

By Speed Post

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: - Errors in the “Draft Sale Deeds” and “Draft Key Maps / Schedules” provided for Registration of Plot № 220, Plot № 221, Plot № 232 and Plot № 233 in “Kalyani City Enclave”.

The PURCHASER: Mr. Arindam Mitra

The VENDOR, Land-owners: M/s Janapriyo Real Estate Pvt. Ltd. (Say, JPPE for brevity) on behalf of the following Land-owners: -

1. Land owner of Plot № 220 — JPPE, represented by Mr. Bharat Naskar their Managing Director.
2. Land owner of Plot № 221 — Mr. Ashis Naskar, son of Mr. Bharat Naskar, represented by his lawful constituted attorney JPPE which in turn represented by Mr. Bharat Naskar their Managing Director.
3. Land owner of Plot № 232 — JPPE, represented by Mr. Bharat Naskar their Managing Director.
4. Land owner of Plot № 233 — Mr. Ashis Naskar, son of Mr. Bharat Naskar, represented by his lawful constituted attorney JPPE which in turn represented by Mr. Bharat Naskar their Managing Director.

The PROJECT: Kalyani City Enclave by JPPE (Say, KCE for brevity)

Dear Sir,

Both the VENDOR and the PURCHASER are almost at the final stage of registration of Lands of Plot № 220, Plot № 221, Plot № 232 and Plot № 233 of the project KCE.

But, the PURCHASER detected few errors in the latest “Draft Sale Deeds” and “Draft Key Maps” / “Draft Schedules”. These errors are illustrated as follows.

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Part - (A) Errors in the "Draft Sale Deeds" and "Draft Schedules" for Plot No 220, 221, 232 & 233: —

1.0 As per Draft Sale Deeds & Draft Schedules, the subject four plots are shown to be as adjacent to each other forming one combined rectangular shape as per the following sketch: —

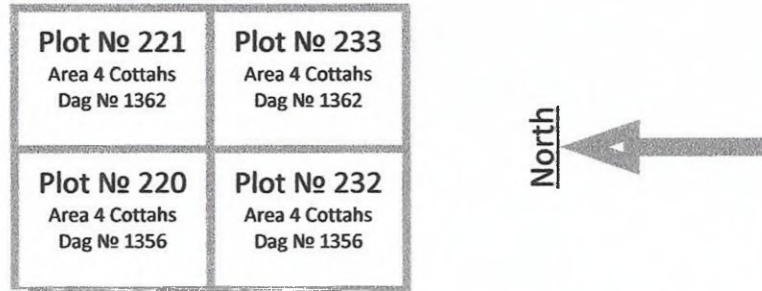


Figure No (1): — as per "Draft Sale Deeds"; "Draft Schedules" and other information, the Lands of Plot No 220 and 221 are shown to be as adjacent in their East-West direction. Similarly, the Lands of Plot No 232 and 233 are also shown to be as adjacent in their East-West direction. Also the lands of Plot No 220/221 and 232/233 are adjacent on their North-South faces respectively. Therefore, the four plots are said to be adjacent to each other forming a larger rectangular shape.

2.0 But, from the West Bengal Government's Mouza Maps, the PURCHASER verified that the Plot No 220 and Plot No 221 ARE NOT ADJACENT PLOTS: —

- i. As per the latest "draft sale deeds & schedules" and other information, the land of Plot No 220 belongs to Dag No 1356 of Bidyadharpur Mouza,
- ii. Also, as per the latest "draft sale deeds & schedules" and other information, the land of Plot No 221 belongs to Dag No 1362 of Bidyadharpur Mouza.
- iii. Again, as per the latest "draft sale deeds & schedules" and other information, the Lands of Plot No 220 and Plot No 221 are adjacent Plots.
- iv. Therefore, if Plot No 220 and Plot No 221 are really adjacent then, "the land of Dag No 1356 of Bidyadharpur Mouza" and "the land of Dag No 1362 of Bidyadharpur Mouza" would have been also adjacent on east-west direction, i.e. east side of the "the land of Dag No 1356 of Bidyadharpur Mouza" should have been "the land of Dag No 1362 of Bidyadharpur Mouza".
- v. But, from the West Bengal Government Mouza Maps, it is seen that, "the land of Dag No 1356 of Bidyadharpur Mouza" and "the land of Dag No 1362 of Bidyadharpur Mouza" are not adjacent. Eventually the lands these two Dag numbers are just touching at one single point at their extreme corners.

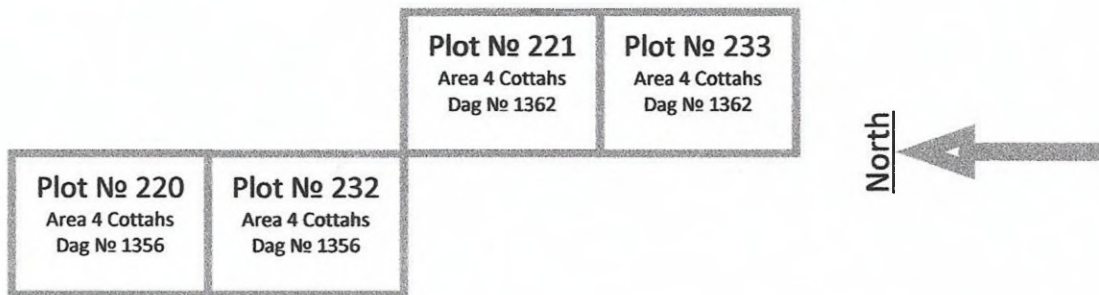


Figure No (2): — as per “Draft Sale Deeds” and “Draft Schedules”, the Lands of Plot No 220 and Plot No 221 are shown as adjacent plots on east-west direction; but as per West Bengal Govt. Mouza Maps these two Plots cannot be ADJACENT because the Dag numbers of these two Plots of lands are only touching at a single corner point. The best possible condition of placement of the Plots are shown in this diagram.

- vi. Since the West Bengal Government Mouza Maps cannot be wrong, therefore, the Plot No 220 and Plot No 221 are not ADJACENT on east-west direction.
- vii. But, the Boundary Statements, the Schedules etc. of the latest “Draft Sale Deeds” and “Draft Schedules” are still showing that the subject two Plots of Lands are adjacent plots. This is wrong as per the said Mouza Maps.
- viii. Therefore, the latest “Draft Sale Deeds” and the “Draft Schedules” needs correction / modifications / revision in such a manner that these shall correspond with the respective Mouza Maps as well as are fulfilling the locational features as informed.

3.0 Again in the similar manner, verifying from the West Bengal Government’s Mouza Maps, it has been confirmed by the PURCHASER that the Plot No 232 and Plot No 233 ARE NOT ADJACENT PLOTS.

Part - (B) Errors in the latest “Draft Sale Deeds” and “Draft Schedules”: —

As because, the Dag nos. of the land of the constituent Mother Deed of Plot No 220/232 and those of Plot No 221/233 are different, therefore, the land of Plot No 221/233 must have to be situated within the surrounding lands of the land of the Mother Deed of Plot No 220/232 respectively, since being said to be as adjacent on the east-west direction.

But, the Dag No of Plot No 221/233 are seen to be different from those of the surrounding lands of the Mother Deed of Plot No 220/232 respectively.

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Therefore, the latest "Draft Sale Deeds" and "Draft Schedules" are wrong. This is further explained as follows: —

1.0 Dag numbers of Plots of Lands as per the "draft sale deeds & schedules": —

Plot No	Dag No	Mouza name
Land of Plot No 220	RS & LR Dag No 1356	Mouza — Bidyadharpur.
Land of Plot No 221	CS & RS Dag No 1362	Mouza — Bidyadharpur.
Land of Plot No 232	RS & LR Dag No 1356	Mouza — Bidyadharpur.
Land for Plot No 233	CS & RS Dag No 1362	Mouza — Bidyadharpur.

2.0 Boundary Statement of the Mother Deed of Plot No 220/232: —

SCHEDULE OF THE PROPERTY REFERRED TO ABOVE

ALL THAT piece and parcel of shali land measuring an area 14 Decimals more or comprised in R. S. and L. R. Dag No.1356 under L. R. Khatian No.274/1 at Mouza Bidyadharpur, J. L. No.17, Police Station Jagaddal, District 24 Parganas (North), at present within the limits of Kowgachi-II Gram Panchayet **TOGETHER WITH** all other benefits, facilities and advantages and all sorts of easement rights attached therein or thereto and the entire Dag is butted and bounded in the manner following:

ON THE NORTH: Part of Dag No.1351.

ON THE SOUTH: Part of Dag No.1361.

ON THE EAST: Part of Dag No.1357.

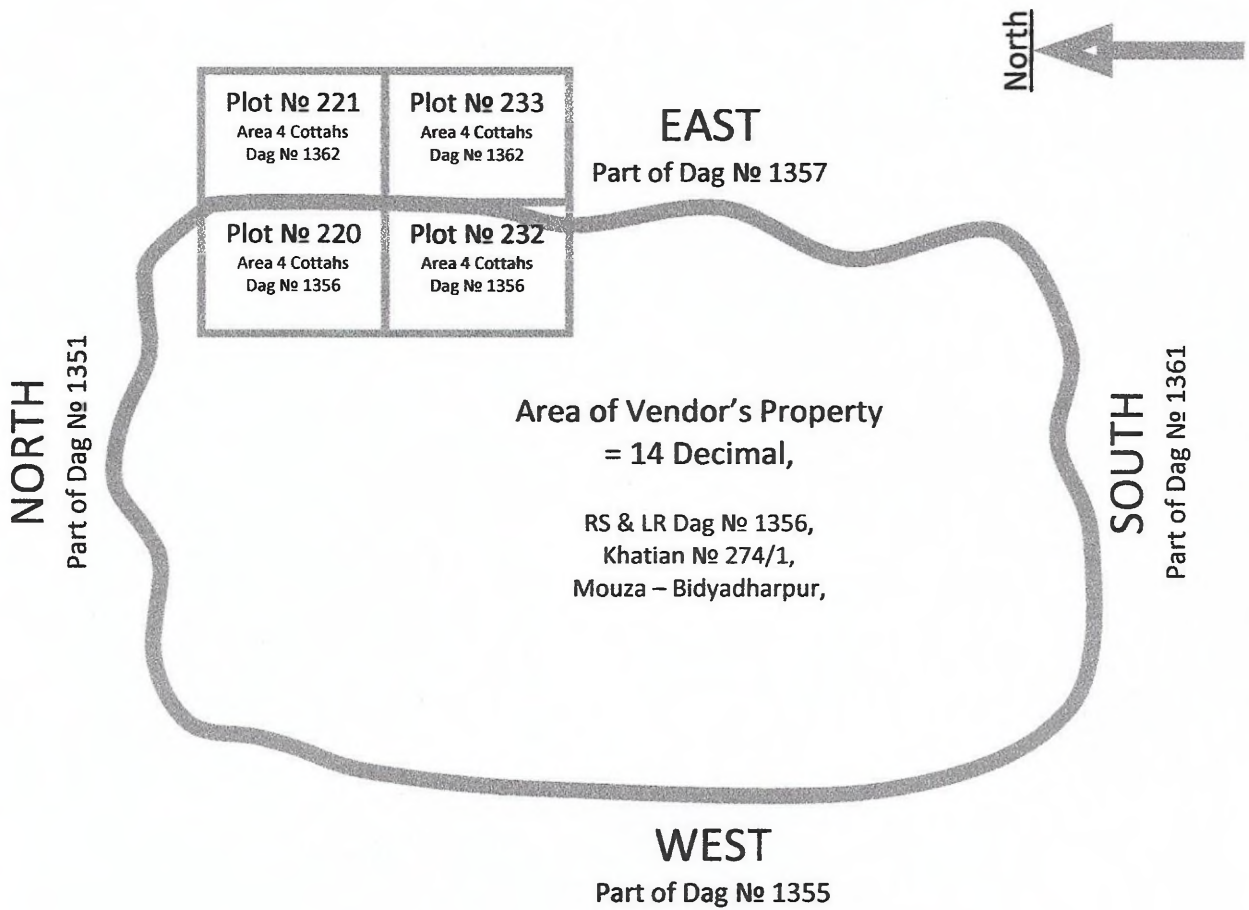
ON THE WEST: Part of Dag No.1355.

Figure No (3): — Boundary Statement of the Mother Deed in respect of Plot No 220/232.

3.0 Considering the Boundary Statement of the Mother Deed of Plot No 220/232 in conjunction with the adjoining position of Plot No 221/233 [in case they are really adjacent on east-west direction] the following schematic diagram shall illustrate the proposed situation: —

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Figure No (4): — *Effect of any of the every possible placement of the area of Plot No 220/232 superimposed upon the larger area (considering of any kind of geometrical shape) of its Mother Deed.*

4.0 Therefore, from the above the following is clear: —

- (i) It is clear from the above sketch that, if the land of Plot No 220/232 are placed anywhere within the land of the Vendor's Property (Dag No 1356), then the Plot No 221/233 can never be positioned in Dag No 1362, but can only be either in Dag No 1356 or in Dag No 1357 as per the Mother Deed.
- (ii) Therefore Plot No 220/232 and Plot No 221/233 respectively are not adjacent.
- (iii) Hence, the "Draft Sale Deeds" and "Draft Schedules" of the Plot No 220/232 and Plot No 221/233 are incorrect.

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Part - (C) Schematic diagram illustrating the positional status of the Plot No 220/232 in case the same is placed anywhere within land area of its Dag № 1356 of Mouza Bidyadharpur on the part of the West Bengal Government Mouza Map: —

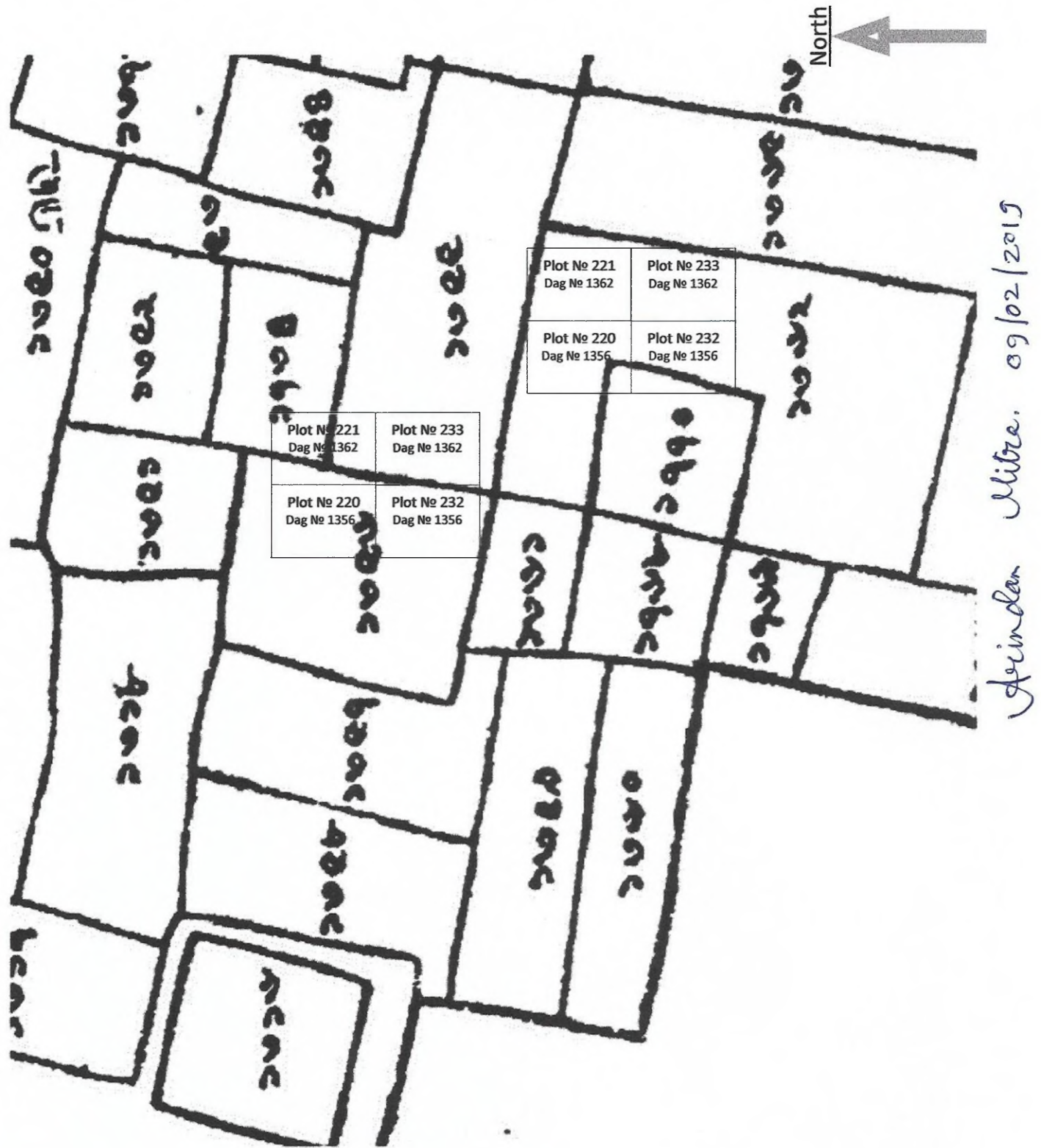


Figure No (5): — Effect of any of the every possible placement of the area of Plot No 220/232 superimposed upon the larger area of Mouza Bidyadharpur on Dag № 1356 of part of the W.B. Govt. Mouza Map.

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1.0 Therefore, from the above the following is clear: —

- (i) Let the area of Plot No 220/232 are placed anywhere within the larger area of its Dag No 1356 of Mouza Bidyadharpur as per the Figure No (5).
- (ii) The Plot No 221/233 are so learned to be adjacent and situated on the EAST side of the Plot No 220/232 respectively if the land of Plot No 220/232 are placed anywhere within the land of Dag No 1356 of Bidyadharpur Mouza, then from the above sketch it is seen that the Plot No 221/233 are falling within Dag No 1355 or Dag No 1734 of Bidyadharpur Mouza only or else may be within Dag No 1356 itself but can never be Dag No 1362 of Bidyadharpur Mouza.
- (iii) Therefore, it is visually noticeable from the above sketch that, the Land for Plot No 221/233 are not falling within the Dag No 1362. This is in opposition with the "Draft Sale Deeds" and "Draft Schedules"
- (iv) Hence, the "Draft Sale Deeds" and "Draft Schedules" of the Plot No 220/232 and Plot No 221/233 are incorrect.

2.0 Therefore, from the above the following is clear: —

- (i) Let the area of Plot No 221/233 are placed anywhere within the larger area of its Dag No 1362 of Mouza Bidyadharpur as per the Figure No (5).
- (ii) The Plot No 220/232 are so learned to be adjacent on the WEST side of the Plot No 221/233 respectively if the area of Plot No 221/233 are placed anywhere within the Dag No 1362 of Bidyadharpur Mouza, then from the above sketch it is seen that the Plot No 220/232 are falling within Dag No 1361 or Dag No 1770 or Dag No 1769 or else may be within Dag No 1362 itself but can never be Dag No 1356 of Bidyadharpur Mouza.
- (iii) Therefore, it is visually noticeable from the above sketch that, the Land for Plot No 220/232 are not falling within the Dag No 1356 in Bidyadharpur Mouza. This is in opposition with the "Draft Sale Deeds" and "Draft Schedules"
- (iv) Hence, the "Draft Sale Deeds" and "Draft Schedules" of the Plot No 220/232 and Plot No 221/233 respectively are incorrect.

Part - (D) Essential information are missing in the "Draft Schedules": —

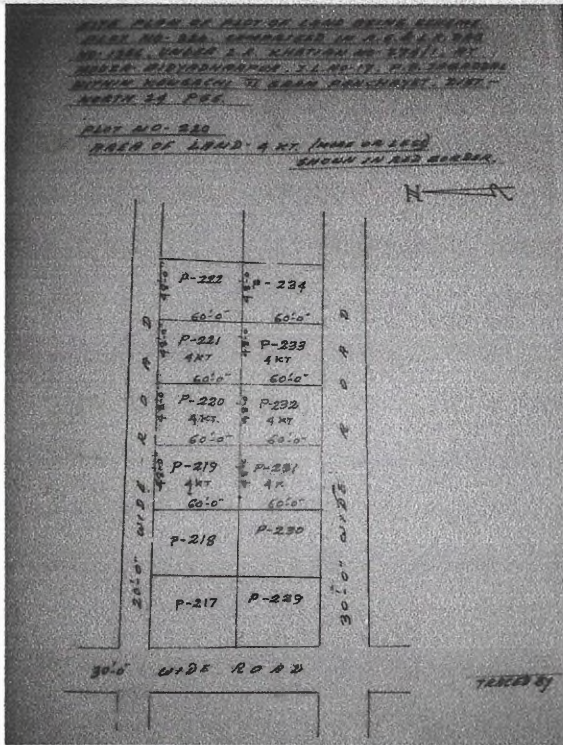
1.0 Please refer to the Figure No (6) furnished hereinafter. In this Figure, the copies of the "Draft Schedules" of the Plot No 220, the Plot No 221, the Plot No 232 and the Plot No 233 are shown for ready reference please.

2.0 These "Schedules" / "Key Maps" does not show the "Distance from the Main Road",

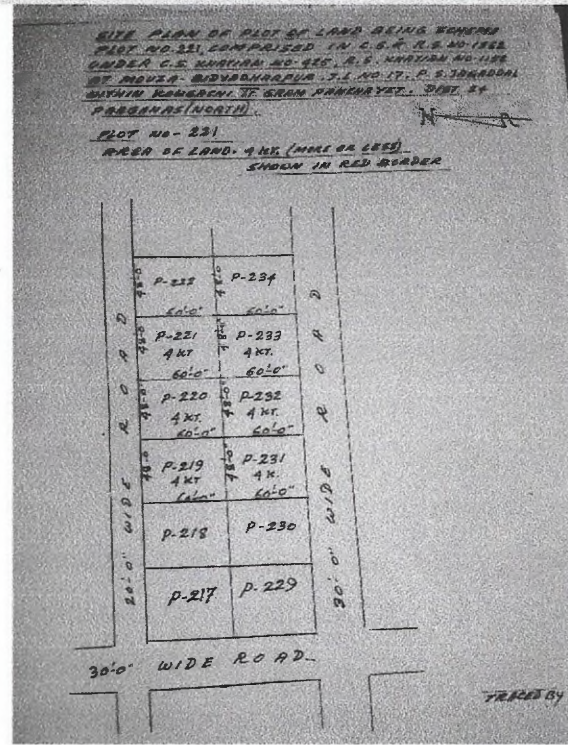
3.0 These "Schedules" / "Key Maps" does not show any Permanent Real Structure existing on the nearby ground,

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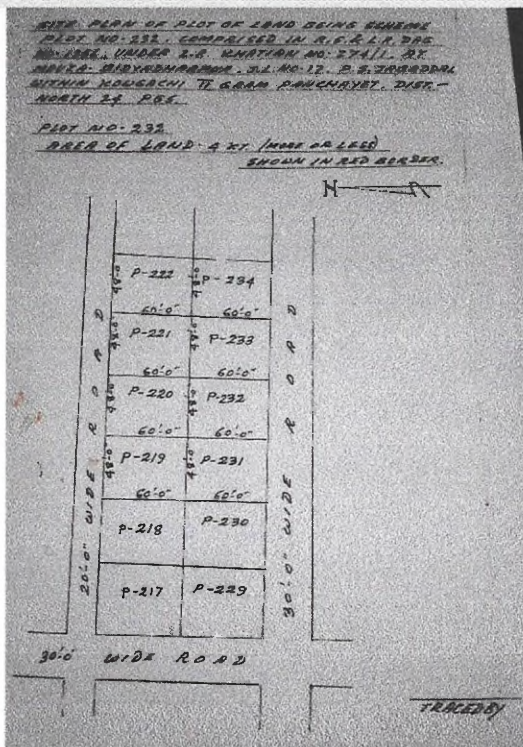
- 4.0** By using the "Schedules" / "Kay Maps" it is impossible to reach at the respective Plots of Lands. Also it is impossible to locate and/or identify the respective plots i.e. Plot No 220, Plot No 221, Plot No 232 as well as Plot No 233.
- 5.0** Therefore, the "Draft Schedules" requires all such essential information so that those could be self-explanatory and useful.



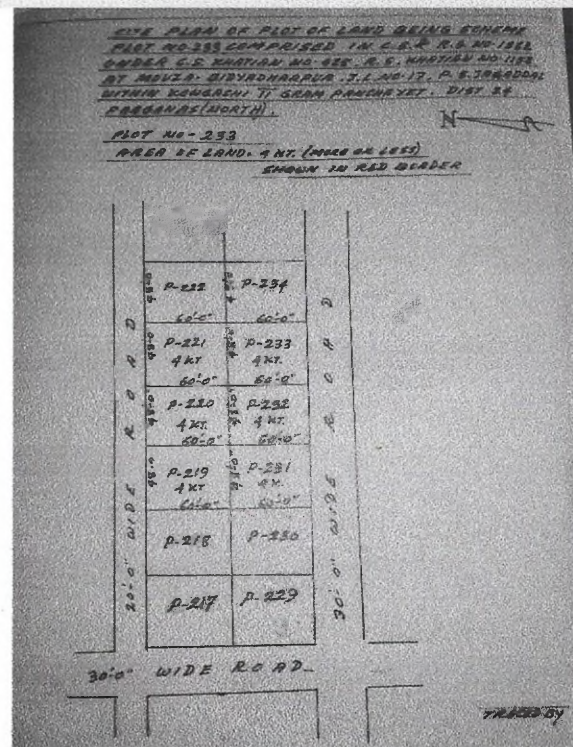
(A) "Schedules" / "Kay Maps" of Plot No 220.



(B) "Schedules" / "Kay Maps" of Plot No 221.



(C) "Schedules" / "Kay Maps" of Plot No 232.



(D) "Schedules" / "Kay Maps" of Plot No 233.

Figure No (6): — The "Draft Schedules" does not show the main road and distance from there. Also the distance from any permanent object / structure on the ground is not shown.

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Part - (E) DISTANCE OF THE PLOTS FROM THE MAIN ROAD "Kalyani Expressway": —

- 1.0** As per the initial information, the approximate distance of the Plot № 220 and Plot № 221 from the main road, viz. "Kalyani High Way" / "Kalyani Express Way" was 730 feet (approximately).
- 2.0** But in the "Draft Schedules" there is no mention of the "distance from the main road".
- 3.0** Hence, this missing data i.e. the "distance from the main road" is required to be incorporated in the "Draft Schedules".

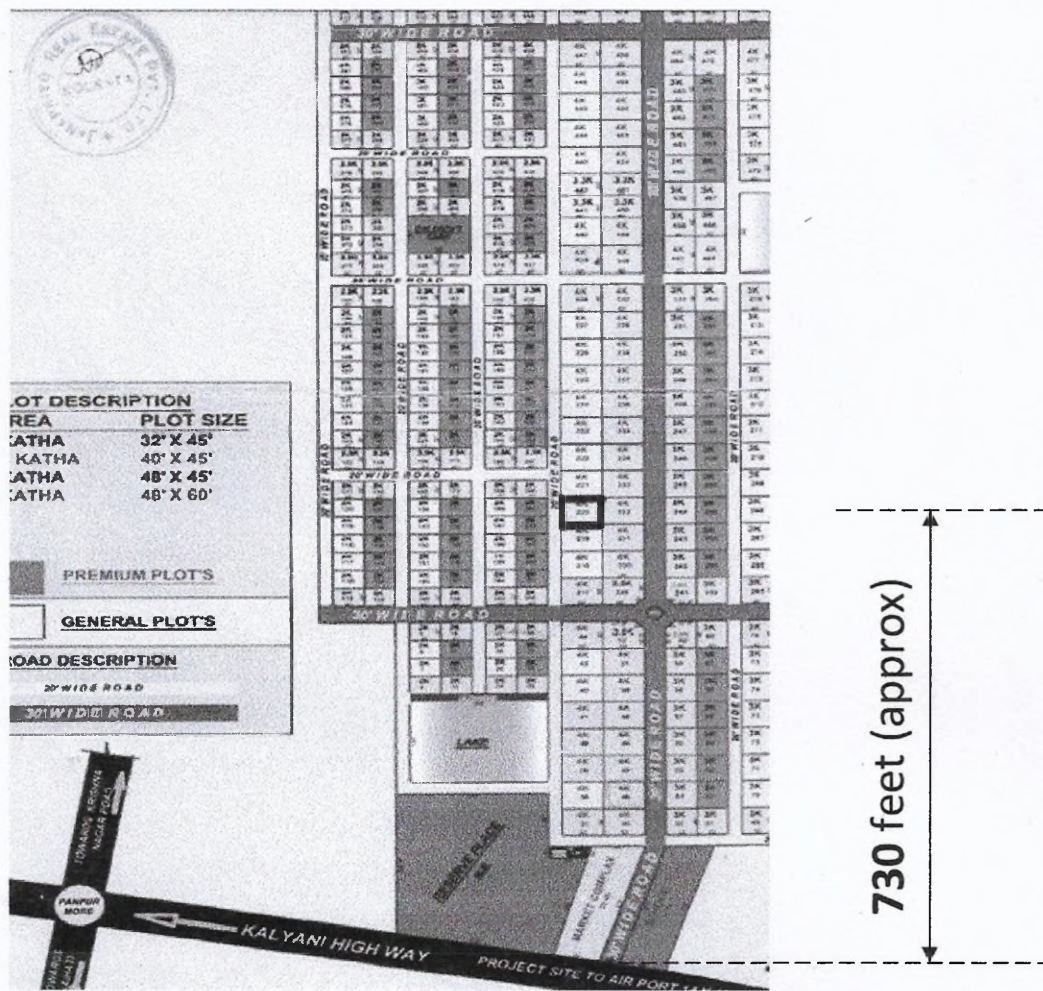


Figure No (7): — As per initial information, the distance of Plot № 220 and Plot № 221 are approximately 730 feet from the main road, viz. "Kalyani High Way" / "Kalyani Express Way". But that distance is missing in the "Draft Schedules". Therefore, the said distance is required to be incorporated.

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Part - (F) The VENDOR is unnecessarily asking for MEETING repeatedly: —

- 1.0** In several earlier occasions, the PURCHASER placed before the VENDOR the aforementioned shortcomings noticed in the "draft sale deeds", "Draft Schedules".
- 2.0** But the VENDOR could not give any particular and to-the-point reply or any specific clarification. The vendor could not take any initiative towards rectification of the draft sale deeds, schedules whatsoever till date.
- 3.0** Instead of taking any positive step for resolution, the VENDOR had been asking for meeting, that too in the premises of the VENDOR only.
- 4.0** The PURCHASER strongly believes that, the aforementioned illustrations are quite clear and straightforward so that these can be sorted out without any meeting.
- 5.0** The PURCHASER also requested the VENDOR to come to his arranged premises to attend for a meeting.
- 6.0** But the VENDOR declined to accept the invitation of the PURCHASER to attend meeting other than their own premises by means of giving some kind of plea of carrying of documents.
- 7.0** Therefore, it is understandable that, conducting a meeting is inconvenient for both the parties. Hence, THE MATTER OF MEETING IS HEREBY CANCELLED and should not kindly be repeated again.
- 8.0** The PURCHASER strongly believes that, there must be something that the VENDOR SHALL probably intends to tell to the PURCHASER in person, but without writing. It is therefore requested by the PURCHASER to the VENDOR to please write down all those matters into text form and may therefore send those to the PURCHASER.
- 9.0** Therefore, by virtue of such conduct of the VENDOR it is ample clear that they are intending to take shelter of MEETING and thereby avoiding taking any corrective action.
- 10.0** The VENDOR is hereby requested to please take necessary action to sort out the subject issues without asking for meeting yet again another time.
- 11.0** In case the VENDOR once again requests for MEETING, then the PURCHASER shall be constrained to understand that, the VENDOR has nothing to reply specifically and in that situation the PURCHASER shall resort to the appropriate authority/ forum as per provision of the Law of the Land.

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Part - (G) The VENDOR is unnecessarily Referring to earlier replies/ communications etc.: —

- 1.0** In several earlier occasions, the PURCHASER placed before the VENDOR the aforementioned shortcomings in the "draft sale deeds", "Draft Schedules".

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- 2.0 But the VENDOR could not give any particular and to-the-point reply or any specific clarification. The vendor could not take any initiative towards rectification of the draft sale deeds, schedules whatsoever till date.
- 3.0 Instead of taking any positive step for resolution, the VENDOR had been persistently going on referring to earlier communications.
- 4.0 The PURCHASER strongly believes that, the aforementioned illustrations are quite clear and straightforward so that these issues can be sorted out without referring to any earlier communication/ replies etc.
- 5.0 The VENDOR is hereby requested to please take necessary action to sort out the subject issues without referring to earlier communications again.
- 6.0 In case the VENDOR once again refers and/or redirects towards earlier communications/ replies, then the PURCHASER shall be constrained to understand that, the VENDOR has nothing to reply specifically and in that situation the PURCHASER shall resort to the appropriate authority/ forum as per provision of the Law of the Land.

Part - (H) The VENDOR is supposed to be fully aware about all legal and ownership characteristics of the Plots of Lands that are intended to be sold to the PURCHASER: —

- 1.0 The VENDOR is intending to sale the subject properties to the PURCHASER. They cannot blame the PURCHASER or any other person for the errors pointed out herein.
- 2.0 It is rarely possible that, the VENDOR does not know properly about the characteristics of the commodities (i.e. the plots of lands in this case) intended for selling by them and it is naturally unacceptable that they were influenced by the PURCHASER or any other party.
- 3.0 There may be comments/ remarks/ statements/ descriptions/ communications/ criticism etc. whatsoever by any other party including the PURCHASER regarding the legal and/or ownership characteristics of the plots of lands, but whatsoever those may be it must be agreed that, the declaration/ information provided by the VENDOR needs to be unprejudiced, uninfluenced and correct and that must have to be free from any other external influence.
- 4.0 But the VENDOR could not give any particular and to-the-point reply or any specific clarification. The vendor could not take any initiative towards rectification of the draft sale deeds, schedules whatsoever till date.
- 5.0 Instead of taking any positive step for resolution, the VENDOR had been persistently going on referring to earlier communications/ replies.

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- 6.0** The PURCHASER strongly believes that, the aforementioned illustrations are quite clear and straightforward so that these can be sorted out without referring to any earlier communication/ replies etc.
- 7.0** The VENDOR is hereby requested to please take necessary action to sort out the subject issues without referring to earlier communications once again.
- 8.0** In case the VENDOR once again refers and/or redirects towards earlier communications/ replies or blames some other party including the PURCHASER, then the PURCHASER shall be constrained to understand that, the VENDOR has nothing to reply specifically and in that situation the PURCHASER shall resort to the appropriate authority/ forum as per provision of the Law of the Land.

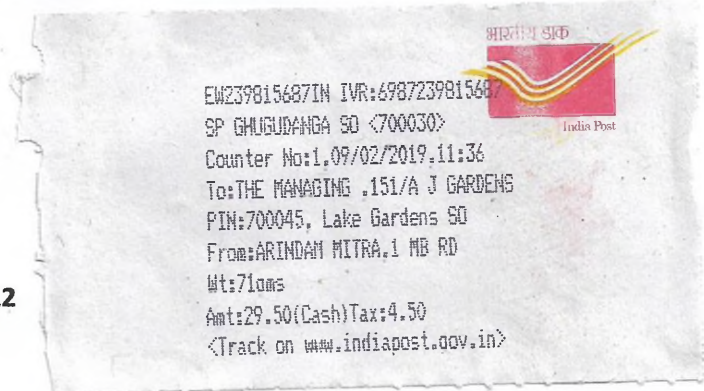
Part - (I) Sketches / illustrations — Please note that the “sketches” / “figures” / “illustrations” drawn hereinbefore are: —

- i. Not to scale,
- ii. Only for conceptual purpose,
- iii. Actual shape / size / dimension etc. may vary but without opposing with the logical sequence/ orientation / principles etc. of the respective objects,
- iv. Shall have similarity in principle as of the original objects,
- v. Errors, exceptions & omissions (if any whatsoever) may kindly be considered unless something is principally in dire contrast,
- vi. The illustrations herein are merely the efforts towards explanations of the issues in some visually and conceptually understandable manner. This may therefore vary/ differ from accurateness / exactness of the real objects but modelled replicas only.

In view of the foregoing, the PURCHASER is requesting before the VENDOR for carrying out necessary corrections (without asking for meeting, or without referring to earlier communications and without blaming others for influencing them / suggesting them while preparation of documents etc.) at their end please.

The specific / particular / to-the-point reply (if any) from the VENDOR towards necessary corrections should reach the PURCHASER within 15 (fifteen) days from the date of their receipt of this letter, failing which the PURCHASER shall have no other option left with him than to resort to the appropriate authority/ forum as per provisions / facilities of the Law of the Land without any further notice.

Arindam Mitra,
(Arindam Mitra) 09/02/2019
PURCHASER



09/02/2019
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