

**SHARATH CHANDUPATLA**  
**ADVOCATE**

**RPAD**

27 December 2022

To,  
Nisha Shah  
Proprietor, M/s. Chintamani Sales  
2-3-22, Minister Road, Ranigunj,  
Secunderabad

Dear Ma'am

**Sub: Notice for eviction and recovery of rental arrears under Section 106 of the Transfer of Property Act, 1882.**

Concerned for Our Client, Mr. Gaurang J. Mody, S/o. Jayantilal Mody, R/o. Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad – 500 016, the present notice is being issued to Smt. Nisha Shah (“**You**”) on Our Client’s instructions, as under –

1. Our Client is the owner of the Shop/Mulgie admeasuring 320 Sq. Ft. on the ground floor and 320 Sq. Ft on the First Floor bearing Municipal No(s) 2-3-22/G and 2-3-22/9 along with an undivided share in the land admeasuring 36 Sq. Yards situated at 2-3-22, Minister Road, Ranigunj, Secunderabad (hereinafter referred to as the “**Demised Property**”) having purchased the same under Sale Deed bearing no. 509 of 2021 dated 18 February 2021 from Mr. Dharmesh Ranjit Parikh.
2. One, Mr. Jitendra Palnitkar HUF, represented by its Karta Jitendra Palnitkar, S/o Dr. Gowri Shankar Pandit Rao Palnitkar was the original owner of the Demised Property.
3. In the year 1960, a portion of the said Demised Property i.e. Shop/Mulgie admeasuring 320 Sq.ft on the ground floor bearing Municipal No(s) 2-3-22/G (**Original Leased Premises**) was leased to You on an oral tenancy arrangement.

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Address: Flat No. 201, Plot No. 128, Venkateshwara Colony  
Manikonda, Hyderabad – 500088  
Ph. No: 7012115652



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You have been in occupation of the said premises as a tenant ever since and running the business under the name and style of Chintamani Sales.

4. It is submitted that the said Mr. Jitendra Palnitkar, desirous of selling the Original Leased Premises, offered You to purchase the Original Leased Premises mentioned hereinabove. However, You refused to purchase the same and represented that You will continue as a tenant. Thereafter, Mr. Jitendra Palnitkar vide registered Sale Deed dated February 20, 2020, bearing Document No. 389 of 2020 registered at S.R.O, Secunderabad, Hyderabad District, Telangana sold the Original Leased Premises on an "AS IS WHERE IS BASIS" to Mr. Dharmesh Ranjit Parikh, S/o Sri Ranjit Parikh.
5. During this time, Mr. Dharmesh Ranjit Parikh was in use and occupation of Shop/Mulgie admeasuring 320 Sq. Ft on the first floor bearing Municipal No. 2-3-22/9 (**Second Leased Premises**) as a tenant and thereafter as an owner on having purchased the Second Leased Premises from Mr. Jitendra Palnitkar under registered Sale Deed bearing no. 391 of 2020 dated 20 February 2020.
6. However, on account of road widening in Minister Road, Ranigunj, the access route to the first floor i.e. the Second Leased Premises was demolished and the Second Leased Premises could only be accessed through the Ground Floor i.e. the Original Leased Premises.
7. At this juncture, You and Chirag Shah representing to be Your son and the person in charge of Chintamani Sales i.e. the business being carried out in the Original Leased Premises requested to the then owner i.e. Mr. Dharmesh Ranjit Parikh to give You even the Second Leased Premises on lease. Accordingly, the Second Leased Premises was also given on lease to You and lease rental of Rs. 40,000/-



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was being paid towards the Demised Property. The rentals were always paid in cash to the respective owners.

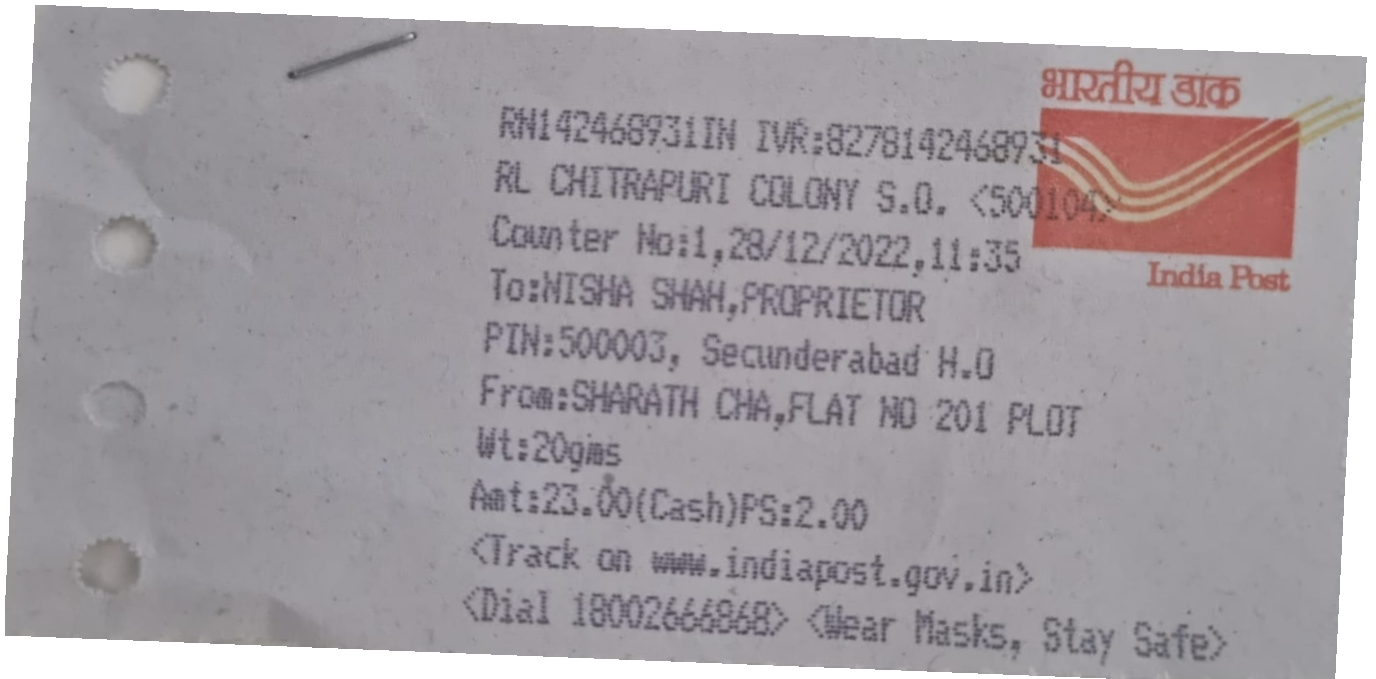
8. Thereafter, in the year 2021, as Mr. Dharmesh Ranjit Parikh was desirous of selling the Demised Property, wherein, Our Client purchased the Demised Property i.e. both the First and Second Leased Premises, and the same was brought to Your notice. It was also intimated to You that the monthly rental towards the Demised Premises shall have to be paid to Our Client with effect from March 2021. Therefore, upon purchasing the Demised Property, Our Client approached You, calling upon You to pay the monthly rent of Rs. 40,000/- to Our Client with effect from March 2021.
9. In spite of repeated reminders and incessant follow ups for payment of rent, You have not paid any rents to the Our Client from March 2021 till date. In the course of these discussions and deliberations, Our Client has reliably learnt that Chirag Shah is not Your son and You have, in fact, without any authorization sub-let the Original and Second Leased Premises to Chirag Shah.
10. It is submitted that since then Our Client has been calling upon You to handover the vacant possession of the Demised Premises and clear the outstanding dues, however, You have paid no heed to the repeated requests of Our Client.
11. It is submitted that owing to continuous default in the payment of rental dues, unauthorized sub-letting of the Demised Premises the present legal notice is being issued upon You under Section 106 of the Transfer of Property Act, to handover the vacant possession of the Demised Premises pay the outstanding monthly rental at Rs. 40,000/- per month owed from March 2021 till date along with interest at 18% p.a. within 7 days from receipt of this Notice.



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12. Thereafter, in the event You or any other person associated with You continues to remain in possession of the Demised Premises, it shall amount to trespass, and You shall be liable to pay damages for illegal use and occupation of the premises at Rs. 50,000/- per month. Please be informed that, any monies paid thereafter shall be deemed to have been received under protest and without prejudice to the rights of Our Client.
13. We bring to Your kind attention that, the present Legal Notice is issued to You on behalf of Our Client, without prejudice to his rights and remedies under applicable laws and reserving his rights to take appropriate steps under civil and criminal law against You including the right to claim damages, mesne profits, etc.

*Ch. Sharath*  
**Sharath Chandupatla**  
**Advocate**



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\* Consignment Number

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| Booked At              | Booked On           | Destination Pincode | Tariff | Article Type      | Delivery Location | Delivery Confirmed On |
|------------------------|---------------------|---------------------|--------|-------------------|-------------------|-----------------------|
| Chitrapuri Colony S.O. | 28/12/2022 11:36:32 | 500003              | 25.00  | Registered Letter | Secunderabad H.O  | 30/12/2022 16:35:33   |

### Event Details For : RN142468931IN

#### Current Status : Item Delivery Confirmed

| Date       | Time     | Office                           | Event                                                          |
|------------|----------|----------------------------------|----------------------------------------------------------------|
| 30/12/2022 | 16:35:33 | Secunderabad H.O                 | Item Delivery Confirmed                                        |
| 30/12/2022 | 16:19:49 | Secunderabad H.O (Beat Number:9) | Item Delivered [To: Nisha Shah Chintamani 2 3 22 (Addressee) ] |
| 30/12/2022 | 11:06:57 | Secunderabad H.O                 | Out for Delivery                                               |
| 29/12/2022 | 17:00:05 | Secunderabad H.O                 | Item Onhold Door Locked-Intimation Served                      |
| 29/12/2022 | 10:34:38 | Secunderabad H.O                 | Out for Delivery                                               |
| 29/12/2022 | 09:02:43 | Secunderabad H.O                 | Item Received                                                  |
| 29/12/2022 | 05:52:35 | Secunderabad TMO                 | Item Dispatched                                                |
| 29/12/2022 | 05:36:48 | Secunderabad TMO                 | Item Received                                                  |
| 29/12/2022 | 04:15:58 | Hyderabad CRC L1R                | Item Dispatched                                                |
| 29/12/2022 | 01:37:05 | Hyderabad CRC L1R                | Item Bagged                                                    |
| 28/12/2022 | 22:17:34 | Hyderabad CRC L1R                | Item Received                                                  |
| 28/12/2022 | 15:06:42 | Chitrapuri Colony S.O.           | Item Dispatched                                                |
| 28/12/2022 | 14:57:31 | Chitrapuri Colony S.O.           | Item Bagged                                                    |
| 28/12/2022 | 11:36:32 | Chitrapuri Colony S.O.           | Item Booked                                                    |

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