

C. BALAGOPAL

AMEERUNNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRA MOULI

L. H. RAJESHWER RAO
BATHINA SRIHARI
MARY RUPA
ADVOCATES



201, Al-Kauser Apartments,
Road No.10, West Marredpally,
Secunderabad - 26.
E-mail : chaltabala1@rediffmail.com
☎ Off : 27805530

To:

Date: 29-03-2007

Mohd.Moin Ahmed Quadri

Advocate

No.108, Siddhartha Apartments,
Jamai Osmania, Hyderabad-061.

Sir,

Please refer to your notice dated 12-3-2007 issued on behalf of your client Mr. G. Balakrishna, S/o.G.T.Swamy to our client M/s. Summit Builders, rep. by Mr.Soham Modi, our client has placed the above said notice with instructions to give reply as follows:-

1. In reply to unnumbered para No.2 of your notice, it is true that your client had entered into an Agreement of Sale dated 18-10-2006 with our clients and agreed to purchase a flat in our clients venture at Cherlapally Village, Ghatkesar Mandal, R.R.District for a sale consideration of Rs.7,25,000/-and your client paid a sum of Rs.60,000/- towards booking amount and first installment, but it is emphatically deny that our client agreed to receive the remaining amount on or before 31-12-2006. Infact, a payment schedule has been clearly mentioned under clause no.4 of the above said agreement which your client has agreed to abide by. It is necessary to mention here that your client has signed the said Agreement as G.Chandrakala for the reasons best known to him, hence the agreement itself is not valid in the eye of law. As per the above clause no.4 of the above said Agreement, your client has to pay second installment of Rs.2,21,666/- on 16-10-2006 and third installment of the same amount before 15th November 2006 and fourth installment of Rs.2,21,668/- before 31st December 2006, but your client never bothered to adhere to the payment schedule as agreed upon. Our client has sent several reminders namely dated 10-11-2006, 16-11-2006. In spite of the above said reminders, your client has failed to pay the installments as per the Agreement. In view of your client's failure to pay the installments as agreed upon, our client cancelled the Agreement vide letter dated 29-11-2006. As there was no response to the above said letter of cancellation, our client issued one more cancellation letter on 22-02-2007 intimating your client that the Sale

lky

Agreement has been cancelled and also clearly mentioned that our client has forfeited the amount paid by your client. Our client rightly cancelled the Agreement of Sale in view of the default committed by your client in payment of instalments.

2. In reply to unnumbered para No.3 of your notice, it is denied that your client approached our client with a Demand Draft on 26-02-2007 and requested for the registration of the flat and it is further emphatically denied that our client asked your client to pay an additional amount of Rs.50,000/- contrary to the Agreement as alleged. Our client never demanded any extra payment from your client. When your client never approached our client with money, the question of my client demanding extra money does not arise. Infact, your client failed to adhere to the payment schedule of the agreement and as the agreement was duly cancelled, our client refused to register the flat in your client's favour.

If inspite of this reply, should your client launches any proceedings, our client will resist the same holding your client responsible for all costs and consequences thereof.

Yours faithfully,


(C. BALAGOPAL)