

BY COURIER & REGISTERED MAIL

24 August 2009

The Zonal Chief Habib Bank Limited
Zonal Office
Hyderabad

Suit Nos: 1) 5323 of 2008, 2) 5324 of 2008 & 3) 5325 of 2008, Habib Bank Limited, Branch at Thatta

Dear Sir

With reference to the above cases, {In the Court of Banking Judge No II, Hyderabad, Suit Nos: 1) 5323 of 2008, 2) 5324 of 2008 & 3) 5325 of 2008, Habib Bank Limited, Branch at Thatta (Plaintiff) Versus Abid Hussain S/o Abdullah B/C Jatoi (Defendant), Muslim, Adult, R/o Goth Beto Jatoi, Taluka Mehar District Dadu AND Others}, where the other (Actual) Guarantors in the Agriculture Loan case namely Mr. Burzin Pajnigara and Mr. Bashir Lehri have been completely disregarded by both Habib Bank Lawyers and the Honourable Judge of the Banking Court II, Hyderabad and were not called to testify in the court proceedings. It is indeed strange that both guarantors had signed the loan documents were never called and the Honourable Judge of the Banking Court passed judgment without hearing these two.

We would like to submit details of the present address and businesses of Mr. Burzin Pajnigara (also known as Burzeen and Barzeen Pajnigara) in Canada. Mr. Bashir Lehri resides in Hyderabad and his whereabouts can easily be traced if your bank wishes to pursue this matter seriously and bring the actual culprits to justice.

Formerly known as Burzin Pajnigara, Barzeen (his latest alias) is a Parsi Pakistani National, holding Government of Pakistan, National Identity Card/Overseas Pakistanis # 423018740114-3, under the second name of BURZEEN PAJNIGARA, presently residing in Cooksville area, Ontario, Canada and a member of the Mississauga Parsi -Ontario Community Foundation. He graduated from Bai Virbaiji Soparivala Parsi High School in 1975, where his name is listed as Burzin.

The latest name and address are other details are:

BARZEEN PAJNIGARA

S M Trading House Inc

1118 Fleet St Mississauga, Ontario L5H 3P7 Canada

Phone 1: (905) 274-7002

Phone 2: (905) 274-7003

Phone 3: (905) 890-7003

Cell:(416)887-0403

Barzeen Pajnigara (aka Burzin and Burzeen) is running a thriving Insulation, Air conditioning contractor, cooling, heating and ventilating business under the name of S. M. Trading House in Ontario Canada. He is also a distributor of Insulation Material for a Multinational Group in UAE and regularly imports thousands of Dollars worth of Rubber Products and Insulation Materials from them. As such he provides both products and services and is running a thriving business.

Barzeen Pajnigara, son of Minoo and late Silloo Pajnigara (Karachi), married Parivash Kadkhodai, daughter of Jamshed and Mehroo Kadkhodai (Mumbai, India) Mississauga, ONT on October 29, 2006. Mrs. Parivash Pajnigara is a practicing doctor in Canada and a partner in S M Trading House Inc., where she also does business and regularly holds exhibitions of Hand painted t-shirts, bed sheets, table cloth and towels.

As such, Barzeen Pajnigara, being the main Guarantor in the above Agricultural Loan and also being a partner in the same land with a holding of about 200 acres and more than capable of paying off the entire loan, should be brought to task in the name of Justice. It is time that Habib Bank changes its present immoral and unethical course of victimizing Mr. Khalid Memon and going after the real culprits. This would be the righteous thing to do.

This information is not relevant to the case but it shows the low moral values of Barzeen (Burzin) Pajnigara. He has still not paid for goods imported by him on credit from a friend and benefactor's company in the UAE. If Barzeen can steal from a long time friend, supporter and benefactor, what is he capable of, if you are not his friend?

You can also check all details on my client's website <http://www.healthpk.com>, where documents, emails, letters and audio recordings prove beyond any doubt of my client's innocence and also proves that Dhani Bux Jatoi and his family were the

actual beneficiaries of the entire Agricultural Loan. Dhani Bux Jatoi is presently residing at House No. A-14, Park View, Phase I, Qasimabad, Hyderabad and has been a partner by default since the sad demise of his father in 1997 and in full control of the mortgaged land / fish farm since 2002. This is common knowledge and can be confirmed from numerous sources. As such, notices should have been issued to Dhani Bux Jatoi.

It is not our job to track down or provide details about the real perpetrators, but as your staff is sat down twiddling their thumbs and lack basic common sense, we had to step in. Now that you have all the details and with the vast resources at hand including your representatives in Canada and the option of writing to the Canadian Government, your inaction now in this matter would prove beyond any doubt your intentions to carry on victimizing the innocent and doing great injustice and worst of all, further ruining the reputation of your bank.

Anyway, due to lack of faith in your ability and keeping in mind your vested interests, we have already started our own proceedings against Mr. Barzeen Pajnigara by informing the Canadian Authorities and by hiring a lawyer through "Legal Aid Ontario". Naturally costs would be incurred in such matters which would be claimed from your bank when the matter for defamation and damages goes to High Court.

We would also like to draw your attention to a very important matter stated below, details and pdf copies of which can be seen on my client's website <http://www.healthpk.com>:

- My client sent a notice to Dhani Bux Jatoi and Burzin aka Burzeen/ Barzeen Pajnigara via Registered Post & Courier on 6 March 2007 regarding the cancellation of the informal agreement due to repeated payment defaults for sale of 170-34 Acres (Machol Lake), the same land that was to be auctioned by Habib Bank Limited.
- When my client received the acknowledgement due receipt from Dhani Bux Jatoi for the above notice but NO REPLIES, he hired an advocate Mr. Abdul Qayyum Abbasi from Karachi who sent legal 7 day notices to both Dhani Bux Jatoi and Barzeen (Burzin) Pajnigara on 10 Sep. 2009 claiming immediate payment and damages against the purchase of Khalid Memon's Share of the land.
- Once again, no replies were received nor any objections raised by Dhani Bux Jatoi and or Barzeen (Burzin) Pajnigara.
- In continuation to the Legal Notices by Registered Post & Courier to Burzin Pajnigara and Dhani Bux Jatoi by Abdul Qayyum Abbasi, legal counsel for Khalid Memon dated 10 Sep 2007, to which no replies were received, my client's previous advocate issued a Public Notice Letter to Daily Kawish for publication.

- A Public Notice was published in Daily Kawish 23 Sep 2007.
- This notice was with regards to ownership of the land, cancellation of the informal sale agreement and if anyone had any objections or claim to the land, they should reply within 7 days and the advocates address.
- Dhani Bux Jatoi and Burzin Pajnigara have failed to reply to these notices to date and no objection of any kind whatsoever have been received to date from any person (s). This is the same land that Habib Bank wants to auction.

My client's case is an open book. He has proved to everyone beyond any doubt that he is the sole, absolute, exclusive, rightful and lawful owner through Registered Irrevocable General Power of Attorney Serial Nos. 88 & 89 dated 29-01-1995 (Sub-Registrar Sujawal) in the Agricultural Land total admeasuring 165-26 Acres, and also owner of Agricultural Land admeasuring 5-08 Acres, totaling 170-34 (One hundred seventy acres 34 ghuntas) consisting upon: (a) Survey Nos. 532 to 538 and 540 Share Full total area 19-15 acres, Survey Nos. 388 to 441 & 483 Share 0-25 area 69-29 acres, totaling 89-04 acres, (b) Survey Nos. 244, 262, 261, 272, 273, 635, 270, 274, 390, 387, 388, 389, 257, 256, 255, 260, 263, 264, 267 and 268 Share Full total area 76-22 Acres and (c) Survey Nos. 277 and 275 Share Full total area 5-08 Acres, situated in (a) Deh & Tapo Gulbaher, Taluka Sujawal, Sub-District Mirpur Bathoro, (b&c) Deh Layaro, Tapo Walhar, Taluka Sujawal, District Thatta, Sindh.

This is the same land that Dhani Bux Jatoi and Barzeen (Burzin) Pajnigara agreed to purchase from my client on 10 January 2007, paid part payment and then defaulted and the deal was cancelled. Mr. Abu Baker Shaikhani, a reputable businessman of UAE was a witness to the whole proceedings and even signed the informal agreement as a witness. This is also the same land that you, Habib Bank Limited, wanted to auction by forging loan documents showing my client as a Guarantor and showing Jatoi's as the owners, whereas the true and proven facts are completely reverse. My client is not a Guarantor but he is the legal owner of the above mentioned land.

Yours Sincerely
 Muhammad Ishaq Qureshi
 Advocate

Copy to The Press Officer Agha Khan Foundation for Economic Development (AKFED)

Copy to Special Complaint Cell, Supreme Court of Pakistan
 Copy to Mr. Sultan Ali Allana, Chairman, Habib Bank Limited
 Copy to Reporting Economic Crime Online (RECOL), Canada
 Copy to our Lawyer in Mississauga, ON, Canada