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: chattabala1@rediffmail.com

☎ Off: 27805530

Date: 28-03-2007

Sri. Govind Prakash Bhangdia 15-8-508/8, Motilal Building, Feelkhana, Hyderabad.

Sir,

Under instructions from my client M/s.Modi Ventures, rep.by Mr.Soham Modi, I have to address you as follows:-

- My client has placed the notice dated 19-02-2007 issued by you on 1. behalf of your client Sri. Vinay Agarwal and the reply issued by my client dated 22-02-2007 and the rejoinder issued by you on behalf of your client dated 12-3-2007 with instructions give reply to the above said rejoinder as follows:
- Our client reiterates the averments made in the reply dated 2. 22/02/2007. It is denied that the contentions in my client's reply notice are false. It is further denied that my client's representative obtained signatures of your client on some blank forms as alleged or that the payment of Rs.25,000/- and Rs.10,000/- shows that it was not Infact, your client made only provisional a provisional booking. booking and subsequently inspite of several reminders, your client never bothered to enter into a Sale Agreement or to adhere to the payment schedule as mentioned in the booking form. Your client's contention that he was never called upon to execute the Sale Agreement, though he was ready to execute the same is false and hence denied.



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- 3. My client states that after the receipt of cancellation notice dated 18-6-2006, your client purchased our client to receive the sum of Rs.25,000/- and also addressed a letter dated 22-6-2006 promising to make further payments. But your client has never come forward to execute the Sale Agreement and to make further payments.
- 4. In view of the attitude of your client, my client rightly again issued a cancellation letter dated 09-08-2006 and the same was returned as "Not Claimed".
- 5. It is denied that my client has no right to terminate the Agreement and forfeit the amount paid by your client. As your client completely failed to adhere to the payment schedule mentioned in the booking form, my client has got every right to cancel your client's booking.

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

Yours faithfully,

(C.BALAGOPAL)