

BY REGISTERED A.D. POST AND COURIER

28 March 2008

Barzeen M. Pajnigara & Dhani Bux Jatoi
House No. A- 14, Park View
Phase I, Qasimabad
Hyderabad

Dear Mr. Dhani Bux

MACHOL FARM

Further to all previous correspondence, emails, phone calls, messages, meetings, and my fullest possible cooperation with you, the matter of Machol Lake has not been resolved. This is due entirely to your total lack of response, your high-handed attitude and your backing out of commitments. In short, your total non-cooperation to resolve this matter amicably. I have yet to receive a single reply or contact from you two in response to letters and notices sent by me and my Advocate, Mr. Abdul Qayyum Abbasi.

I handed over charge of Machol Fish Farm to you in March 2002. Prior to that, I had cleared off all matters pertaining to the running of the farm, bills, abiyana, staff salaries and accounts. Please refer to the following:

- 06 March 2007 – Notice sent to Dhani Bux Jatoi & Burzeen Pajnigara via OCS and Registered AD by Khalid Memon (1)
- 27 March 2007 – Notice reply thereof sent by your Advocate Z.K. Jatoi & Ass. On behalf of Barzeen Pajnigara and Dhani Bux (1)
- 29 March 2007 – My personal reply via OCS to your advocate fully explaining the case and my side of the story in detail. Khalid Memon (2)
- 11 April 2007 - Letter by fax and original by OCS to Z.K. Jatoi & Associates. Additional details about the case. Khalid Memon (3)
- 28 May 2007 - Letter via fax and original by OCS to Z.K. Jatoi & Associates. Reminder. Sent by Khalid Memon (4)
- 12 June 2007 - Letter by OCS to Z.K. Jatoi & Associates, copy to Dhani Bux Jatoi. Sent by Khalid Memon (5)
- 10 Sep. 2007 - Notice to Dhani Bux Jatoi and Barzeen Pajnigara via Registered post and courier. Legal notice sent by my advocate Mr. Abdul Qayyum Abbasi. Letter no (6).

Since March 2002 to date, which is almost 6 years, you have not submitted accounts of Machol Farms nor have sent me my 33.33% share of the profits. During this period, you also asked our fish broker, Ismail Khatri of Thatta to run the farm for 18 months, promising to pay him 25% of the net profits and that all fish harvested would be sold through his brokerage in Thatta. When this crop became ready, you sent the harvest to Hyderabad Market despite the fact that you had promised to sell it to Ismail Khatri and also it was common sense to sell the harvest in Thatta as the rates were comparatively higher there and the cost of transportation much lower. You not only knowingly caused loss to all partners but also reneged on your deal with Ismail Khatri. But worst of all, you did not even return Ismail Khatri's investment. You and Barzeen kept all the sales proceeds to yourselves. Despite several calls and contacts, you kept stalling and eventually robbed me of my rightful share of profits for 6 years. You have also not paid back a single rupee into your Habib Bank Loan Account since the time you have taken over Machol Lake. Habib Bank has already taken this loan into Banking Court and notices have been issued to the 'Guarantors', namely Mr. Bashir Lahri and Barzeen M. Pajnigara, both called 'Uncle' by you and both friends of your family. Is this how you behave with your Uncles???

In October – December 2006, you harvested over Rs.3.5 million of fish after harvesting expenses. Despite several reminders, phone calls and contacts, you did not submit any accounts and only sent me Rs. 100,000 in December 2006 through your Hyderabad broker, Mr. Sudheer Mallah. Despite several phone calls and messages, you did not give me my full share. This amount was later accepted as token money which has been forfeited due to default.

During these six years, whenever I talked to Barzeen, he would also agree with me that shares should be distributed equally and then would cry about his own share. In the end Barzeen came out with the facts that he and you have no 'Hisaab Kitaab' between yourselves and that he has been adjusting the books accordingly. This means that you and Barzeen have kept all the profits for the last six years. This again was Barzeen's plan to get back at me.

As mentioned clearly in my letters to Z.K. Jatoi and yourselves, the troublemaker is and has always been Barzeen Pajnigara. He has always played double policy and has created doubts and rifts between us. Your fault is that you listened to him and thought he was correct without consulting me. He has tried several times to deviously put doubts in my mind which I have completely ignored. Everything has been made absolutely clear in my letters. I have enclosed copies of all letters which clearly show the malicious intentions of Barzeen who has always misrepresented and twisted facts and has always misguided you.

Your fault is that you are happy to be with 'Chamchas' and take delight in listening to conspiracies theories and baseless accusations. Also you think you are 'Owner / Malik' of Machol. The only true Malik is Allah Almighty and let me warn you that people like you with huge egos often fall with a big bang. Do not take my respect for everyone as my weakness.

In all, we have sent 7 letters to you from 6th March 2007 to 10 September 2007. Your only letter sent on 27th March 2007 sent on your behalf by your advocate Z.K. Jatoi & Associates was obscene and full of deceit. Considering that I and my advocate sent you six letters challenging your claims and standing tall on our position proves beyond any reasonable doubt as to who is righteous and who is deceitful.

You have also not sorted out the matter about the Habib Bank Loan, which is now in default and as mentioned and confirmed by all, is your sole responsibility.

As such, it is my legal and moral right as an equal 1/3 (holding 170 acres of land), profit sharing partner in 'Machol Fish Farm', aka Machol Dundh, Deh Walhar & Gulbahar, Sakhi Badshah Stop, Opp. Larr Sugar Mill, Jati Road, Sujawal to take full charge of this fish farm for the same period of time, i.e. SIX YEARS from 2008 -2014. All profits from fish harvest will be my profits, not to be shared with any partner (s) to recompense for the profits taken illegally and forcibly by you and Barzeen for the last 6 years.

Further and in reference to the verbal / informal / written & signed agreement on 8th January 2007, between Mr. Khalid Ahmed Memon (Vendor) and Burzin M. Pajnigara (aka Barzeen M. Pajnigara) and Mr. Dhani Bux Jatoi (both Vendees), and Mr. Abu Bakar Shaikhani (Witness) for sale of 170-34 acres agricultural land situated in Deh and Tapo Gulbahar, Taluka Sujawal, Sub-District Mirpur Bhatoro and Deh Layaro, Tapo Walhar, Taluka Sujawal, District Thatta, Sindh, for total sum consideration of Rs. 29,90,000/-, several notices were posted to you and Mr. Burzin / Barzeen M. Pajnigara for CANCELLATION of the ABOVE AGREEMENT. This notice of cancellation was also published in Kawish Daily Newspaper on 22nd September 2007. You have not replied nor contacted in this matter and one side of the agreement thus stands cancelled. The other side to this agreement which is still valid is that I have the exact option to purchase your share (s) of Machol Lake under the same terms and conditions as you had the option to purchase my share. Considering that you (Dhani Bux Jatoi) said in very clear terms that you will not relinquish the possession of Machol at any costs and as I wanted the matter to be resolved, both of you were given the first choice with reservations and under pressure. Due to your continued defaults, one side of the agreement, that is, sale of my share to you two has been cancelled.

As such, I hereby notify you in writing to contact me immediately so that we can finalize the sale of your land to me under the same terms and conditions as per agreement. The sale consideration would be Rs. 29,90,000/- each, payable by me to both Dhani Bux Jatoi & Barzeen M. Pajnigara separately in 6 equal quarterly installments, the 6th installment being Rs. 4,90,000/- each. All payments would be made by me to you through crossed post dated cheques. Your first installment of Rs. 500,000 each is ready with me payable by post dated crossed cheques dated 10th July 2008 according to agreement. The balance will be paid in 5 equal quarterly installments with 30 day grace period.

I look forward to our immediate contact so that this matter may be resolved at an earliest. The six year matter stated above will also be resolved when we meet.

Yours sincerely

Khalid A. Memon

Copy to: Barzeen M. Pajnigara, House no. 36, General Richardson Road, Parsi Colony, Karachi

Copy to: Mr. Abdul Qayyum Abbasi, Advocate High Court, Karachi