

RPAD

19 August 2021

1. Nisha Shah
Proprietor, M/s. Chintamani Sales
2-3-22/G & (9), Minister Road
Ranigunj, Secunderabad
2. Chirag Jitendra Shah
Proprietor, M/s. Shree Chintamani Sales
2-3-22/G & (9), Minister Road
Ranigunj, Secunderabad
GSTIN: 36BVTPS2812P1ZO

Dear Sir/Ma'am

Sub: Notice under Section 106 of the Transfer of Property Act, 1882.

We represent Mr. Gaurang J. Mody, S/o. Jayantilal Mody, R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 ("**Our Client**"). Under instructions from Our Client, the present notice is being issued to you as under:

1. We are given to understand that Jitendra Palnitkar HUF, represented by its Karta Jitendra Palnitkar was the original owner of the Shops/Malgie bearing Municipal Nos. 2-3-22/G & 2-3-22/9 admeasuring Built up area of 640 sft situated on land admeasuring 38 sq. yds., situated at 2-3-22, Minister Road, Ranigunj, Secunderabad ("**Premises**").
2. In the year 1960, the Premises were leased to Mrs. Nisha Shah, proprietor of M/s. Chintamani Sales ("**Addressee 1**"), which was sub-leased by the Addressee 1 to Chirag Jitendra Shah ("**Addressee 2**"), (hereinafter collectively referred to as You/Addressees).

3. Thereafter, Mr. Dharmesh Parikh purchased the Premises from Jitendra Palnitkar HUF on an 'as is where is' basis by way of a sale deed bearing document no. 389 of 2020 dated 20.02.2020. We are given to understand that after purchase of Premises by Mr. Dharmesh Parikh, Addressees were offered the opportunity to purchase the Premises from Mr. Dharmesh Parikh by him. However, Addressees specifically refused the offer of purchase and represented that they shall remain as a tenant and the Addressees shall jointly and severally continue to pay the rental amounts to the owner of the Premises.
4. Subsequently, on representation of the Addressee 1 and 2, Our Client purchased the Premises from Mr. Dharmesh Parikh by way of sale deed bearing document no. 509 of 2021 dated 18.02.2021. The tenancy was therefore attorned in favour of Our Client. At the time of purchase, the rental amount payable by Addressees was Rs. 40,000/- per month.
5. Our Client has been constantly following up with Addressees for payment of the rent since the purchase of the Premises in February 2021. Addressee No. 1 and 2, in spite of repeated assurance, has defaulted on payment of rent amount of Rs. 40,000/- from the first month of purchase by Our Client till date.
6. We are therefore given to understand that all attempts of Our Client's to approach Addressee No. 1 and Addressee No. 2 seeking the payment of rents due to him were futile as You are not willing to pay any rents. Aggrieved by the same, having given multiple reminders to You demanding payment, Our Client was constrained to call upon You to immediately vacate the Premises on 01.08.2021. However, You have failed to do the same and have been illegally squatting on the Premises without paying due rents.
7. We therefore call upon You to pay the outstanding monthly rental of Rs. 40,000/- per month owed from February 2021 till date

amounting to Rs. 2,00,000/- (Rupees Two Lakhs Only) along with interest at 18% p.a. Further, please be informed that the current market rental rate of the Premises is Rs. 50,000 (Rupees Fifty Thousand Only) per month and market rate of the Premises is Rs. 75 Lakhs (Rupees Seventy Five Lakhs Only).

8. Please be informed that lease of the Premises stands terminated. As your continued possession of the Premises amounts to trespass, we, on behalf of Our Client, call upon you to vacate the Premises and hand over vacant possession of the Premises to Our Client within a period of 15 days of receipt of this notice. As the current market rate of the rental for the Premises is Rs. 50,000 per month, in case you still continue in occupation of the premises on expiry of 15 days on receipt of this notice, You shall be, jointly and severally, liable to pay Rs. 50,000/- (Rupees Fifty Thousand Only) per month amount towards mesne profits to Our Client for the illegal use and occupation of the premises along with damages to the tune of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month.
9. Please be informed that, any amount paid hereafter shall be deemed to have been received under protest and without prejudice to the rights of Our Client.
10. Please note that this legal notice is being issued to You without prejudice to our rights and remedies under civil and criminal law against including the right to claim damages, mesne profits, etc.

Rs. 50,000, the cost of this Legal Notice



D. PAVAN KUMAR
ADVOCATE

