Satyam R. Dube
B.sc, PGDJ, ADR, LL.B
ADVOCATE HIGH COURT

Address:
201, Shree Hari Enclave Chs Ltd, Nahur Village
Mulund (w), Mumbai-4000080
E-mail. advocatesv@gmail.com
(m) 9869225604/9773723272

Reg. D&A/ 35 /2023 Reg.A.D Dated: 03/02/2023

To,

1. **Mr. Mohamed Ibrahim Shahul Hameed Rawotar**
2. **Mrs. Zainab Begum M Rawotar**

Room No.21, Chawl No.5, Shoorji Vallabdas Chawl,
Near V.T. Bakery, Hariyali Village, Tagore Nagar,
Vikhroli East, Mumbai-400083
Email id:- m.ibrahims@saamsung.com

Sir/ Madam,

Under instruction and on behalf of my client **M/s. Shraddha Land Mark Pvt. Ltd.**, having address at-Manisha Heights Commercial, Ground & first Floor, Behind Manisha Heights, Vaishali Nagar, Opp. Pipe Line, Mulund (West), Mumbai-400080 I have to address you as under:

1. My client states that my client is in the business of construction and redevelopment since several years and having good image and reputation in the field of construction. My client has developed the buildings upon land bearing CTS No. 352(pt),352/18 to 25 Village-Haryali, Tal- Kurla, Mumbai Suburban District. The building known as "**Shraddha Pinnacle**".

2. My client states that in the year 2019 you approached my client to purchase one BHK flat , in my client's above project/ building. After discussion and inspection of the all particulars agreed to purchase **Flat** No. 706, 7th floor, Shraddha Pinnacle, building No. 14 known as Tagore Nagar Gitanjali Chs. Ltd., Tagore

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Nagar, Vikhroli (East), Mumbai-400083, [herein after called as **"the Said Flat"**/ from my client for full and final consideration amount sum of Rs.56,46,500/-. My client states that you have paid sum of Rs.5,64,650/- as an advance/ earnest payment to my client in respect of the said flat. My client states that pursuant to the said advance/ earnest payment my client and you entered into agreement for sale dated 25/02/2020 bearing registered document No.KRL-4/2663-2020 dated 25/02/2020 in respect of the said flat.

3. My client states that after payment of the above-mentioned earnest money you are bound/ liable / accountable to pay the balance amount as per the clause of the agreement. However, you have deliberately, intentionally and wilfully failed to make the payment as per the clause of the agreement. My client sends several reminders via emails dated 05/08/2020, 03/09/2020 and 22/10/2020 to you and requested to make the balance payment, but you have failed to make the payment in respect of the said flat.

4. My client states that after several reminders, calls emails and whats app messages, and personal request, my client compelled to issue a legal notice dated 02/11/2021 through it advocate Mr. C.M. Gandhi and thereby terminated/ cancelled/revoked agreement for sale dated 25/02/2020 bearing registered document No.KRL-4/2663-2020 dated 25/02/2020. My client states that despite of receipts of termination/ cancelation notice you neither approached nor paid balance consideration amount in respect of the said flat to my client.

5. My client states that as per the agreement, my client deducted the charges from the earnest amount paid by you at the time of registration of agreement for sale and hereby returning the balance amount sum of Rs.4,51,720/- to you. The copy of cheque attached with this notice.

6. My client is requesting you to approach my client office, handover original agreement for sale, comply other formalities and collect the original cheque of Rs.4,51,720/- from my client office. My client states that as per clause no. 8 of

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the registered agreement for sale my client is willing and ready to return the above amount, therefore my client has kept ready above cheque no.007323, dated 01/02/2023, of Rs.4,51,720/-, Drawn on **Au Small Finance Bank** in advance and for your information and knowledge sending copy of the said cheque.

7. My client never breached any clause of the agreement, but you have breached clauses of Agreement for sale since inception. My client states that because of your above wilful and intentional act my client suffered huge loss and damages. As per clause of agreement for sale my client has now all right, title and authority to cancelled said flat and sale to the prospective Buyer.

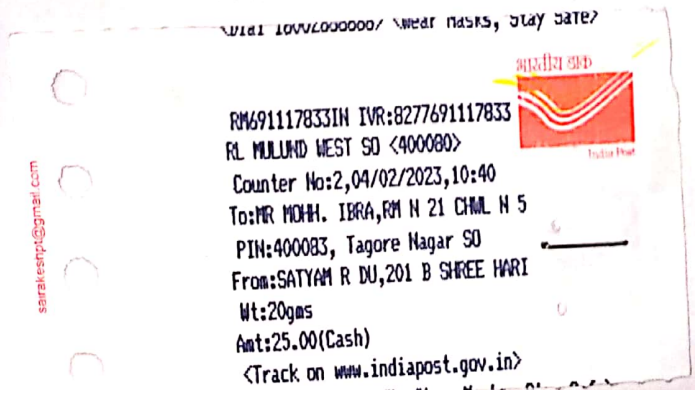
8. Under the above-mentioned facts and circumstances my client has instructed me call upon you which I do hereby call you to approach my client office, at above mentioned address, return original agreement for sale, comply all the formalities and collect the above-mentioned original cheque within the period of 7 days from receipts of this Notice failing which you shall liable for the consequences as per law which please take note of the same.

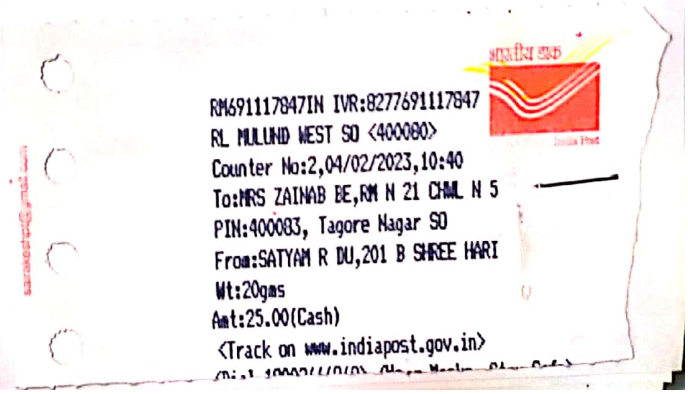
Thanking You

Yours Truly

SATYAM R. DUBEY
ADVOCATE HIGH COURT

Enclosed:- Copy of cheque no.007323, dated 01/02/2023, of Rs.4,51,720/-, Drawn on **Au Small Finance Bank**


RM691117833IN IVR:82776911178333
RL MULUND WEST SO <400080>
Counter No:2,04/02/2023,10:40
To:MR MOHH. IBRA,RM N 21 CHWL N 5
PIN:400083, Tagore Nagar SO
From:SATYAM R DU,201 B SHREE HARI
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>


RM691117847IN IVR:82776911178477
RL MULUND WEST SO <400080>
Counter No:2,04/02/2023,10:40
To:MRS ZAINAB BE,RM N 21 CHWL N 5
PIN:400083, Tagore Nagar SO
From:SATYAM R DU,201 B SHREE HARI
Wt:20gms
Amt:25.00(Cash)
<Track on www.indiapost.gov.in>

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