

Manankar Ray
Advocate

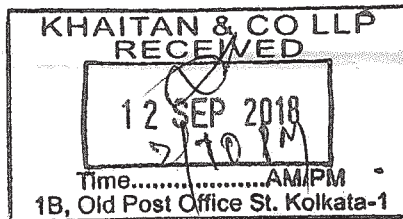
Residence :
ARRANYAK, Flat No. B-3
182/1, Sreerampur Road (N)
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Speed Post with A/D

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

Your Client: **Arindam 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 13th August 2018; on behalf of your client; written to my above named client, has been handed over to me by 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 letter it appears that you have not been properly instructed by your client or your client has suppressed the material fact from you.

In this context I would like to inform you 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 plot in question were sent to your client by my client. In the said e-mail your client 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 modifications in your client's mail dated 08th June 2018 and accordingly further modification were made in the draft sale deed 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.

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That after receiving the said mail your client through his mail dated 01st July 2018 requested our client to providing sketches map to be attached with the sale deed duly approved the sale deed and my client sent the sketch maps to your client.

That after receiving the said mail very surprisingly your client sent letter dated 29/07/2018 came up with a new plea suggested some changes in the draft deed again.

That from the aforesaid activity of your client it is very much clear that after receiving the draft deed initially raised some points and when those were resolve then your client raised some other points and after resolving the same your client raised further points again and again which clearly manifests that your client is not interested to complete the registration of the said plots of land in spite of repeated request on the part of my client. Your client is deliberately trying to drag the registration of the deeds by raising illogical and unnecessary issues again and again, with an ulterior motive.

That by the e-mail dated 03rd August 2018 my client informed and requested your client to fix up date to meet the lawyer of my client at their Kalyani Office along with the lawyer of your client, for face to face discussion, so that the matter may be completed once for all and the contact number of my client's lawyer was also mentioned in the said mail.

That instead of fixing any such meeting your client issued the letter through you which is under reply:

In this backdrop with reference to the statements as contained in paragraph No. 1 & 2 of your said letter, my client categorically denies that my client have failed and/or neglected to execute the registration of the Deed of Conveyances in favour of your clients. Your client has already accepted the schedule and the physical position of the plots but thereafter all on a sudden trying to create the dispute by raising the issue of schedules of the plots without any reason. It is denied that your client is yet to receive the reply the letter dated 29/07/2018.

Please note that from the above mentioned communications by and between the parties it is very much clear that your client is trying to raise illogical and irrelevant issues again and again for the reasons best known to your client.

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That for holding any meeting papers & documents of the project may be required therefore it is not possible for my client to take all those paper and documents to the office of the advocate of your client and it is convenient to hold the meeting at the office of my client.

My client's state that already your client was requested to fix up a date for holding the meeting at the office of our client in presence of the advocate of your client and hereby your client is again requested to fix up date to hold a meeting at the office of our client in presence of advocates of both the sides for clarification and to dissolve all 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,

Manankar Ray
Advocate
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CC:

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