

# REPLY TO LEGAL NOTICE

To:

Adv. Harshawardhan Pravinkumar Thorat.

CTS. No 185, Devika Heights, office No.9,  
4th floor, Near District & sessions Court,  
Shivaji Nagar Pune-411005. (M.S.)

From:

Shri Pandit Patil.

CTS NO 121/1, F.P. No 91/1, Soham B'  
Prabhat Road, Pune-411004.

Subject: Reply to your legal notice dated 04/07/2025, regarding the purchase of the garage at Soham 'B' society.

Dear Sir,

I am writing in response to your legal notice dated 04/07/2025, received on behalf of your client Shri Ramesh Vaman Medhi, R/O 86/6A, Akshar Apartment, Flat No 401, Lane No 14, Prabhat Road, Erandwana , Pune-411004. In this regard I reply & state as follows:

First of all the notice of purported cancellation of the property transaction concerning Flat No 10, Garage at Soham 'B' society bearing address: 121/1, Soham 'B,' Law College Road Pune-411004, is hereby categorically rejected and denied, the allegations and claims made in your notice. The contents of your notice are factually incorrect & misrepresent the situation.

## 1. FACTUAL MATRIX:

- The transaction is not a matter of a simple agreement but a binding contract under the Indian Contract Act ,1872 section 10 , as evidenced by the “ Agreement to sale draft “ signed on 17/09/2024 .My commitment to this agreement is irrefutably , demonstrated by locking the negotiations at

Rs. 40,00,000/-(Rs. Forty Lacs Only) and thereafter substantial payment of approximately 40% of the total consideration ,amounting to Rs.16,00,490/- are transferred to Shri Ramesh Medhi & his wife's account from time to time towards part payment & have been accepted by Mr Ramesh Medhi.

- The property was originally classified as a Flat No.10 , Garage when the No Objection Certificate(NOC) was issued by the society.
- The renegotiations were resumed & for that a resolution was passed in Special General Body (SGM) meeting on 31/08/2024 as Mr Ramesh Medhi was not satisfied with the price offered by Mr Vivek Pandit , the other member in the society & one of the contesting party in the sale meeting for the Flat 10 garage.

## **2. CHANGE IN PROPERTY STATUS:**

- After heavy part payment of 40% of its total cost is paid , the society has unilaterally changed the property status from “**FLAT 10**” to simply “**GARAGE**” without any fault or action on my part.The change appears to be an administrative issue that can be rectified through proper legal channels.
- As per the Sales meeting ,you were obligated to deliver clear and marketable title.Requisite papers of the property is the prime requirement of the agreement.

**3.** Following the agreement ,I have made continuous ,good faith efforts to complete the transaction. This includes numerous attempts via email ,whatsApp,telephone calls and personal visits to your client's office to **finalise the stamping and registration process. It is your client Mr Ramesh Medhi** , who is in clear breach of contract. He has unilaterally backed out the agreement , refusing to proceed despite my earnest efforts and substantial financial commitment. I understand his decision was influenced by pressure from the society and another contesting party.

**4.** The attempt to return the part payment by a cheque is a flimsy action to invalidate a legally binding agreement. I have not deposited the cheque as I intend to proceed with the purchase. Time & again , as already informed to Mr Ramesh Medhi , I again reiterate that I am fully ready ,willing and able to complete the purchase as per the terms of the agreement dated 17/09/2024. I urge your client to fulfill his legal obligations to avoid further legal action against him.

## **5. LEGAL POSITION:**

Your purported cancellation is illegal and unjustified for the following reasons:

- a. Binding Contract : The formal contract creates binding legal obligations under the Indian Contract Act 1872 section 10,makes our agreement a valid contract.
- b. Part Performance : Under section 53A of the Transfer of Property Act ,1882 , having paid substantial consideration and the seller having accepted the same, I have acquired enforceable rights in the property.
- c. Specific Performance: Under the Specific Relief Act,2018 , I am entitled to demand Specific Performance of the Contract.
- d. Maharashtra Ownership of Flats Act(MOFA) : Under MOFA provisions the property rights cannot be arbitrarily altered without following the due process.
- e. No Breach by Purchaser: The change in property is not due to any default on my part.

## **6. MY RIGHTFUL DEMANDS:**

I hereby demand that you:

- a. Restore the original property status by taking up the matter with the society management and obtaining necessary approvals to classify the property as "FLAT" as originally agreed.
- b. Complete the Sale transaction by executing the assignment deed as per the Agreement Terms executed on 17/09/2024 ,thereby transferring all

your rights, title ,and interest in the said property in favour of the purchaser.

- c. Alternatively if restoration is not feasible, provide appropriate price reduction commensurate with the change in property classification or status.

## 7. REJECTION OF CANCELLATION:

- I categorically reject your client Mr Ramesh Medhi's unilateral cancellation of transaction.
- The cheque of Rs 1600389/- sent by you has not been encashed as I do not accept the cancellation.
- Your attempt to return the part payment does not absolve you of your contractual obligations.

## 8. LEGAL CONSEQUENCES:

- Your action constitutes a **Breach of Contract** under section 73 of the Indian Contract Act 1872.
- I reserve my right to approach the Hon'ble Court of Law for specific performance under the Specific Relief Act.
- I am heavily burdened due to the enormous cost on funds already invested and parked separately for completing the pending transaction , being a commercial transaction about 24% PA , which in turn shall be passed on to the seller Mr Ramesh Medhi.

## 9. FINAL NOTICE:

I hereby serve as my final notice to Mr Ramesh Medhi to:

- Withdraw the cancellation notice immediately.
- Take necessary steps to restore the property status or negotiate price adjustment.

- Proceed with the sale transaction as per the Agreement signed during the sale meeting on 17/09/2024.
- I urge your client to fulfill his legal obligations to avoid further legal action.

I reserve all my rights , including but not limited to filing a suit for specific performance and damages. Your client shall be saddled Rs.12000/- against this reply to your notice .

Sincerely,

Mr Pandit Patil.