

SPEEDPOST/COURIER

Date: __/__/20__

1. X
2. Y

**LEGAL NOTICE UNDER SECTION 138 OF NEGOTIABLE INSTRUMENT
ACT.1881**

Dear Sir/Madam,

Under instruction from and on behalf of my client “**XYZ**” having its/his/her Head Office at XXXX and its/his/her Corporate Office at XXXX through its/his/her Authorized Representative XYZ R/o XXXX (hereinafter referred to as my Client), I hereby serve upon you the following legal notice:

1. That my client is a leading real estate advisory firm in the name and style of “**XYZ**” which has worked in the real estate industry for more than two (2) decades with Big MNCs across the globe as its client(s).
2. That you approached my client in the month of ***, 20__ in order to facilitate the leasing of your premises admeasuring approx **** sq. ft. of area situated at XXXX.
3. That subsequently a Fee Confirmation Letter (FCL) dated __/__/20__ was also signed between you and my Client whereby you agreed to avail consultancy and brokerage services of my client and agreed to pay Consultancy/brokerage fee amounting to Forty Five(45) days rent along with the applicable GST/Taxes upon the date of signing the lease agreement.
4. That subsequently my client started to work upon the requirements and specifications shared by you.
5. That my client introduced you to various prospective tenants and finally you agreed to Lease Out your premises to XYZ located at/ R/o XXXX.

6. That on __/__/20__ the Lease Deed was also signed and executed between you and the proposed lessee i.e. XYZ.
7. That the said premises was leased out to proposed lessee i.e. XYZ for monthly rent amounting to Sum of Rupees XXXXXX (INR XXXX/-) Only.
8. That my client demanded consultancy fees equivalent to brokerage fee for Forty Five (45) days rent as per the agreement along with applicable GST payable as stated in Fee Confirmation Letter (FCL) dated __/__/20__.
9. That my client sent you Invoice Bearing Invoice No.***** dated __/__/20__ for the Sum of Rupees XXXXXX (INR XXXXXX/-) Only along with applicable GST.
10. That after repeated reminder(s) vide telephonic calls, you issued two cheques bearing no. ***** dated __/__/20__ amounting to Sum of Rupees XXXXXX (INR XXXX/-) Only and Cheque bearing no. ***** dated __/__/20__ amounting to Sum of Rupees XXXX (INR XXXX/-) Only drawn on XYZ Bank situated at XXXXXX in order to discharge your part liability against the services availed.
11. That my client presented the above said cheques to his XYZ Bank, XXXX Branch, Cheque bearing no.***** on __/__/20__ and Cheque bearing no. ***** on __/__/20__ and my client was informed by the bank that the above said cheques have been returned unpaid by the drawee bank because of the reason **“Account Closed”**.
12. That my client sent you a legal notice dated __/__/20__ under Section 138 of Negotiable Act,1881 in lieu of dishonour of Cheque bearing no. **** dated __/__/20__ amounting to Sum of Rupees XXXX (INR XXXX/-) Only.
13. That on __/__/20__ you issued a demand draft in favour of my client amounting to Sum of Rupees XXXX (INR XXXX/-) Only in order to discharge your liability against dishonour of cheque bearing no.**** dated __/__/20__.
14. That you are through this notice called upon to pay the remaining amount of Sum of Rupees XXXXXX (INR XXXX/-) Only towards

brokerage fee/consultancy charges along with interest calculated @ XX% per annum from the due date till the date of actual payment, within a period of Fifteen (15) days from the date of receipt of this notice, failing which my Client shall be constrained to initiate legal proceedings (civil and criminal) against you in the court of law at your risk and cost.

15. That you are also called upon to pay Sum of Rupees XXXX (INR XXXX/-) Only towards the cost of present legal notice to my client.

A copy of this notice has been retained in this office for the purpose of record and further action.

Yours Truly

XYZ,

R/o XXXXX

Copy To: XYZ,

R/o XXXX