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भारतीय डाक

India Post

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: Mr Arindam 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, 2nd Floor, Kolkata 700 045.

Under instruction from and on behalf of our client, Arindam 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 him 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 four draft sale deeds including draft Schedules thereof in respect of Plot No 220, Plot No 221, Plot No 232 and Plot No 233 and the same were forwarded to him for his consideration. On receipt of the same on 10/07/2018, our client detected some anomalies implanted in those four aforementioned draft schedules & deeds. The discrepancies so detected by our client are as follows: —

- (A) Incorrectness of the two draft documents in respect of Plot No 220 and Plot No 221 (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 in respect of Plot No 220 and Plot No 221 states that: —
 - the Plot No 220 is within Dag No - 1356 (RS & LR) of Bidyadharpur Mouza,
2. Secondly, the draft documents for registration also states that: —
 - the Plot No 221 is within Dag No - 1362 (CS & RS) of Bidyadharpur Mouza,
3. Thirdly, the draft documents for registration further states that: —
 - On the East side of Plot No 220 is - Plot No 221,
4. Fourthly, the draft documents for registration states that: —
 - On the West side of Plot No 221 is - Plot No 220,
5. Relying upon the aforementioned four statements in respect of Plot No 220 and Plot No 221 of the draft documents for registration, it is obligatory that: —
 - the Dag No - 1356 (RS & LR) of Bidyadharpur Mouza must have to be situated on the west of the Dag No - 1362 (CS & RS) of Bidyadharpur Mouza.
6. Whereas, from the Government Mouza maps it has been verified that: —
 - the Dag No 1356 (RS & LR) of Bidyadharpur Mouza is not at all situated on the west of the Dag No 1362 (CS & RS) of Bidyadharpur Mouza. Also these two Dags i.e. Dag No 1356 (RS & LR) of Bidyadharpur Mouza and Dag No 1362 (CS & RS) of Bidyadharpur Mouza 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 in respect of Plot No 220 and Plot No 221, 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 No 220 which was previously procured by your client (VENDOR) prior to embarking this subject sell to our client (PURCHASER): —

1. The property consisting of total 14 Decimal (more or less) in the Dag No 1356 (RS & LR) of Bidyadharpur Mouza was purchased by your client from Maya Santra, Sankari Das, Anjali Panja, Bechu Bag, Deben Bag, Shibu Bag and Jaya Pore on 11/05/2015. [Ref: Deed of Conveyance dated 11/05/2015 registered at the Office of the ARA-II, Kolkata and recorded in Book No 1, CD Volume No 31, pages 1176 to 1193, Being No 05460 for the year 2015]
2. The boundaries of that aforementioned property as recorded therein are as follows: —
 - a) On the North — part of Dag No 1351,

- b) On the South – part of Dag № 1361,
 - c) On the East – part of Dag № 1357 and
 - d) On the West – part of Dag № 1355,
3. Since, the Plot № 220 is situated within the area limit of the aforementioned property itself, therefore the Eastern side of the Plot № 220 must have to be either Dag № 1357 or Dag № 1356 and can be nothing else.
 4. Whereas, as per the “Draft Sale Deeds & Schedules” in respect of Plot № 220 & 221 (intended by your client for executing the registration) it is shown as Dag № 1362 (Plot № 221) Mouza “Bidyadharpur”
 5. Hence, the draft documents for registration prepared and provided by your client in respect of Plot № 220 & 221 (intended by your client for executing the registration) are incorrect.
- (C) The “Draft Schedules” for 220 & 221 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 № 220 & 221 should clearly be demarcated thereon in the Schedule.
- (D) Incorrectness of the two draft documents in respect of Plot № 232 and Plot № 233 (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 in respect of Plot № 232 and Plot № 233 states that: —
 - the Plot № 232 is within Dag № - 1356 (RS & LR) of Bidyadharpur Mouza,
 2. Secondly, the draft documents for registration also states that: —
 - the Plot № 233 is within Dag № - 1362 (CS & RS) of Bidyadharpur Mouza,
 3. Thirdly, the draft documents for registration further states that: —
 - On the East side of Plot № 232 is - Plot № 233,
 4. Fourthly, the draft documents for registration states that: —
 - On the West side of Plot № 233 is - Plot № 232,



5. Relying upon the aforementioned four statements in respect of Plot No 232 and Plot No 233 of the draft documents for registration, it is obligatory that: —
 - the Dag No - 1356 (RS & LR) of Bidyadharpur Mouza must have to be situated on the west of the Dag No - 1362 (CS & RS) of Bidyadharpur Mouza.
 6. Whereas, from the Government Mouza maps it has been verified that: —
 - the Dag No 1356 (RS & LR) of Bidyadharpur Mouza is not at all situated on the west of the Dag No 1362 (CS & RS) of Bidyadharpur Mouza. Also these two Dags i.e. Dag No 1356 (RS & LR) of Bidyadharpur Mouza and Dag No 1362 (CS & RS) of Bidyadharpur Mouza 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 in respect of Plot No 232 and Plot No 233, prepared and provided by your client and intended by your client for executing the registration are incorrect.
- (E) Incorrectness detected by our client with respect to the property document related to the Plot No 232 which was previously procured by your client (VENDOR) prior to embarking this subject sell to our client (PURCHASER): —
6. The property consisting of total 14 Decimal (more or less) in the Dag No 1356 (RS & LR) of Bidyadharpur Mouza was purchased by your client from Maya Santra, Sankari Das, Anjali Panja, Bechu Bag, Deben Bag, Shibu Bag and Jaya Pore on 11/05/2015. [Ref: Deed of Conveyance dated 11/05/2015 registered at the Office of the ARA-II, Kolkata and recorded in Book No 1, CD Volume No 31, pages 1176 to 1193, Being No 05460 for the year 2015]
 7. The boundaries of that aforementioned property as recorded therein are as follows: —
 - a) On the North — part of Dag No 1351,
 - b) On the South — part of Dag No 1361,
 - c) On the East — part of Dag No 1357 and
 - d) On the West — part of Dag No 1355,



8. Since, the Plot № 232 is situated within the area limit of the aforementioned property itself, therefore the Eastern side of the Plot № 232 must have to be either Dag № 1357 or Dag № 1356 and can be nothing else.
9. Whereas, as per the "Draft Sale Deeds & Schedules" in respect of Plot № 232 & 233 (intended by your client for executing the registration) it is shown as Dag № 1362 (Plot № 233) Mouza "Bidyadharpur"
10. Hence, the draft documents for registration prepared and provided by your client in respect of Plot № 232 & 233 (intended by your client for executing the registration) are incorrect.

(F) The "Draft Schedules" for 232 & 233 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 № 232 & 233 should clearly be demarcated thereon in the Schedule.

Our client states that he 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 Khaitan & Co LLP



(S N Pyne)