

## Reminder - 01

The Managing Director,  
M/s Janapriyo Real Estate Pvt. Ltd.  
JANAPRIYO BHAVAN,  
151/A, Jodhpur Garden,  
2<sup>nd</sup> 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 No 220, Plot No 221, Plot No 232 and Plot No 233 in “Kalyani City Enclave”.

**Reference: -** (1) Letter No JPPE/KCE/Purchase of Plot No 220-221-232-233/2019/199 dated 09-02-2019 sent to you by Speed Post and delivered to you on 09-02-2019.

**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 No 220 — JPPE, represented by Mr. Bharat Naskar their Managing Director.
2. Land owner of Plot No 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 No 232 — JPPE, represented by Mr. Bharat Naskar their Managing Director.
4. Land owner of Plot No 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)

**Price:** The prices of the subject two Plots of Lands are as follows:—

1. Price of Plot No 220 — Rs. 10,61,600/-
2. Price of Plot No 221 — Rs. 10,50,600/-
3. Price of Plot No 232 — Rs. 11,54,400/-
4. Price of Plot No 233 — Rs. 11,42,600/-

**Payment status:** The PURCHASER fully paid the entire amount of Rs. 44,09,200/- to the VENDOR.

Dear Sir,

In continuation with the previous letter bearing No JPPE/KCE/Purchase of Plot No 220-221-232-233/2019/199 dated 09-02-2019 cited under Reference-(1) above, the PURCHASER has no other option but to notify the VENDOR as per the following:—

28/02/2019  
Arindam Mitra.

1. The VENDOR couldn't respond and/or rectify and/or clarify to the errors in the "Draft Sale Deeds & Draft Schedules" as pointed out by the PURCHASER through the aforementioned letter within the stipulated time period of 15 days.
2. These errors were also earlier pointed out by the PURCHASER seeking clarifications/ requesting for corrections thereof from the VENDOR. The letters of PURCHASER dated 29-07-2018, dated 02-08-2018 and dated 19-09-2018 may be referred. But in spite of four times of requests, the VENDOR could not give any specific/ particular/ to-the-point reply. The VENDOR never showed any interest to correct the "Draft Sale Deeds and Draft Schedules" so as to conclude the registration process.
3. Therefore, the errors points out by the PURCHASER in the "Draft Sale Deeds & Schedules" should be considered to be accepted by the VENDOR.
4. The VENDOR so far failed to give any specific denial for the said errors in the "Draft Sale Deeds & Schedules" as had been pointed out by the PURCHASER.
5. The VENDOR till now have also failed to clearly state whether they AGREE or DISAGREE about the errors in the "Draft Sale Deeds and Schedules" as illustratively explained by the PURCHASER.
6. The PURCHASER therefore constrained to understand that, the VENDOR does not have anything to reply. The VENDOR has nothing to do but to accept the said errors.
7. Therefore, by virtue of conduct of the VENDOR, it has been established beyond every doubt that, the VENDOR has intentionally provided a set of Wrong Draft Sale Deeds and Wrong Draft Schedules to the PURCHASER with their ill intention to carryout registration wrongly.
8. The errors implanted by the VENDOR in the "Draft Sale Deeds & Draft Schedules" has been pointed out by the PURCHASER through the referred letter (in addition to several other letters earlier) explicitly establishes that the properties offered by the VENDOR for the purpose of registration is nothing but a FAKE PROPERTY.
9. Therefore, the VENDOR clearly established that, they are intending to fraud to the PURCHASER by way of trying to execute registration of FAKE PROPERTIES.
10. Thus the attempt of the VENDOR to cheat the PURCHASER has been caught by the PURCHASER just before Registration. The PURCHASER therefore constrained to comprehend that, this clear attempt to cheat is definitely equivalent to cheating.
11. The VENDOR till now never expressed their inability to provide the Plots of Lands to the PURCHASER. But on the other hand, the VENDOR attempted to cheat/ fraud the PURCHASER by way of executing registration of FAKE PROPERTIES.
12. The PURCHASER therefore constrained to understand that such an attempt of the VENDOR to fraud is liable for criminal proceedings as per provisions of the Law of the Land, in addition to other provisions and remedies provided therein and elsewhere provided in other legal forums and other administrative forums under the Constitution of our country.

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28/02/2019



13. The PURCHASER once again finally requests before the VENDOR to take immediate necessary actions so as to properly and correctly carryout the registration. The DELAY in this manner is exclusively attributable to the VENDOR.
14. Needless to mention that, the VENDOR and/or the OWNER OF THE LAND is supposed to know the complete and correct "Proprietorship Features" of their land whose ownership belongs to them only.
15. It is unquestionable and beyond every doubt that, the DEVELOPER of the Project must be well aware/ conversant that, on which Dag Number and Mouza Name which particular Plot No has been demarcated by them. Therefore, it has been evidently established that, the VENDOR is attempting to CHEAT the PURCHASER by means of trying to execute registration of some FAKE PROPERTIES.
16. Therefore, making of such an "erroneous Sale Deeds and wrong Schedules" is NOT JUST A SIMPLE MISTAKE but exclusively is the act of planned cheating by the VENDOR.
17. Under the circumstances, the PURCHASER hereby particularly notifying the VENDOR as follows: —
  - a. Delay in transfer of the subject properties particularly after full payment has been made by the PURCHASER is therefore solely attributable to the VENDOR.
  - b. Every additional cost whatsoever as of the consequences of such delay caused by the VENDOR shall have to be borne by the VENDOR as per actual and the PURCHASER must be relieved from all such extra burden. This will be a claim of the PURCHASER from the VENDOR.
  - c. The claim amount of the PURCHASER shall include but not limited to the following:—
    - (i) legal expenses,
    - (ii) transportation,
    - (iii) stationary and postage expenses,
    - (iv) administrative expenses,
    - (v) logistical expenses,
    - (vi) loss of valuable time and consequences thereof,
    - (vii) additional registration expenses,
    - (viii) increased constructional cost expenses,
    - (ix) expenses for sufferings during the course of such delay caused by the VENDOR,
    - (x) in addition to the above, all other claims as will be applicable in this respect,
    - (xi) These aforementioned claims will be in addition to the correct & proper registration and handing over of the subject Plots of Lands for which the PURCHASER paid the FULL AMOUNT long ago to the VENDOR.

(xii) All the claims are in addition to the possession of the subject Plots of LAND which is to be correctly registered having proper "Boundary description", "Correct Mouza No & Dag No", "Correct distance from the Main Road as promised" and all other ownership features & easement rights.

- d. The VENDOR has to indemnify the PURCHASER from incurring of all such extra costs & sufferings.
- e. All such claims are being calculated by the PURCHASER and the same will be placed before the VENDOR very shortly.
- f. The PURCHASER is also hereby notifying the VENDOR that, the VENDOR committed a breach to the Sale Agreements and still going on breaching the same consistently. The VENDOR explicitly disregarded terms & conditions of the Sale Agreements.

18. In view of the foregoing, the PURCHASER is once again requesting before the VENDOR for carrying out necessary corrections (refraining from asking for meeting, refraining from referring to earlier communications and refraining from blaming others for influencing them / suggesting them while preparation of "Draft Sale Deeds & Draft Schedules") at their end please.

The specific / particular / to-the-point reply (if at all 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 but to resort to the appropriate authority/ forum as per provisions / facilities of the Law of the Land and/or other administrative authorities without any further notice.

*Arindam Mitra*  
28/02/2019  
(Arindam Mitra)  
PURCHASER

