

The Managing Director,
M/s Janapriyo Real Estate Pvt. Ltd.
JANAPRIYO BHAVAN,
151/A, Jodhpur Garden,
2nd floor, P.S. – Lake,
Kolkata – 700045

Kind Attn.: Mr. Bharat Naskar.

Subject: - The PROMOTER had been pressurizing the PURCHASER to execute and register Deed of Conveyance of four plots without removing the existing disputes and anomalies in the “Draft Sale Deeds” & “Draft Schedules”, when the PURCHASER asked for clarification of those disputes — the PROMOTER forfeited Rs. 44,09,200/- and unilaterally cancelled four “Sale Agreements” — the PURCHASER requesting for withdrawal of such “Wrongful Actions” of the PROMOTER and also requesting for a meeting to amicably resolve the disputed matters.

The PURCHASER: — Mr Arindam Mitra (hereinafter referred as “PURCHASER” for brevity)

The PROMOTER: — M/s Janapriyo Real Estate Pvt. Ltd. (hereinafter referred as “PROMOTER” for brevity)

The PURPORTED LETTERS: — The PROMOTER issued four legal notices all dated 25-03-2019 to the PURCHASER through their legal agent Mr Chandan Mitra (hereinafter referred as “PURPORTED LETTERS” for brevity)

Dear Sir,

The PROMOTER issued the aforementioned PURPORTED LETTERS to the PURCHASER as referred hereinbefore.

At the very outset the PURCHASER deny and dispute each and every allegation and/or contention of the referred PURPORTED LETTERS.

All allegations in the PURPORTED LETTERS are incorrect and fictitious. The PURPORTED LETTERS are thoroughly misplaced, self-contradictory, and noticeably erroneous in addition to suffers from conflicting material irregularities.

MATTERS OF DISPUTE: —

- a) After full payment of Rs. 44,09,200/- on 24-11-2016 the PURCHASER earnestly requested before the PROMOTER for conducting registration of four plots as soon as possible. Even the PURCHASER personally met with the PROMOTER at their office on 27-08-2017 requesting them again and again. Due to not happening of registration, the PURCHASER being perturbed approached the Lake Police Station on 05-02-2018 so that to obtain “Draft Sale Deeds” from the PROMOTER.
- b) After a prolonged persuasions and repeated requests/ appeals involving exchange of numerous letters and emails and intervention of Police Officers the PROMOTER finally gave the “Draft Sale Deeds” on 12-06-2018 after incorporating some points raised by the PURCHASER.

Arindam Mitra,
21/05/2019

- c) But the matter does not end there. Only from the “Draft Sale Deeds” the other positional aspects of the plots cannot be cross-checked until and unless the “Draft Schedules” are given.
- d) On the other hand the PROMOTER started pressurising the PURCHASER for immediate registrations knowing very well that, the four “Draft Sale Deeds” provided by them on 12-06-2018 are full of errors. These were notified to them by the PURCHASER after receiving the “Draft Schedules” and thereby found that the “Draft Sale Deeds” are unfit for registration. [Ref: communications referred hereinafter at serial number I. (i) to I. (viii)].
- e) The PURCHASER remained unsure about the “Positional Characteristics” of the plots, requested the PROMOTER for “Draft Schedules” so that he can cross-check properly. [Ref: email dated 20-06-2018]
- f) But the PROMOTER did not respond.
- g) Again on 01-07-2018 the PURCHASER requested and reminded the PROMOTER to give the “Draft Schedules” [Ref: email dated 01-07-2018]
- h) But the PROMOTER did not respond till 10-07-2018.
- i) On 10-07-2018 the PROMOTER forwarded the “Draft Schedules” to the PURCHASER [Ref: email dated 10-07-2018]
- j) Therefore, only after receipt of the “Draft Schedules” i.e. after 10-07-2018, it became possible for the PURCHASER to start cross-checking of the “Draft Sale Deeds”.
- k) Juxtaposing the “Draft Schedules” with “Draft Sale Deeds” together with the “West Bengal Government Mouza Maps” and the corresponding “Mother Deeds”, the PURCHASER noticed a large number of conflicting anomalies/ mismatch/ errors/ inconsistencies etc. particularly in terms of positional existence of the plots. Accordingly the PURCHASER notified the PROMOTER with request for rectification.
- l) These errors/ anomalies are so critical that, if registered with those then the property shall be “not genuine” property. It shall then definitely become an utterly “intangible” entity. The matter of such errors/ discrepancies/ mismatch etc. were illustratively explained and notified to the PROMOTER by the PURCHASER through the following communications: —
- (i) Letter No 34 dated 29-07-2018.
 - (ii) Email dated 02-08-2018.
 - (iii) Letter No SNP dated 13-08-2018.
 - (iv) Letter No SNP dated 19-09-2018.
 - (v) Letter No SNP dated 13-11-2018.
 - (vi) Letter No 199 dated 09-02-2019.
 - (vii) Letter No 200 dated 28-02-2019.
 - (viii) Letter No 204 dated 19-03-2019.
- m) Such anomalies/ mismatch/ errors/ inconsistencies within the aforementioned letters are hereinafter referred to as “**MATTERS OF DISPUTE**” for brevity. The PROMOTER had been pressurizing the PURCHASER in a way to execute and register Deed of Conveyance by keeping the disputes and anomalies unchanged.
- n) The PROMOTER generically neglected the aforementioned “**MATTERS OF DISPUTE**” duly and repeatedly notified to them by the PURCHASER. The PROMOTER never bothered to give any “specific” and/or “to-the-point” clarification to the aforementioned points of “**MATTERS OF DISPUTE**”. They also did not express any intention or willingness to rectify/ clarify those. Even when the PURCHASER called them for a meeting they avoided to attend the same just for some frail pretext.

Arindam Mitra,
21/05/2019

Arindam Mitra,
21/05/2019

- o) The PROMOTER utterly taunted the PURCHASER several times by naming those "**MATTERS OF DISPUTE**" as "Confusions", "Irrelevant and illogical", "False allegations" etc. The PURCHASER has taken those insulting comments with contempt it deserves.
- p) Recently the PROMOTER unilaterally cancelled the four "Sale Agreements" and also forfeited Rs. 44,09,200/- without giving any prior notice, for no damage to them and even though such intimidating actions are beyond the provisions of the said "Sale Agreements" that too just by giving an unacceptable pretext that "the PURCHASER not having any intention to complete registration". The PURCHASER has taken such intimidating actions with contempt it deserves.
- q) When the PURCHASER pointed out a large number of errors in the "Draft Sale Deeds" and "Draft Schedules" and notified the PROMOTER accordingly, Mr. D. J. Bagchi, representative of the PROMOTER through his email dated 03-08-2018 gave another taunting comment that, "the PURCHASER has adopted a never ending process". The PURCHASER has taken such insulting comment with contempt it deserves.
- r) The documents slated on record, explicitly depicts that the delay in registration is exclusively attributable to the PROMOTER and during the process they have made the PURCHASER entitled for appropriate compensation as logically admissible under the aegis of the Law of the Land. These records shall establish that, the PURCHASER right from the beginning was and still is keen to get the plots registered as quickly as possible. But unless and until the "**WRONG SALE DEEDS**" are corrected by the PROMOTER the registration cannot be agreed with.

Arindam Mitra
21/05/2019

In view of the foregoing, the PURCHASER requests before the PROMOTER the following: —

- 1) Please withdraw the wrongful actions i.e. (a) cancellation of agreements and (b) forfeiture of the amount of Rs. 44,09,200/- and intimate the purchaser accordingly within 21 days from the date of receipt of this letter, failing which the purchaser shall have no other option but to resort to the appropriate legal forum and/or any other statutory forum/authorities for his subsistence.
- 2) Please arrange for a meeting between the PROMOTER and the PURCHASER at a neutral venue at a convenient time and place acceptable to both the parties informed well in advance wherein the "**MATTERS OF DISPUTE**" of the plots to be discussed and amicably settled. This meeting should be conducted within 30 days from the date of receipt of this letter, failing which the purchaser shall have no other option but to resort to the appropriate legal and/or any other statutory forum/authorities for his subsistence.

Yours faithfully,

Arindam Mitra
21/05/2019
(Arindam Mitra)
PURCHASER

