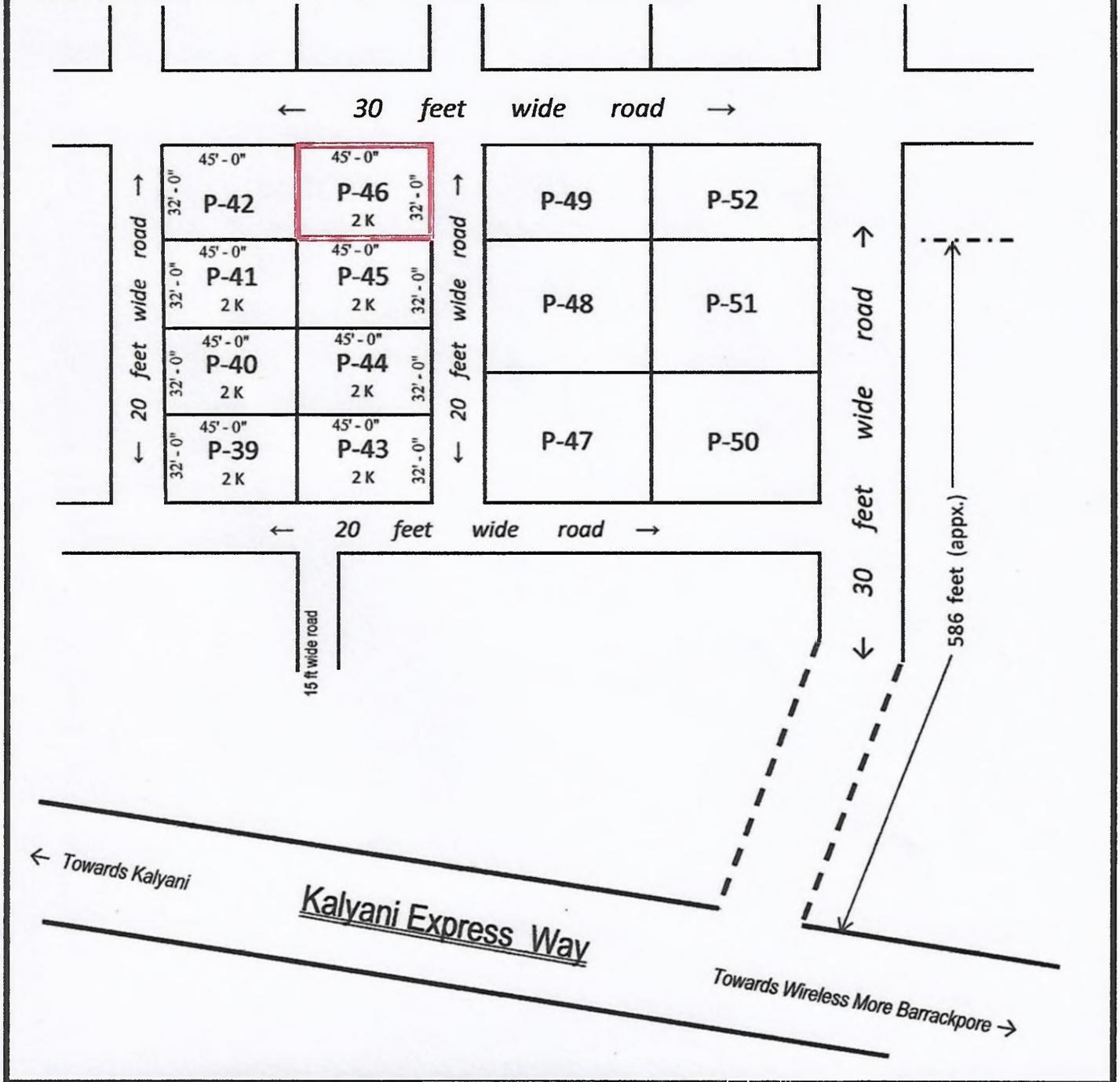
NOT TO SCALE

**PLOT NO. - 46,**

AREA OF LAND = 2 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Enclave,

Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.



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SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 220 COMPRISED IN RS & LR DAG NO. 1356, LR KHATIAN NO. - 274 / 1, AT MOUZA - BIDYADHARPUR, JL NO. - 17, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.

**PLOT NO. - 220,**

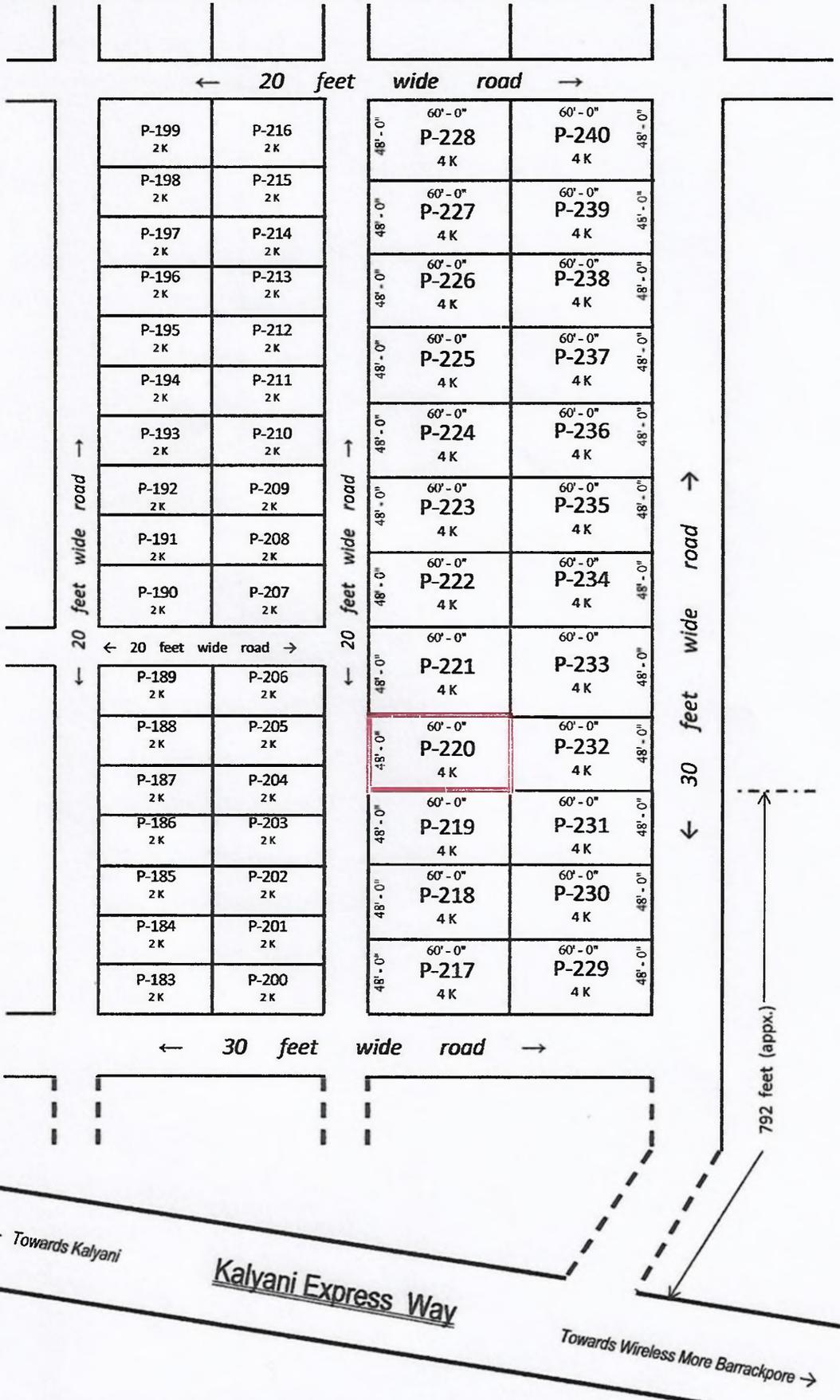
AREA OF LAND = 4 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Enclave,

Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.



NOT TO SCALE



SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 221 COMPRISED IN CS & RS DAG NO. 1362, CS KHATIAN NO. - 425, AT MOUZA - BIDYADHARPUR, JL NO. - 17, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.



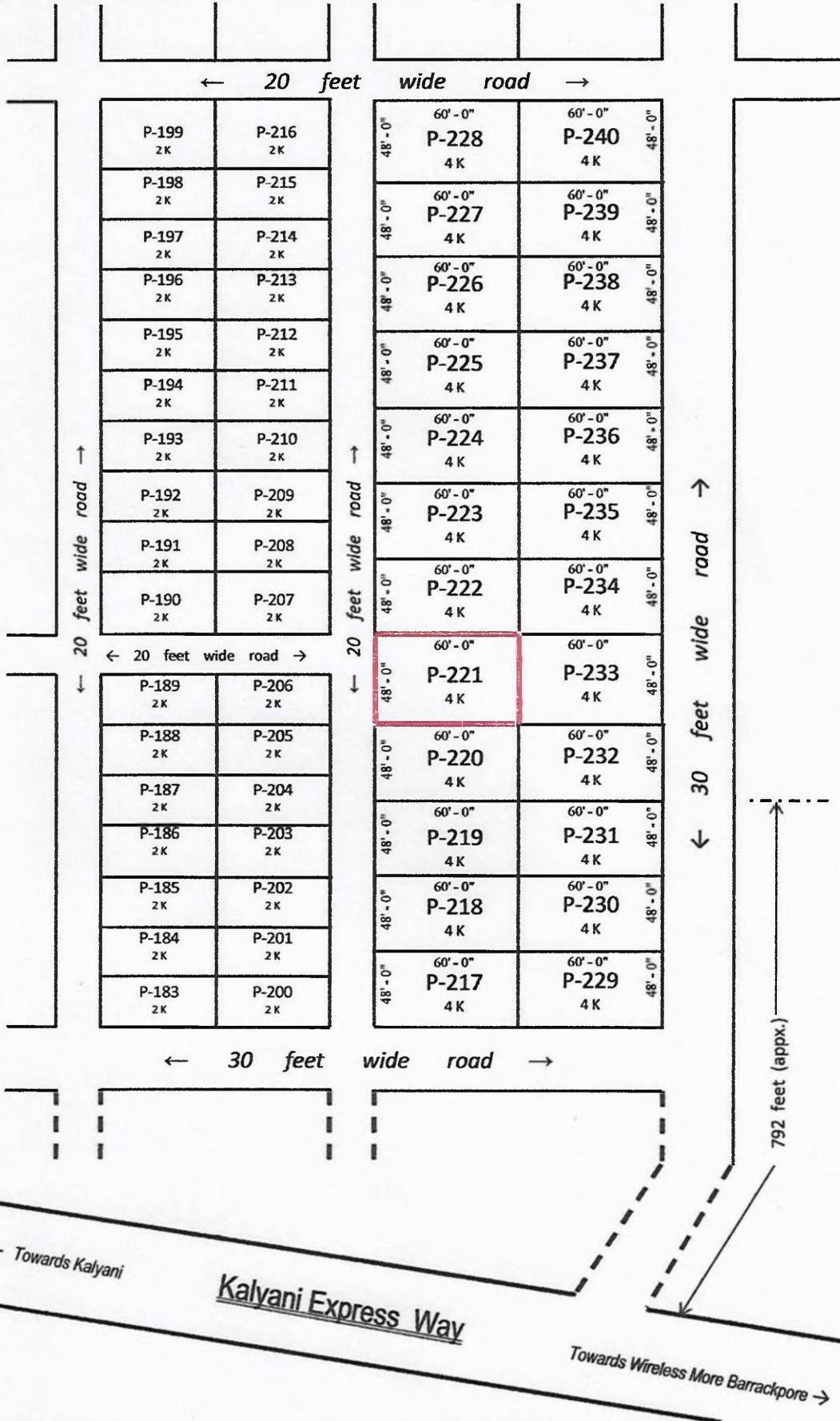
NOT TO SCALE

**PLOT NO. - 221,**

AREA OF LAND = 4 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Enclave,

Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.



SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 232 COMPRISED IN RS & LR DAG NO. 1356, LR KHATIAN NO. - 274 / 1, AT MOUZA - BIDYADHARPUR, JL NO. - 17, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.

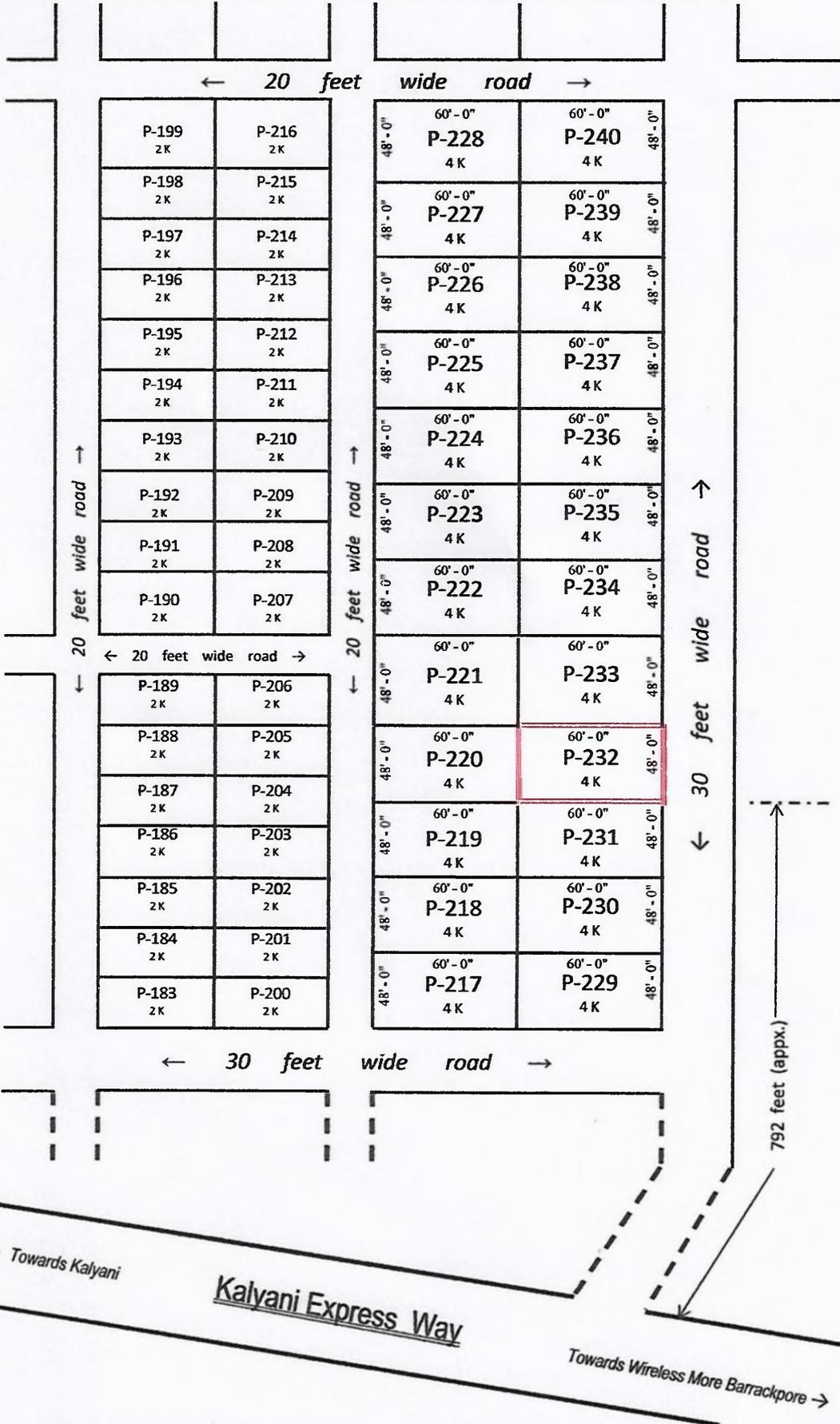


NOT TO SCALE

**PLOT NO. - 232,**

AREA OF LAND = 4 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Endave,  
Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.



SITE PLAN OF PLOT OF LAND BEING SCHEME PLOT NO. 233 COMPRISED IN CS & RS DAG NO. 1362, CS KHATIAN NO. - 425, RS KHATIAN NO. - 1152, AT MOUZA - BIDYADHARPUR, JL NO. - 17, P.S. - JAGADDAL, WITHIN KAWGACHI-II GRAM PANCHAYET, DISTRICT - NORTH 24 PARAGANA, Kolkata - 700127.



NOT TO SCALE

**PLOT NO. - 233,**

AREA OF LAND = 4 KOTTAH (MORE OR LESS),  
SHOWN IN RED BORDER.

Project Name - Kalyani City Enclave,

Name of the Promoter - JANAPRIYO REAL ESTATE PVT. LTD.

