

SPEED POST WITH AD

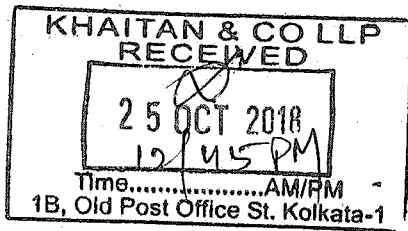
Date : 22.10.2018

To,
Khaitan & Co. LLP,
"Emerald House"
1B, Old Post Office Street,
Kolkata – 700001.

Your Client: **Shyamali Mitra,**
1, M. B. Road, Geetanjali Apartment,
Flat No. 5, P.O. & P. S.- Belghoria,
Kolkata – 700056.

My Client: **The Managing Director,**
Janapriyo Real Estate Private

Limited,



151A, Jodhpur Gardens, 2nd Floor,
Kolkata – 700045.

Dear Sir,

Your letter dated 19th September 2018; on behalf of your client; addressed to me, has been handed over to my client with proper instructions, and under instruction from and on behalf of my above named client, I would like to write you as follows:-

That from the aforesaid letters it appears that you have not been properly instructed by your client.

In this context my client likes to state that my client has not harassed your client at any point of time in any manner whatsoever therefore it is denied that your client has been hugely suffered due to alleged harassment as stated in your letter. It is categorically denied that there is any reluctant attitude of my client towards the execution of Deed of Conveyances in respect of subject plots. On the contrary it will be very much clear from the record that your client is trying to drag the matter by raising new issues and / or raising the settled issues again in a separate form. Therefore it is specifically dined that your client is entitled to any such alleged compensation as contained in your letter.

That with reference to my earlier letters it is reiterated that from the e-mail dated 28/03/2018 by your client it is clear that before 28/03/2018 draft sale deed in respect of the plots in question were sent to your client by my client. In the said e-mail your client had suggested some changes in the draft sale deed as contained in the said mail.

That considering the suggestion as made in your clients' mail dated 28/03/2018 my client again sent the modified draft Sale deed to your client.

That again on 08th June 2018 your client made some further modification in your client's mail dated 08th June 2018 and accordingly further modification were made in the draft sale deed

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and was sent to your client by my client's mail dated 12th June 2018 and in the said mail my client requested your client to confirm and/or approved the draft sale deed and your client was also requested to expedite the registration of the said sale deed.

That after receiving the said mail very surprisingly your client through his mail dated 01st July 2018 came up with a new plea for providing different schedule and/ or sketches to be attached with the sale deed. Thereafter your client again by sending letter dated 29/07/2018 suggested some changes in the draft deed.

That now again some changes in the draft Deed of Conveyance have been suggested by your client in your letter 19th September 2018. That considering all the previous communications, it goes without saying that the issues which have been raised by the side of your client that cannot be resolved through communications because many such communications have already been exchanged between the parties regarding those issues.

Therefore it is very much clear that it requires face to face discussions with all papers and that's why in previous occasion also your client was requested to come for a meeting but your client is not interested to discuss the issues face to face which shows that your client is inclined to drag the matter as far as possible without any proper grounds.

In these situations my client is ready to resolve the issues and if your client is really interested to resolve the issues then once again your client is requested to come for a meeting so that the draft deed can be finalized.

That hereby your client is once again requested to fix up a date to hold a meeting at the office of our client in presence of advocates of both the sides for clarification and to resolve the issues.

Therefore please fix up a date for holding the meeting at the office of our client in presence of advocates of both the parties and please intimate the date at least fifteen days before to my client.

Yours faithfully,

CC:

- 1) Shyamali Mitra
- 2) The Managing Director (Janapriyo Real Estate Private Limited)

Manankar Ray
Advocate