

KHALID A. MEMON

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FAX MESSAGE – ORIGINAL VIA O.C.S.

11 April 2007

Z.K. Jatoi & Associates
511-513, Paradise Chambers
Shambu Nath Street
Off. Passport Office, Saddar
Karachi 74400

Dear Sir

YOUR NOTICE REPLY THEREOF DATED 27 MARCH 2007 & REPLY DATED 29 MARCH 2007

Further to my reply to your letter dated 27 March 2007, I would like to add the following:

The next payment date for 2nd Installment of Rs. 500,000/- is due on the 8th May 2007. Considering that I have graciously allowed an extension period of 30 days, the payment should reach me before 7th June 2007.

I would like to take this opportunity to request you to advise your client to ensure that all installments are made before the due date. Your client cannot shirk from his responsibility and his undertaking. Your client is oblivious to the fact that a copy of the Original Agreement and Undertaking were handed over to him for scrutiny on his return from India back to Pakistan. Your client, after examining the documents, made certain amendments and notes on the same in his own handwriting. If the circumstances develop, which I sincerely hope to avoid, where I have no alternative but to seek legal recourse, a handwriting expert and a fingerprint expert can ascertain the facts that your client did check, amend and had agreed in principle to the joint purchase of land with his partner and that your client is individually and collectively responsible for ensuring timely payment of all remaining installments.

Furthermore, your client and his partner also signed an informal agreement of sale, witnessed by Mr. Abu Bakr Shaikhani. There are certain other related matters and issues but at this moment, I do not want to put all my cards on the table.

I would like to see this whole unsavoury matter now resolved without any defaults. However, this does not mean that I am giving up my right to seek appropriate legal recourse in case of any defaults on the part of your client and or his partner. My one and only obligation now is to transfer the land in the name of the buyers on the day that the final installment is paid. Your client's duty is to ensure that all the remaining installments are paid on time.

Let us hope that this matter does not turn into a legal battle as it would open up a 'Pandora's Box'. All my mails and communication have been on a personal basis without the assistance of a Counsellor. Let us sincerely hope that it stays that way.

Thanking you
Yours sincerely

Khalid A. Memon