



SANDIP AGARWAL & CO. ADVOCATES

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By Speed Post with A/D

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10th October, 2018

To
Mr. Abhijit Sarkar,
Advocate,
7, Old Post Office Street,
Room No.8, (Ground Floor),
Kolkata-700 001.

Our client: Prithvi Devcons Pvt. Ltd.

Your clients: 1. Pioneer Marbles and Interiors Private Limited, having its registered office at Rawdon Enclave, 10A, Rawdon Street, Police Station-Shakespeare Sarani, Kolkata-700 017.

2. Sai Highrise Pvt. Ltd., having its registered office at Premlata Building, 3rd Floor, 39, Shakespeare Sarani, P. S. Shakespeare Sarani, Kolkata-700 017.

Re: Your letter dated 1st October, 2018.

Sir,

Your above letter under reference has been made over to us by our client abovenamed with instructions to reply thereto as follows:

1. At the outset our client states that the allegations in your letter under reference that have been hurled at our client are false, malicious, defamatory and harassing and hence are denied by our client.
2. On or about 21st January, 2011 an agreement was entered into by and between our client on the one hand and your clients on the other whereupon our client agreed to sell and your client agreed to purchase office spaces measuring 10946 sq. ft. on the ground floor and 1st floor of the building along with three open car parking spaces in the building named as "Prithvi Plaza" at 92F, Barrackpur Trunk Road, Panihati.



3. As will appear from the said agreement the same, inter alia, provided that our client would complete the said space as a commercial show room within one month from the date of the said agreement dated 21st January, 2011 subject to force majeure. As your clients are aware, our client had completed the said space within one month and requested your clients to take possession of the same. However, your clients failed and neglected to take possession and instead demanded refund of the monies in the last week of February, 2011.
4. In any event our client states that save what are matters of record and what will specifically appear therefrom our client categorically denies each and every allegation contained in your letter under reference. It is denied that our client ever had breached the contract as alleged or at all. It is also denied that your clients suffered any loss or that our client ever cheated your client or there was any criminal breach of trust on the part of our client or that our client ever made any false assurances. All such allegations against our client are defamatory, harassing and vexatious and our client reserve its right to initiate appropriate legal proceeding against your clients for such statement.
5. Your clients' representative may be advised to meet our client so that the issues can be settled.

In spite of what has been written hereinabove if your clients choose to bring any action against our client they may do so at their own costs and risks.

This is without prejudice to our client's other rights and contentions.

Thanking you,

Yours faithfully,

For SANDIP AGARWAL & CO.

Manoj Sharma

Advocate

Cc to: Client