

GREENWOOD ESTATES

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

LETTER OF POSSESSION

Date: 16/03/2013

To,
Maj. Khwaja Sultan Ahmed Khan
A2/702, Netravathi National Games Village,
Koramangala, Bangalore – 560 0478.,

Sub: Letter of Possession for flat no. 322 in block no. C 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: MAJ KSA KHAN

GREENWOOD ESTATES

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

NO DUE CERTIFICATE

To,

Date: 16/03/2013

Maj. Khwaja Sultan Ahmed Khan
A2/702, Netravathi National Games Village,
Koramangala, Bangalore – 560 0478.,

Dear Sir / Madam,

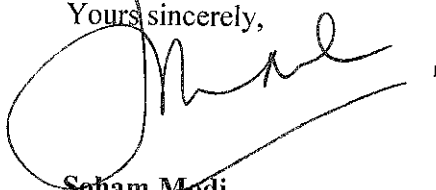
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No.322 in block no.C in our project known as 'Greenwood Residency' at Survey 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:

MAJ KSA KHAN

MEMBERSHIP ENROLMENT FORM

Date: 16/03/2013

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.322 in block no. C 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: MAJ KSA KHAN

Address for correspondence:

A-2/702, NETRAVATI

NGV, KORAMANGALA

BANGALORE - 47

Phone: 9663399552 / 9663277866

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

UNDERTAKING

From,
Maj. Khwaja Sultan Ahmed Khan
A2/702, Netravathi National Games Village,
Koramangala, Bangalore – 560 0478.,

Date: 16/03/2013

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.322, on third floor in Block 'C' 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.1,15,504 /- (Rupees One Lakh Fifteen Thousand Five Hundred and Four 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: Secunderabad

Date: 16/03/2013