

Dt. 21/06/16

Ref No 165/MDEV/21-6-16

To,

Charubai Harishchandra Dhumal

At – Maankiwali, Badlapur,

Tk – Ambernath, Dist Thane

Madam,

Under instruction of my client Mr Sandesh Sable, Proprietor of Shrutika Constructions having its office at SaiSagar Complex, B/7, Near HDFC Bank, Palm Beach Road, Sector – 13, Sanpada, Navi Mumbai, I do hereby state to you as under.

1. That vide agreement for development Dt 12/12/2011 registered before the Sub Registrar of Assurances at Sr 1674/2011 my client has been vested with the right to carry the development in respect of the plot of land admeasuring 40 gunthas on the terms

and conditions as more specifically stipulated therein by consuming the development potential of the plot.

2. That subsequently the parties to the development agreement decided to alter the benefits of the development potential of the plot and hence a Rectification Deed Dt 22/02/2012 registered before the Sub Registrar of Assurances at serial no 1925/2012 was entered into between the parties.
3. That pursuant to para 5 of the Development Agreement read in consonance with the rectification deed the benefits of the developed potential agreed to be given to you shall be handed over to you after the grant of the Occupation Certificate of the building constructed by my client.
4. That after my client started the construction of the plot under reference in the development agreement you approached my client and requested him to handover the flats and shops in the buildings as soon as the construction work was started and the same was handed over to by my client as and when you had

demanded the same. Pursuant to your demands an area of _____ sq ft out of the constructed area has already been given by my client to you after using the plot potential.

5. That you had further demanded to handover the entire constructed area to be handed over to you while the construction work is in progress in response to which my client submitted that the balance area of _____ sq ft shall be given to you on obtaining the Occupation Certificate of the buildings under construction.
6. That you had been persistent and aggressive in your demands of getting your entire share of developed area as set out in the Deed of Rectification before the completion of the project on the plot agreed to be developed as per the Developed Agreement to which my client submitted that already a major portion of the developed potential falling under your area has been handed over to you and remaining shall be done after the Occupation Certificate in respect of the same is granted by the concerned authority.

7. That after your illegal demands were being turned down and my client refused to bow to your threatening and pressurizing you have been causing hindrance in carrying out the development of the plot in one manner or the other jeopardizing my clients interest and causing unnecessary delay .
8. That there have been number of instances where yourselves or through henchmen have been causing obstruction for carrying out the smooth development. There have been instances where yourselves or your agents and representatives have been restraining my clients employees and agents from carrying out the smooth development , at times trying to block the entrance of my clients agents and representatives entering upon the plot for carrying out the development work.
9. It is submitted that yourselves and your agents and representatives have been threatening the labours and engineers to stop carrying out the construction work and vacate the plot which is unwarranted.

10. My client therefore calls upon you to refrain yourself from doing any such act and deed which is prejudicial to the interests of my client. Your utmost co operation is warranted so as to enable my client to effect smooth development of the construction activity on the plot which shall be better interest of both the parties.

Devendra Singh

Advocate