

SURENDRA PRASAD
(Advocate)
Res 29, Navneet Nagar Amravati Road
Wadi Nagpur 440 023
M 9527757057 9326004373

RPAD

Joel Ganga Infrastructure & Real Estate Private Limited
through its Managing Director
Shri Atul Jain present Joel
Ganga Registered office at
Sai Nakul Commercial Complex
5, Bund Garden Road,
Pune - 411001.

SURENDRA PRASAD
ADVOCATE

BY REGISTERED POST A.D.

To,

Dated: 21.02.2023

1. GOEL GANGA INFRASTRUCTURE &
   REAL ESTATE PRIVATE LIMITED
   A company registered under Companies Act 1956

2. GOEL GANGA INFRASTRUCTURE &
   REAL ESTATE PRIVATE LIMITED
   Through its Managing Director
   Shri Atul Jaiprakash Goel

3. GOEL GANGA INFRASTRUCTURE &
   REAL ESTATE PRIVATE LIMITED
   Through its Managing Director
   Shri Jaiprakash Sitaram Goel

4. GOEL GANGA INFRASTRUCTURE &
   REAL ESTATE PRIVATE LIMITED
   Through its Managing Director
   Shri Amit Jaiprakash Goel
   All Having its registered Office at
   San-Mahu Commercial Complex,
   5, Bund Garden Road, Pune-411001

5. Miss.Purnima Vishwanathrao Buty
6. Shri Aniruddha Alias Dilip Mukundrao Buty
7. Shri Pushkar Vishwanathrao Buty
8. Shri Girish Ramchandra Buty
9. Shri Yogeshwar Ramchandra Buty
10. Smt Madhuribai Ramchandra Buty
    All R/o Laxmi Vilas Palace,
    Jail Road, Rahate Colony,
    Nagpur-440020

Sir/Madam,

Under the instruction and authority from my client Mrs Sakina Mazhar Husain W/o Husain Fidvi R/o Plot No.303, Tasneem Villa Kawala

Plot No. 29, Navneet Nagar, Amravati Road, Wadi, Nagpur – 440023
Mobile. 9527757057, **Email ID:** adv.surendraprasad@gmail.com

Preth Shanti Nagar, Near Ram Sumer Baba ashram, Nagpur – 404002, I serve you with the following legal notice for its strict compliance as under:

1. My client is a law-abiding citizen and is residing at the above mentioned with her family since several years and was looking for a commercial space to start her business for her survival. My client learned about you noticees upcoming project at Nagpur and approached you noticees office at Nagpur.

2. **AND THAT WHEREAS**, you noticee no. 1 officer bearer informed about the project being compromising of various shops, units, PVR Cinemas etc. It was also informed that notice no.1 is a private limited company registered under the companies act 1956 of which you notice no.2 to 4 are its Managing Directors who are responsible for day-to-day affair of the Noticee No.1 company. You noticee no.5 to 10 are the owners cum promoters and joined Noticee no.1 company and jointly floated the scheme for construction & development of the project on All the piece & parcel of land admeasuring 23100 sq.mtrs known as **GLOCAL SQUARE THIRD FLOOR WINGS A, B, C AND D in BUTY MAHAL** bearing **Kh.No.320 & 315 (Part)**, City Survey No.3116 to 3128 lying in Ward No.3, **Mouza – Sitabuldi** within the limit of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tah & District- Nagpur.

3. **AND THAT WHEREAS,** My client was showed the layout plan of the said project and after negotiation my agreed to purchase an SHOP/UNIT NO. 3074 THIRD FLOOR admeasuring 56 sq.fts carpet area in the building known as **GLOCAL SQUARE THIRD FLOOR WINGS A, B, C AND D in BUTY MAHAL** bearing Kh.No.320 & 315(Part), City Survey No.3116 to 3128 lying in Ward No.3, **Mouza – Sitabuldi** within the limit of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tah & District- Nagpur. Herein, after it is referred as premises.

4. **AND THAT WHEREAS**, after negotiation it was mutually agreed by my client you notice officer bearer Mr.Akaib Qureshi & Mr. Anup who negotiated on behalf of you noticees agreed to sell the premises

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for the total consideration of Rs16,00,000/-(Rupees Sixteen Lakhs Only). My client initially made the payment of Rs.1,00,000/- (Rupees One Lakh Thousand only) by cheque no. 447980 dated 07.04.2022 drawn on State Bank of India, Shanti Nagar Branch in favour of you noticee no.1 towards booking amount of premises and the receipt was acknowledged by you noticees. My client made the total payment of Rs.1,00,000/- out of the total consideration amount. And the remaining payment was to be made stage wise by my client after the completion of the following works.

a.	At the time of Booking	10%
b.	On execution of Agreement	20%
c.	On completion of plinth level	15%
d.	On completion of Slabs including Podiums and stilts Bricks work	25%
e.	On completion of the Walls, internal Plaster of flooring	10%
f.	On completion of the staircases, Lift wells, lobbies of floor level and elevation, terrace with water proofing.	10%
g.	Completion of lifts, electrical fittings, electro, mechanical and environment requirements, entrance lobby's.	5%
h.	At the time of handing over possession of the said shops/units on receipt of	5%

5. **AND THAT WHEREAS**, You noticees undertook to inform my client about the completion of the specified stage as mentioned above and to execute the agreement, so that the payment can be made. My client always used to inquire about the status of the project from you noticees and but you noticees avoided to reply. You noticees promised and undertook to complete the said project within One year and to deliver the possession. But you noticees failed to inform about the completion of the construction, thus my client visited the site of the project and was shocked to notice that neither a single brick had been placed of the booked shop block nor the

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construction was yet started. Likewise, my client learned that you noticees had made several changes in the building plan. She immediately approached you noticees office and but you noticees tried to avoid the question but ensured to commence the construction soon.

6. **AND THAT WHEREAS**, my client again visited your notice office and tried to find out the reason for the non-commencement of the project but no response was given. Thus, my client made representation to you noticee no.1 and immediately you noticees contacted my client and informed their inability to complete the project in time due pendency of litigation. Thus, my client was forced to ask for the refund of the amount paid by him. You noticees borrowed some time and assured to resolve all the issues and to start the project. Later on, you noticees contacted my client and informed that all the litigation has been settled down and the project has been restarted. My client asked you noticees to facilitate the loan facility as promised at the time of booking the premises but the same is been avoided on the context of one or another reason.

7. **AND THAT WHEREAS**, Your noticees are avoiding to give satisfactory answer and requested my client to wait for some more time. But that day never came till today. My client tried to contact you noticees telephonically but it was unattended. She made several representations to you noticees and enquired about the tentative date for the completion of the said project. But you noticees avoided to reply to those letters, nor intended to give the tentative date also. Due to the said act the future of my client is in dilemma as she is unable to take the proper decision for the future decision. You noticees are deliberately keeping my client in dark and purposely not executing the Sale Deed his favour and are also you noticees are not keeping your promises.

8. **AND THAT WHEREAS**, you noticees had promised to give premises with amenities but nothing had been done by you till date. You noticees attracted my client and other purchasers in your project

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and collected money from them but neither you started the project in time nor delivered the possession within time. You noticees intentionally did this act only to cheat her due to your act my client and his family members suffered a lot of mental pain and agony. You noticees no.2 to 4 being its Directors and you notice no. 5 to 10 being the promoter are jointly and severally responsible for the said unlawful act and liable to execute the sale deed in favour of my client as soon as possible. My client is ready and willing to pay the balance amount you noticees on the day of the execution of the sale deed. You noticees are holding Rs.1,00,000/- since 2022 and are deliberately not executing the sale deed.

I thus, hereby call upon you noticees to execute the Sale Deed in favour of my client within the period of 07 days from receipt this legal notice, failing which my client shall be constrained to initiate appropriate legal proceedings against you noticees in the competent court of law, as you noticees are liable and responsible for the same. You Noticees are hereby directed to comply with the same otherwise my client shall not be held responsible for any future consequences arising thereof. Please note and comply.
Hence, this notice

(SURENDRA PRASAD)
ADVOCATE

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