

GREENWOOD ESTATES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.

Phone: 66335551

LETTER OF POSSESSION

Date: 6/10/13

To,
Lt. Col. Satwinder Singh Manhas
Station Workshop EME, Tirumalgherry,
Secunderabad - 500 015

Sub: Letter of Possession for flat no. 413 in block no.A in our project known as 'Greenwood Residency' at Survey No. 202-6, Kowkur, Bollaram, Secunderabad – 500010.

Dear Sir / Madam,

We hereby hand over possession of the above mentioned Flat to you as per the terms and conditions of our sale deed / agreement.

You shall become a member of 'Greenwood Residency Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,


Soham Modi.
Managing Partner.

Accepted & confirmed:

Signature: 

Name: Lt Col SS MANHAS

GREENWOOD ESTATES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.
Phone: 66335551

NO DUE CERTIFICATE

To,
Lt. Col. Satwinder Singh Manhas
Station Workshop EME, Tirumalgherry,
Secunderabad - 500 015

Date: 6/10/2013

Dear Sir / Madam,

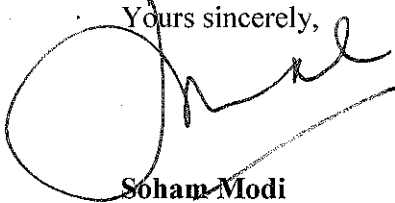
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No.413 in block no.A in our project known as 'Greenwood Residency' at Survey No. 202-6, Kowkur, Bollaram, Secunderabad – 500 010.

We further confirm that no excess amount has been paid by you to us and as on date all accounts are deemed to have been settled and there is no claim against each other with respect to the amounts paid for the sale of flat.

Please sign a copy of this letter as your confirmation of the above.

Thank You.

Yours sincerely,

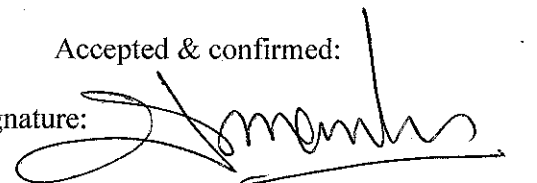


Soham Modi
Managing Partner.

Accepted & confirmed:

Signature:

Name:


Lt. Col. SATWINDER SINGH MANHAS

MEMBERSHIP ENROLMENT FORM

Date: 6/10/2013

To,
The President,
Greenwood Residency Owner's Association,
Survey No. 202-6,
Kowkur, Bollaram,
Secunderabad – 500 010.

Dear Sir,

I am the owner of Flat No.413 in block no. A in our project known as 'Greenwood Residency' at Survey No. 202-6, Kowkur, Bollaram, Secunderabad – 500 010.

I request you to enroll me as a member of the 'Greenwood Residency Owner's Association'.

I have paid an amount of Rs. 50/- towards membership enrollment fees.

I hereby declare that I have gone through and understood the Bye-laws of the Association and shall abide by the same.

I further declare that I have read and understood the exclusion clause (32) mentioned in the bye laws and have no objections to the same. I undertake to make a declaration as mentioned in clause 26 (v) of the bye laws relating to my flat being given for occupation to a tenant/ lessees/ license / other occupier.

Thank You.

Yours faithfully,

Signature:

Name: A. CALISS MANIHAJ.

Address for correspondence:

C/O STATION WORKSHOP EME
PO - TRIMULGHERRY
SECUNDERABAD - NT

Phone: 8096649004.

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

UNDERTAKING

From,
Lt. Col. Satwinder Singh Manhas
Station Workshop EME, Tirumalgherry,
Secunderabad - 500 015

Date:

To,
The Managing Partner,
M/s. Greenwood Estates
5-4-187/3&4, II floor
Soham Mansion, M.G. Road,
Secunderabad - 03

Sub.: Undertaking for payment of service tax.

Ref.: Booking for flat No.413, on fourth floor in Block 'A' in the project known as 'Greenwood Residency' at Survey No. 202-6, Kowkur, Bollaram, Secunderabad – 500010.

Dear Sir,

I have booked the above referred flat and in that regard documents like booking form, agreement of sale, sale deed, construction agreement and agreement for development charges were executed. As per the terms agreed between us, I have agreed to pay the service tax that is leviable or may become leviable for the purchase of the said flat.

I am aware of the divergent views regarding the applicability of service tax for the flat purchased by me. I have also been explained and I am aware of the following facts:

- A. As per the provisions of Finance Act, the Builder M/s. Greenwood Estates is liable to collect service tax from its Purchasers (myself), as applicable from time to time and remit it to the government.
- B. The Builder has undertaken the construction of my flat and the construction service being provided is a subject matter of levy of service tax under the Finance Act, 1994 and the rules made there under. And that there are divergent views as to applicability of service tax on the Builders for such construction activity.
- C. The Department of Central Excise and Service Tax (Hyderabad Commissionerate) had summonsed the Builder for collection of service tax on the construction activity provided by the Builder to the Purchaser. And that the Central Board of Excise and Customs (CBEC) have issued the circular 108/2/2009-ST dated 29.01.2009 stating that there is no service tax liability on the Builders. Subsequently, the Finance Act was amended in 2010 wherein service tax became leviable on all bookings made prior to completion of construction, for amounts received after 01.07.10.
- D. There is a legal view/opinion that service tax is not applicable on the construction provided by Builder in view of the referred circular. Further, there is no clarity

about applicability of service tax as a result of amendment to the Finance Act both prior to and after 01.07.10.

- E. Service tax is consumption based, indirect tax and the service recipient that is the Purchaser is liable to make the payment of service tax to the service provider, that is, the Builder.

I request you to pay the service tax, from time to time, as you may deem fit, that is applicable or may become applicable for the purchase of my flat in view of the divergent views as to applicability of taxation as on date and also for the reason that the final outcome is uncertain. I understand that M/s. Greenwood Estates has the burden of payment of service tax and therefore, I undertake to pay the service tax to you as and when such a liability arises along with interest and penalty, if any.

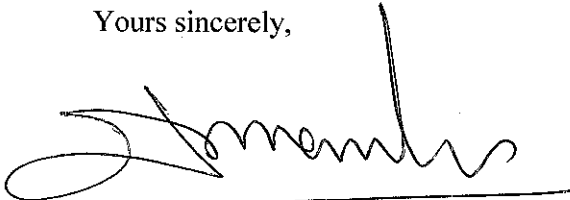
I have as a security against the contingent liability that may arise as a result of clarity/decision in the matter or at the end of the litigation have deposited a sum of **Rs.39,601 /- (Rupees Thirty Nine Thousand Six Hundred and One Only)** as interest free security deposit with you.

In case a liability to pay service tax arises as a consequence mentioned above, I request you to discharge the liability from the security deposit lying with you. I further request you to refund the amount to me in case no service tax liability arises as a result of clarity/decision in the matter or at the end of the litigation

I further agree that the decision to make the payment of service tax along with interest and penalty shall be solely be your privilege. You may at your discretion decide to pay the service tax instead of continuing with the litigation. I shall not raise any objection on this count.

Thank you.

Yours sincerely,



Place: SUNDERABAD

Date: 23 Sep 2012

UNDERTAKING

From;
Lt. Col. Satwinder Singh Manhas
Station Workshop EME, Tirumalgherry,
Secunderabad - 500 015

Date: _____

To,

M/s. Greenwood Estates,
5-4-187/3 & 4,
IInd Floor, Soham Mansion,
M.G. Road,
Secunderabad – 500003

Reference:- Purchase of flat no. A-413 in the project known as Greenwood Residency, situated at Sy. No. 202 to 206, Kowkur, Secunderabad.

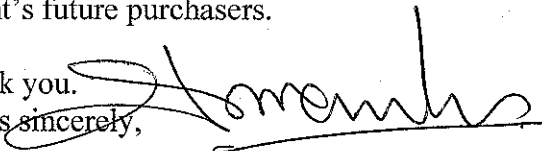
Dear Sir / Madam,

I am aware of the terms and conditions laid down in the agreement of sale, sale deed and rules of the Association with respect to maintaining the high standards of living in the said project. Accordingly, I hereby certify that I shall not:

- (a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same.
- (b) Use the flat for any illegal, immoral, commercial & business purposes.
- (c) Use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the said project.
- (d) Store any explosives, combustible materials or any other materials prohibited under any law.
- (e) Install grills or shutters in the balconies, main door, etc.
- (f) Change the external appearance of the flats.
- (g) Install air conditioners or other appliances that may effect the external appearance of the building.
- (h) Install cloths drying stands or other such devices on the external side of the flats.
- (i) Dry cloths on the external side of the flats that may effect the appearance of the flats.
- (j) To use the corridors or passages or parking area for storage of material.
- (k) Place shoe racks, pots, plants or other such material in the corridors or passages or roads of common use.

I also certify that these conditions shall be imposed on all occupants of the said flat including tenant's future purchasers.

Thank you.
Yours sincerely,


Lt. Col. Satwinder Singh Manhas

Place: SECUNDERABAD

Date: 23 Sep 2013



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C. Maipal Reddy BC 846102

Sl.No. 1576 Date. 07/13 Rs. 100/-

C. MAIPAL REDDY

Sold to Mahender

Licensed Stamp Vendor

S/o.D/o.W/o. Mallesh

Lic.No.16-07-05 of 2013

for whom M/s Greenwood Estates Sec-Bad

H.No.4-5-747, Outbiguda,

Badichowdi, Sultan Bazar,

Near Church, Hyderabad-27.

Mob:8801342343

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 15th day of July 2013 at S.R.O, Vallabh Nagar, Hyderabad by and between:

M/s. GREENWOOD ESTATES, a registered partnership firm, having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad -500 003, represented by its Partners / Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 43 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K. V. S. Reddy aged about 34 years, Occupation: Business, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

AND

1. Lt. Col. Satwinder Singh Manhas, son of Mr. Shri. Karan Singh Manhas, aged 37 years, Occupation: Service.
2. Mrs. Deepika Manhas, wife of Lt. Col. Satwinder Singh Manhas, aged 32 years, both are residing at # Station Workshop EME, Tirumalgherry, Secunderabad - 500, 015., hereinafter referred to as the Buyer. The expression Builder and Buyer shall mean and include his/her/theirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

For Greenwood Estates

For Greenwood Estates

Partner

Partner

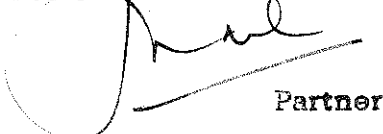
WHEREAS:

- A. The Buyer under a Sale Deed dated 15.07.2013 has purchased a semi-finished apartment flat bearing no. 413 on the fourth floor, in block no. 'A', admeasuring 1230 sft, of super built up area in residential apartments styled as 'Greenwood Residency' forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District (hereinafter after referred to as the Scheduled Apartment). This Sale Deed is registered as document no. / 2013, in the office of the Sub-Registrar, Vallabnagar, Hyderabad. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the Scheduled Apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing flat no. 413 on the fourth floor, in block no. 'A' and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the Scheduled Apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing flat no. 413 on the fourth floor, in block no. 'A', admeasuring 1230 sft. of super built up area and undivided share of land to the extent of 65.88 sq. yds, and a reserved parking space for single car on the stilt floor admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs.8,01,000/-(Rupees Eight Lakhs and One Thousand Only).
2. The Buyer has already paid to the builder the above said amount of Rs. 8,01,000/-(Rupees Eight Lakhs and One Thousand Only) before entering into this agreement, which is admitted and acknowledged by the Builder.
3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 3 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

For Greenwood Estates


Partner

For Greenwood Estates


Seddy
Partner


Deepika

4. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing flat no. 413 on the fourth floor, in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
6. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
7. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
8. The Builder shall complete the construction of the Apartment and handover possession of the same by 10th August 2013 with a further grace period of 6 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
9. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
10. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
11. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.

For Greenwood Estates


Partner

For Greenwood Estates


Seddy
Partner


Deepika

12. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
13. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Greenwood Residency project.
14. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Greenwood Residency project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
15. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
16. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
17. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
18. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
19. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

For Greenwood Estates

Partner

For Greenwood Estates

Partner

20. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
21. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

SCHEDULE 'A'
SCHEDULE OF LAND

ALL THAT PORTION OF THE LAND AREA to the extent of Ac. 6-05 gts., in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, under S.R.O. Vallab Nagar and bounded as under:

North By	Land in Sy. No. 202
South By	Village boundary of Yapral
East By	Land in Sy. No. 202
West By	Land in Sy. No. 207 & 212

SCHEDULE 'B'
SCHEDULE OF APARTMENT

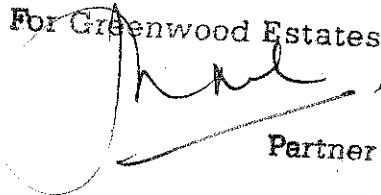
All that portion forming a semi-deluxe apartment bearing flat no. 413 on the fourth floor, in block no. 'A' admeasuring 1230 sft., of super built-up area (i.e., 984 sft. of built-up area & 264 sft. of common area) together with proportionate undivided share of land to the extent of 65.88 sq. yds., and a reserved parking space for single car on the stilt floor admeasuring about 100 sft., in the residential apartment named as "Greenwood Residency", forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

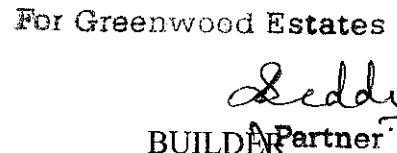
North By	Flat No. 408
South By	Open to Sky & 7' wide corridor
East By	Open to Sky
West By	Open to Sky & 7' wide corridor


IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

- 1.
- 2.

For Greenwood Estates

 Partner

For Greenwood Estates

 BUILDER Partner


 BUYER
 Deepika

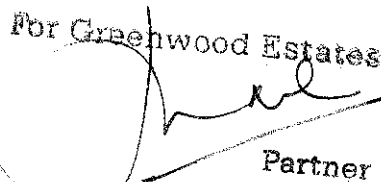
SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION


Item	Semi-Deluxe Flat	Deluxe Flat
Structure	RCC	
Walls	4 ⁷ / ₆ " solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Smooth finish with OBD	
Flooring	Ceramic tiles	Marble slabs
Door frames	Wood (non-teak)	
Doors & hardware	Flush doors with branded hardware Panel main door - polished. Other doors - enamel	Panel doors with branded hardware Panel main door - polished. Other doors - enamel
Electrical	Copper wiring with modular switches	
Windows	Aluminum sliding windows with grills	
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado with bathtub in one bathroom.
Utility room	Separate utility area in each flat	
Sanitary	Branded sanitary ware	
C P fittings	Branded CP Fittings	Superior Branded CP Fittings
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.
Plumbing	GI & PVC pipes	
Lofts	Lofts in each bedroom & kitchen	

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

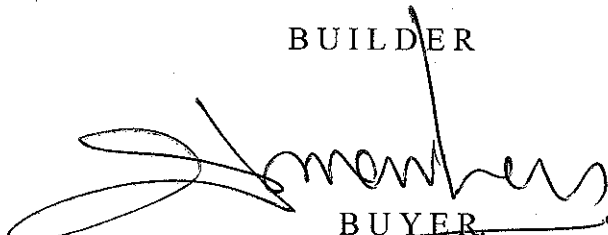
1.

For Greenwood Estates

Partner

For Greenwood Estates

Partner

2.

BUILDER


BUYER
Deepika

REGISTRATION PLAN SHOWING

FLAT NO. 413 IN BLOCK NO. 'A' ON THE FOURTH FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

IN SURVEY NOS. 202, 203, 204, 205 & 206

KOWKUR VILLAGE,

MALKAJGIRI

Mandal, R.R. Dist.

BUILDER: M/S. GREENWOOD ESTATES REPRESENTED BY ITS PARTNERS

1. MR. SOHAM MODI, SON OF SHRI. SATISH MODI

2. MRS. K. SRIDEVI, WIFE OF SHRI. K. V. S. REDDY

BUYER: 1. LT. COL. SATWINDER SINGH MANHAS, SON OF MR. S.H. KARAN SINGH MANHAS

2. MRS. DEEPIKA MANHAS, WIFE OF LT. COL. SATWINDER SINGH MANHAS

REFERENCE:

AREA: 65.88

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

EXCL:

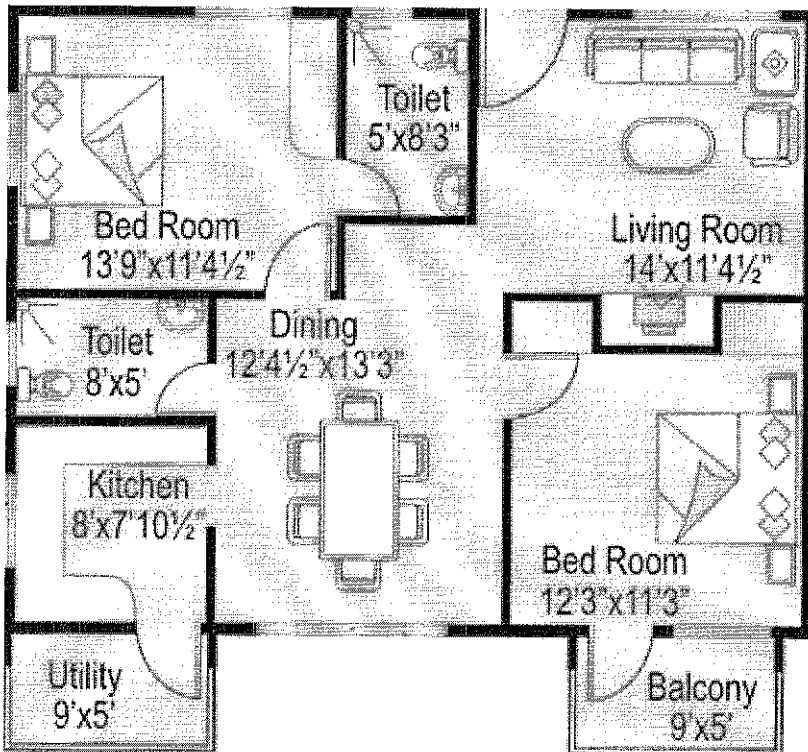
U/S. OUT OF TOTAL: Ac- 6-05Gts.

PLINTH AREA : 1230 Sft.,

Open to Sky & 7' wide corridor

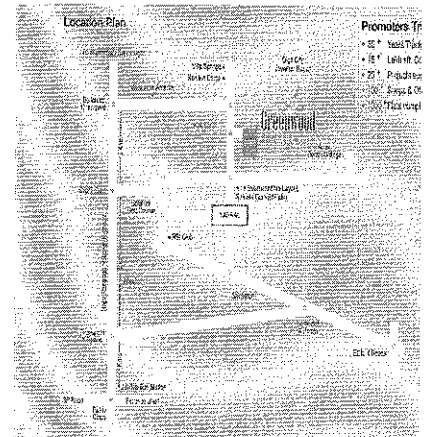


Open to Sky & 7' wide corridor



Flat No. 408

Location Map



Open to Sky

For Greenwood Estates

For Greenwood Estates

[Signature]
Partner

[Signature]
Partner

WITNESSES:

1.

2.

SIG. OF THE BUILDER

[Signature]
SIG. OF THE BUYER
[Signature]