

Ref No. _____

Dated: -

Regd Post/Speed Post
Legal Notice

To,

Electronic City Phase 1, Bangalore, India 560100

Email Address: _____

Through its Managing Director

Under the instructions from and on behalf of my client _____, I have to address you as follows:

1. That you have executed one rent agreement dated: _____ with my client for the _____.
2. That as per clause 11(c) of the said agreement, there was a contractual obligation on your part to not to use the premise in a way, which would cause nuisance to the society or it would interfere in the peace of the residents. Moreover, as per clause 9 of the agreement you were bound to pay rent to my client without any delay and default. However, on default my client was free to terminate the agreement after serving you two months notice.
3. That you addressee was not regular while making payment of rent to my client. Moreover, there was always delay in making payment for the rent. Therefore, many times you have contravened clause 9 of the agreement.
4. That vide emails dated: _____, _____ and _____ my client has expressed his resentment to you that the members of the society are complaining about the pets of a tenant in the said

premise, as they are causing nuisance and are threat for the members of the society. Moreover, all the members of the society are also against the said tenant due to his abysmal behavior and deeds. However, you addressee did not pay any heed to emails from my client and did not reply to the same. Therefore, after considering the common interest of all the residents of the society, and due to repeated contravention of clause 9 of the agreement by you, two months notice for termination of the agreement through email was served by my client to you.

4. That vide email dated: _____ you addressee has not only acknowledged the termination of agreement from my client, but has also assured my client that the flat would be vacated by _____. Thereafter, on your request my client has extended the eviction date from _____ to _____ and finally from _____ to _____. Moreover, my client has authorized _____ to have final meeting with you at _____ premise on _____.
5. That you addressee are not paying rent to my client consecutively w.e.f from _____ in lieu of adjustment of security deposit against the two month rent of the premise. Therefore, you have not only acknowledged the receipt of said notice served by my client, but have also consented for eviction within a time settled through agreement between the parties.
6. That the members of the society has intimated my client that they are filing a complaint under 107/145 of Criminal Procedure Code before Executive Magistrate against the said tenant for causing nuisance and disturbance to the society. Further, it is hereby informed to you that it will be your responsibility, and you will also be criminally liable for the deeds of the tenant, if society files the complaint. Moreover, despite the best efforts from my client you in

collusion with the said tenant are harassing the society members; therefore, my client cannot take responsibility for the same.

7. That my client has authorized _____ to inspect the Flat on _____ and you are also advised to send your representative at the site on same date. Further, the security deposit with my client will be released to you subject to deduction of two months' rent due on date and other damage (if any) caused to property and fixture at said property.
8. That my client came to know through his sources that in other places, where people have faced similar problem with the services offered by you addressee company, they were forced to avail their legal remedy before competent courts of law, as their complaints were not resolved by you addressee. However, my client wants to give you one more opportunity, even when you have already caused him such a damage and harassment. Hence, through this notice you are called upon to amicably resolve this issue by fulfilling your promises.
9. That the rights of every individual in a society has to be protected not only on humanitarian grounds but also as per the law of the land, where arbitrary act on behalf of service provider is strictly prohibited and remedy is available as per various provisions of the law.
10. That in case you fail to resolve this issue on _____ and consequently, fails to evict the said premises on _____ than my client would be free to take recourse of law, and you will be liable for your deeds both under civil and criminal law of the land. Further, you are hereby advised that my client has given extension to you only as a goodwill gesture, however, the same should not be considered as liberty to further extend the dead line for eviction.

Further, I hereby call upon you to comply with terms of the said agreement, executed between the parties, and to vacate the premises on _____, after clearing your said dues towards my client, or otherwise failing which, my client shall take it for granted that you are no more sincere and interested in meeting above said contractual obligations, and my client would then be constrained to take against you an appropriate legal action, and in that event, you shall have to thank none but yourself for all the faults and follies on your part alone, which please note.

(Advocate)