

BY REGD. POST ACK. DUE

To
Summit Builders,
5-4-187/3 & 4, III Floor,
M.G. Road
Secunderabad - 500 003.

Date: 12.03.2007
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Sir,

I am concerned for my client Sri Vinay Agarwal R/o Flat No. 403, Susheel Residency, Opp: CDR Hospital, Hyderguda, Hyderabad, and have instructions to issue the following rejoinder notice to your reply notice dated 22.02.2007.

The allegations in your reply notice are false hence the same are denied by my client. That your representative obtained signature of my client on some blank forms, contends of which were not brought to knowledge of my client. That the payment of Rs. 15,000/- and Rs. 75,000/- after paying amount of Rs. 10,000/- shows that it was not a provisional booking as stated in your reply.

It is denied that my client agreed for any schedule of payment as stated by you in the reply notice. My client was never attended by any person at the site, when my client visited to inspect the progress of construction and giving instructions to make minor changes in kitchen and bathroom, after my client received the letter dated 01.08.2006. That my client also not received any intimation thereafter intimating my client either about the payment or about the stage of construction and delivery of possession, though it was stated by you that the possession will be given by 31.12.2006.

That you are not entitled to terminate the agreement unilaterally and forfeit the amount paid by my client. My client has got subsisting right and if you fail to comply with the demand of my client as stated in my legal notice dated 19.02.2007, my client shall be constrained to file suit for specific performance of the agreement to sell the above stated flat, holding you responsible for the costs and consequences arising therefrom.



**GOVIND PRAKASH BHANGDIA,
ADVOCATE**