

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 Act1872.
- 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.