

BHOOMIKA ARORA & ASSOCIATES

MEMBER, DELHI HIGH COURT BAR ASSOCIATION

B-52, FARIHILLS APARTMENTS

SECTOR 21-D FARIDABAD

HARYANA 121001

BY ELECTRONIC DELIVERY

**SUB: LEGAL NOTICE FOR BREACH OF CONTRACT AND NON-TRANSFER OF
REGISTRATION CERTIFICATE**

Dear Sir,

I write to you on behalf of my client, Sobek Auto India Pvt. Ltd. (OLX Autos), a company registered under the Companies Act, 2013, having its registered office at DLF Corporate Park 5th Floor, Tower 3B, DLF City III, M.G. Road, Gurgaon – 122002 (hereinafter referred to as “**Company**”) and hereby serve upon you with the following Legal Notice:

1. That the Company is *inter-alia*, engaged in the business of buying and wholesale of used cars through its various stores across India under the name and style of “olx Autos”.
2. That you the addressee who is/was one of the Company’s registered channel partner/Dealers had successfully procured the said car(s) from the Company. That on the basis of the information and undertaking provided by you, the said car(s) were handed over to you accordingly after payment of the price for the said car(s).
3. At the time of signing up with the Company and at the time of procurement of the said car(s), you had executed an agreement containing certain terms and conditions (“**Agreement**”), including an indemnity clause in the Company’s favour. You have duly acknowledged in the Agreement that all the requisite documents have been submitted to you at the time of handing over of the car(s) and you undertook to transfer the registration certificate of the car(s) in the Government’s motor vehicle records in favour of the end buyer. Relying on your affirmations, the transaction with respect to the said car(s) was entered into with you in good faith and trust.
4. **As per your Agreement (Dealer Acceptance Form) with the Company, you had agreed that the name of the end buyer will be endorsed in the Registration Certificate of the said car(s) in the records of the RTO in Motor Vehicle Records within a period of 90 days. However, to date, you have failed to do the same which is a clear violation of the said Agreement and breach of trust. Further, you the addressee had agreed in**

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the said Agreement to indemnify, OLX, its directors, employees, sellers and service providers from all loss, claims expenses, liabilities or damages including legal fees arising in relation to failure to not register the Vehicle in the aforesaid 90 days' period.

5. The Company has from time to time requested you in writing and verbally to adhere to the terms of your Agreement with it and transfer the registration certificate of the said car(s) in the name of the end buyer. However, despite such several reminders, you have failed to do so.
6. That you have been in possession of the said car(s) without transferring the Registration Certificate in the name of the end buyer which is against the applicable laws. That by not adhering to the terms of the Agreement you the Addressee have committed a breach of the agreement and applicable laws due to which the Company has suffered monetary losses, loss of goodwill and brand value.

In view of the above mentioned facts, the Company hereby forfeits 50% (Fifty Percent) of the Registration Certificate deposit submitted by you for the said car(s) and calls upon you to transfer the registration certificate of the said car(s) within 6 (six) days from the date of this notice, and submit proof of officially completed transfer to the Company, failing which the Company will be compelled to forfeit the remaining amount of Registration Certificate deposit submitted by you and invoke the indemnity clause and take appropriate action against you.

You are also notified that considering your breaches, the Company or the seller will not be responsible for any kind of claims, damages or legal liability arising in relation to the vehicle, all of which are to be borne by you.

A copy of this legal notice has been preserved in our office for record and future course of action.

This legal notice is without prejudice to any of the rights and remedies available to the Company under the law of the land and the Company hereby reserves its right to take action as per applicable laws and the Agreement including arbitration, litigation, police complaints and blacklisting of the car(s). The Company also reserves its right to call upon you for repayment of any other outstanding dues owed to the Company and forfeit any other deposits or monies which you have provided to the Company.



Bhoomika Arora, Advocate

Bhoomika Arora & Associates