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 Counter No:19,20/09/2018,18:29  
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Our Ref : SNP  
 19 September 2018

Mr. Manankar Ray  
 Advocate  
 Arranyak, Flat No. B-3  
 182/1, Sreerampur Road (N), Garia  
 Kolkata 700 084.

Dear Sir

Our Client: Ms Shyamali Mitra  
 1 M B Road, Flat No.5, P.O. & P.S. Belghoria  
 Kolkata 700 056.

Your Client: The Managing Director, Janapriyo Real Estate Pvt Ltd.  
 151A, Jodhpur Gardens, 2<sup>nd</sup> Floor, Kolkata 700 045.

Under instruction from and on behalf of our client, Shyamali Mitra, we write to you in reply to your letter dated 8 September 2018 received by us on 12 September 2018, which as follows:

At the outset our client denies and disputes each and every allegation contained in your letter under reference save and except what are matters of record. On the contrary, records reveal that our client has been hugely suffered due to harassments caused to her by your clients in myriad situations towards its misleading and reluctant attitude towards registration of the subject plots of lands. By virtue of such conduct of your client, your client made our client entitled for such compensation which will be placed in position in due course.

Our client states that, as per the latest status, your client did propose to forward two draft sale deeds including draft Schedules thereof in respect of Plot No 42 and 46 and the same were forwarded to her for her consideration. On receipt of the same on 10/07/2018, our client detected some anomalies implanted in those two aforementioned draft schedules & deeds. The discrepancies so detected by our client are as follows: —

(A) Incorrectness of the two draft documents (intended for executing registration by your client — as per latest status) with respect to the Government Mouza maps: —

1. Firstly, the draft documents for registration states that: —

- the Plot № 42 is within Dag № - 1318 (RS & LR) of Bidyadharpur Mouza,
- 2. Secondly, the draft documents for registration also states that: —
  - the Plot № 46 is within Dag № - 1407 (RS) & Dag № 2246 (LR) of Rahuta Mouza,
- 3. Thirdly, the draft documents for registration further states that: —
  - On the South side of Plot № 42 is - Plot № 46,
- 4. Fourthly, the draft documents for registration states that: —
  - On the North side of Plot № 46 is - Plot № 42,
- 5. Relying upon the aforementioned four statements in respect of the draft documents for registration, it is obligatory that: —
  - the Dag № - 1318 (RS & LR) of Bidyadharpur Mouza must have to be situated on the north of the Dag № - 1407 (RS) & Dag № 2246 (LR) of Rahuta Mouza.
- 6. Whereas, from the Government Mouza maps it has been verified that: —
  - the Dag № 1318 (RS & LR) of Bidyadharpur Mouza is not at all situated on the north of the Dag № 1407 (RS) & 2246 (LR) of Rahuta Mouza. Also these two Mouzas are not adjacent to each other and thereby in absolute contrast with respect to the aforementioned Draft Documents.
- 7. Hence, the two draft documents for registration prepared and provided by your client and intended by your client for executing the registration are incorrect.

(B) Incorrectness detected by our client with respect to the property document related to the Plot № 46 which was previously procured by your client (VENDOR) prior to embarking this subject sell to our client (PURCHASER): —

1. The property consisting of 23.5 Decimal in the Dag № 1407 (RS) & Dag № 2246 (LR) of Rahuta Mouza was purchased by your client from M/s Ruby Star on 30/04/2012. [Ref: Deed of Sale dated 30/04/2012 registered at the Office of the D.S.R.-I, North 24 Paraganas, Barasat and recorded in Book-1, Volume № 13, pages from 1539 to 1559, Being № 02786 for the year 2012]
2. The boundaries of that aforementioned property as recorded therein are as follows: —
  - a) On the North — Dag № 1408,
  - b) On the South — Dag № 1407,
  - c) On the East — Properties of some Kanai Majhi and
  - d) On the West — Dag № 1406,



3. Since, the Plot № 46 is situated within the area limit of the aforementioned property itself, therefore the Northern side of the Plot № 46 must have to be either Dag № 1407 or Dag № 1408 and can be nothing else.
4. Whereas, as per the "Draft Sale Deeds & Schedules" (intended by your client for executing the registration) it is shown as Dag № 1318 (Plot № 42) Mouza "Bidyardharpur"
5. Hence, the draft documents for registration prepared and provided by your client (intended by your client for executing the registration) are incorrect.

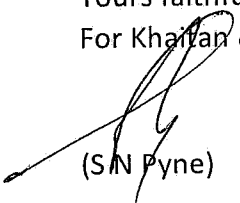
(C) The "Draft Schedules" for 42 & 46 prepared and provided by your client (intended by them for executing the registration) does not show any linear distance referring to any permanent object on the nearby ground. The distance from the Kalyani expressway to the Plot № 42 & 46 should clearly be demarcated thereon in the Schedule.

Our client states that she is ready and willing to execute the registration provided you forward the draft of the rectified conveyance deed with all the answers to the queries and suggestions mentioned above. Since it is inconvenient for our client to attend meeting at your office at Kalyani, therefore, your client should rectify the "Draft Sale Deeds and Schedules" as pointed out by our client and relying thereupon both the parties may go ahead towards the process of registration.

You are requested to please forward the rectified corrected draft conveyance deed within 30 days from the receipt of this notice, failing which, our client shall be left with no other option but to resort to the settled law of the land, and to approach any other forum such as to move the appropriate Court having jurisdiction to try and determine the dispute holding your client solely responsible for all legal costs, appropriate compensation as notified herein and all consequences thereof.

Kindly acknowledge the receipt.

Yours faithfully  
For Khairan & Co LLP



(S/N Pyne)

Copy to clients