

Ref: JP/RE/KCE/Purchase of Plot No 220-221-232-233/2019/218

Date: 03.09.2019

By Speed Post with A/D.

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: - Request for a meeting, REMINDER.

Regarding: — Agreements for sale, all dated 19.01.2014, executed between the PROMOTER and the PURCHASER for buying 16 cottahs of land pertaining to plot Nos. 220, 221, 232, and 233 in proposed Kalyani City Enclave.

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,

In continuation with the previous letter No JP/RE/KCE/Purchase of Plot No 220-221-232-233/2019/218 dated 02.08.2019, the PURCHASER once again requests before the PROMOTER the following: -

1. The PURCHASER had approached the PROMOTER in good faith to buy some land and have spent all his life savings in it.
2. The PROMOTER proposed to sell the PURCHASER 16 cottahs of property in the proposed Kalyani City Enclave Township, to be developed by the PROMOTER. Accordingly, PURCHASER made booking for four contiguous plots, being plot Nos. 220, 221, 232, and 233 all admeasuring 4 cottahs each, aggregating to 16 cottahs.
3. This was followed up by four agreements for sale, all dated 19.01.2014 for the said four contiguous plots. PURCHASER has made an upfront payment of Rs. 13,22,760/-
4. The PURCHASER has made remaining payment of Rs. 30,86,440/- in 36 equal instalments

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5. The PROMOTER was obligated to execute and register deed of conveyance for the said land which they have failed.
6. The PROMOTER provided four "Draft Sale Deeds" on 12-06-2018 to the PURCHASER and requested for immediate registration.
7. The PROMOTER subsequently provided details of the plots to be registered which shows inconsistencies and anomalies particularly, the plots which were to be sold had not been properly demarcated, the distance of the plots from the main gate, the proper location and schedule of the plots etc. was not certain with regard to their positional statements in the "Draft Sale Deeds".
8. Even though the PURCHASER tried to resolve the matter and has admittedly issued several communications through letters, e-mails and notices requesting the PROMOTER to take cognizance of the anomalies and take corrective measures thereof, the PROMOTER neglected to take any steps whatsoever or rather choose to neglect these patent errors.
9. The PROMOTER has not started any promised development works in the proposed Kalyani City Enclave Township, even the basic infrastructures has not been developed by the PROMOTER. The PROMOTER is sitting idle with the PURCHASER's hard earned money.
10. The PURCHASER felt that the PROMOTER has been pressurizing the PURCHASER in a way to execute and register a deed of conveyance with the existing disputes and anomalies.
11. The PROMOTER generically neglected the aforementioned "INCONSISTENCIES" duly and repeatedly notified to them by the PURCHASER. They never bothered to give any "specific" and/or "to-the-point" clarification to the aforementioned points of "INCONSISTENCIES". They also did not express any intention to rectify those. Even when the PURCHASER called them for a meeting they avoided to attend the same just for some frail pretext.
12. The PROMOTER unilaterally cancelled the four "Sale Agreements" and forfeited Rs. 44,09,200/- without giving any notice, without any damage to them as well as beyond the provisions of the said "Sale Agreements" that too just by giving an unacceptable pretext of "the PURCHASER not having any intention to complete registration". The PURCHASER has taken such intimidating actions with contempt it deserves.

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13. Hence, requested please withdraw the wrongful actions i.e.

(a) cancellation of agreements and

(b) forfeiture of the amount of Rs. 44,09,200/- and

14. Hence the PROMOTER may please become agreeable for a meeting between the PROMOTER and the PURCHASER

(a) The PROMOTER may please arrange a meeting at a neutral venue at a convenient time and place acceptable to both the parties

(b) In the MEETING so agreed by the PROMOTER the "POSITIONAL INCONSISTENCIES" of the plots as found in the draft documents will be discussed and amicably settled,

(c) The PROMOTER may kindly conduct this meeting within 7 days from the date of receipt of this letter, failing which the purchaser will have no other option but to resort to the appropriate legal and/or any other statutory forum/authorities for his subsistence without any further notice.

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Please understand that the PURCHASER is an old citizen of India and has spent all his life savings in the property. After forfeiture by the PROMOTER, the PURCHASER has lost all his life savings. Presently, PURCHASER living in terrible financial distress. Please have mercy and sit for meeting to resolve all dispute.

Yours faithfully,

Arindam Mitra.
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(Arindam Mitra)
PURCHASER

