



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH  
H. No. 1-4-53/1, Street No. 8/3, Habsiguda, Hyderabad - 500 007  
Purchaser: Santosh Kumar s/o A Shankar, Sec 1  
Soham Alpine Estates

AM 133071  
DUSA SRINIYAS RAO  
S.V.L. No: 23/1998. R. No: 09/2010  
12-11-696, Warasiguda,  
SECUNDERABAD.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 13<sup>th</sup> day of September 2010 at Secunderabad by and between:

M/S. ALPINE 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/duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignees, etc).

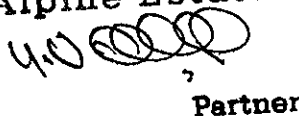
IN FAVOUR OF

Mr. Indra Mohan, son of Mr. D. C. Govil, aged about 69 years, residing at H. No. 1-4-53/1, Street No. 8/3, Habsiguda, Hyderabad - 500 007, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.)

For Alpine Estates

  
Partner

For Alpine Estates

  
Partner



WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, admeasuring Ac. 4-11 Gts., (hereinafter the said land is referred to as "**The SCHEDULE LAND**") having purchased the same by virtue of registered Agreement of Sale cum General Power of Attorney with Possession dated 31.03.2007 bearing document no. 4591/07, duly registered at the office of the Sub-Registrar, Uppal, R.R. District executed in favour of the Vendor by the former owners M/s. Mayflower Heights. The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Mayflower Heights, having purchased the same by virtue of a registered sale deeds dated 16.09.2006 and 23.09.2006 bearing document nos. 15639/06 & 14056/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., (1) Mrs. M. Geetha, W/o. Mr. N. Krishna Rao and (2) Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, both represented by their General Power of Attorney Holder Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing residential apartments consisting of 3 blocks and certain common amenities named as 'MAYFLOWER HEIGHTS'.
- D. The Vendor has obtained the necessary technical approval from HUDA and Kapra Municipality vide permission no. 14013/P4/Plg/H/2006, dated 23/03/2007.
- E. The Buyer is desirous of purchasing apartment no. 201 on the second floor in block no. 'C' in the proposed residential apartment known as MAYFLOWER HEIGHTS and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment.
- F. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Mayflower Heights. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- G. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 41,00,000/- (Rupees Forty One Lakhs Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1244 dated 13<sup>th</sup> April 2010 for the above referred apartment and has paid a booking amount of Rs. 25,000/- to the Vendor.
- I. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

For Alpine Estates

Partner

For Alpine Estates

Partner

Mohan

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Deluxe Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Mayflower Heights, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

**Schedule of Apartment:**

- a) Deluxe Apartment No. 201 on the second floor in block no. 'C' admeasuring 1750 sft of super built up area.
  - b) An undivided share in the Schedule Land to the extent of 87.50 Sq. Yds.
  - c) A reserved parking space for one car on the stilt floor bearing no. C-13, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 41,00,000/- (Rupees Forty One Lakhs only).
  3. That the Buyer has paid an amount of Rs. 25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
  4. The Buyer agrees to pay the balance sale consideration amount of Rs. 40,75,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	Rs. 2,00,000/-	28.04.2010
Installment II	Rs. 10,00,000/-	12.05.2010
Installment III	Rs. 28,75,000/-	15.08.2010

The installments received will be appropriated first towards the consideration for sale of undivided share in land.

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 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 4 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 Alpine Estates**

  
Partner

**For Alpine Estates**

  
Partner

7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date. That in case of delay in payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing to avail a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the cancellation charges shall be Rs. 25,000/-. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 50,000/-.
8. The non-payment of any installments and/or any amounts due by the Buyer to the Vendor as stipulated under this agreement, shall entitle the Vendor to cancel the agreement 'suo-moto', unilaterally without any recourse to the Buyer and the Vendor need not give any prior notice or intimation to the Buyer of such action of cancellation of the Agreement.
9. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.
10. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
11. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
12. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
13. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.

For Alpine Estate

Partner

For Alpine Estates

Partner

14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
15. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
16. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
18. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
19. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
20. That the residential apartment shall always be called 'Mayflower Heights' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 31<sup>st</sup> October 2010, with a further grace period of 6 months.
22. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Vendor shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.

For Alpine Estates



Partner

For Alpine Estates



Partner



23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
24. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
25. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Mayflower Heights Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
26. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building.
27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
28. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
29. That the Buyer shall become a member of the Mayflower Heights Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc. The Buyer shall pay a sum of Rs. 10,000/- & Rs. 15,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.

**For Alpine Estates**


**Partner**

**For Alpine Estates**

**Partner**

30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

For Alpine Estates



Partner

For Alpine Estates



Partner

SCHEDULE 'A'

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-11 Gts., forming part of Sy. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, are bounded as under:

North By	Sy. No. 2/1/2 (road)
South By	Village
East By	Village
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming Apartment No. 201 on the second floor in block no. 'C' admeasuring 1750 sft. of super built-up area (i.e., 1400 sft. of built-up area & 350 sft. of common area) together with proportionate undivided share of land to the extent of 87.50 sq. yds. and reserved parking space for one car bearing no. C-13, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky
South By	Flat no. 202
East By	Open to sky
West By	6' wide corridor & open to sky

WITNESSES:

- 1.
- 2.

**For Alpine Estates**

  
**Partner**

**For Alpine Estates**

  
**Partner**  
**VENDOR**

  
**BUYER**



SCHEDULE 'C'

<b>SPECIFICATIONS</b>		
<b>Item</b>	<b>Deluxe Apartment</b>	<b>Luxury Apartment</b>
Structure	RCC	
Walls	4"/6" solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Smooth finish with OBD	
Flooring	Vitrified tiles	Marble slabs
Door frames	Wood (non-teak)	
Doors & hardware	Panel doors with branded hardware	
Electrical	Copper wiring with modular switches	
Windows	Aluminum sliding windows with grills	
Bathroom	Designer ceramic tiles with 7' dado	Superior designer ceramic tiles with 7' dado with bathtub in one bathroom.
Sanitary	Branded sanitary ware	Branded sanitary ware with counter top basins.
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	
<p>Note:</p> <ol style="list-style-type: none"> <li>1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles &amp; sanitary fittings shall be provided.</li> <li>2. Change of colour or fixing of grills &amp; gates to the main door / balcony shall not be permitted.</li> <li>3. Changes in walls, door positions or other structural changes shall not be permitted.</li> <li>4. Only select alterations shall be permitted at extra cost.</li> <li>5. Specifications / plans subject to change without prior notice.</li> </ol>		

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

- 1.
- 2.

**For Alpine Estates**




**Partner**

**For Alpine Estates**



**Partner**  
**VENDOR**



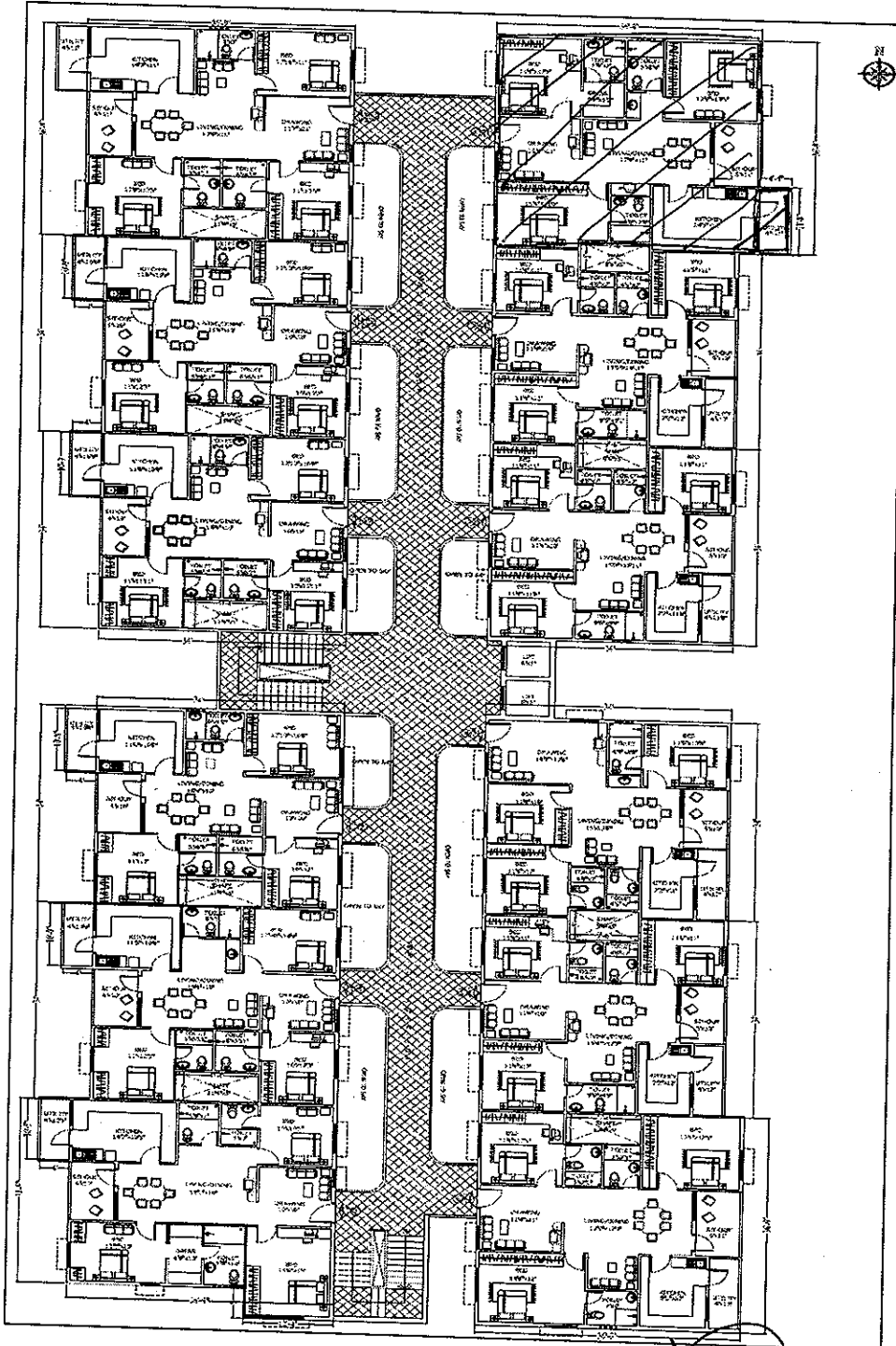
**BUYER**

Plan showing Apartment No. 201 on the second floor in block 'C' of 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad - 500 076.

Vendor: M/s. Alpine Estates  
 Buyer: Mr. Indra Mohan  
 Flat area: 1750 Sft.  
 Undivided share of land: 87.50 Sq.Yds.  
*Car Parking Space*  
 C-13

**Boundaries :**

North by: Open to sky  
 South by: Flat no. 202  
 East by: Open to sky  
 West by: Open to sky & 6' wide corridor



WITNESSES:

- 1.
- 2.

For Alpine Estates

*[Signature]*  
 Partner

For Alpine Estates

*[Signature]*

VENDOR Partner

*[Signature]*

BUYER

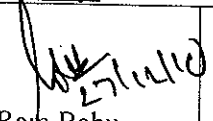



**Authorization form for handing over the possession of Flat in 'Mayflower Heights'**

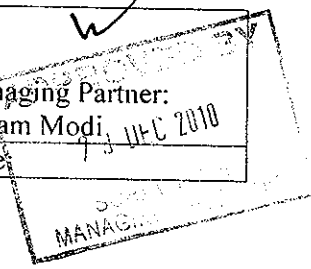
Flat No.	'C' - 201
Name of Buyer	Mr. Indra Mohan

A.	Total sale consideration.	₹1000000 :-
B.	Less: Discount for early payments.	-
C.	Add: Reg. Charges	259750 :-
D.	Add: VAT & Service Tax.	210000 + 105575 :- 116575 :-
E.	Add: Extra Specs Charges (revised)	NIL.
F.	Add: Misc. Charges	2500 :-
G.	Less: Amount paid	4514575 :-
H.	Balance amount Due	<del>22500</del>
I.	Interest Amount	86815
J.	Refund if any	3750
Remarks: Service tax calculated @ 2.575% - corpus fund ₹150000 :- to be collected - maintenance charges @ 1750 :- for 12 months to be collected and M. fee decol. to be collected		
K.	Interest Amount to be charged	nil

	Check List	Yes / No
1.	Buyer has been informed that Maintenance Charges are due from date of completion & not occupation.	
2.	Buyer has signed the Association Membership Form.	
3.	No Due Certificate signed	
4.	6 PDC for Maintenance Charges collected	
5.	Corpus fund ( amount Rs. _____ ) collected	

Authorized by:

 G. B. Ram Babu	 Accounts.	 Samba Siva Rao	 Managing Partner:
Date: _____	Date: 28/12/10	Date: 28/12/10	Date: 7 DEC 2010



Note: Interest not finalized.

₹. 105575 /  
Make PD

Interest calculation for delayed payments.						
Project Name	Alpine Estates					
Flat no.	C-201					
Customer Name	Indra Mohan					
Booked by						
Prepared by	Vineela					
Date	27.12.2010					
Sign						
Interest rate	18 % p.a.					
Date	Instal / Payment	Remarks	Days	Principal	Interest	Balance
14-Apr-10	25000	Booking Amount	-	-	-	25,000
14-Apr-10	(25000)	Booking Amount	-	25,000	-	-
28-Apr-10	200000	1st Installment	14	-	-	200,000
12-May-10	1000000	2nd Installment	14	200,000	1,381	1,200,000
05-Aug-10	(1200000)	Payment Received	85	1,200,000	50,301	-
15-Aug-10	2875000	3rd Installment	10	-	-	2,875,000
01-Sep-10	(2000000)	Payment Received	17	2,875,000	24,103	875,000
23-Sep-10	(300000)	Payment Received	22	875,000	9,493	575,000
07-Oct-10	(300000)	Payment Received	14	575,000	3,970	275,000
27-Oct-10	(275000)	Payment Received	20	275,000	2,712	-
08-Nov-10	(414575)	Payment Received	12	-	-	(414,575)
20-Nov-10	400	Extra Specs	12	(414,575)	(2,453)	(414,175)
24-Nov-10	259750	Registration Charges	4	(414,175)	(817)	(154,425)
24-Nov-10	2000	Misc. Exp.	-	(154,425)	-	(152,425)
24-Nov-10	2000	Reg. Exp.	-	(152,425)	-	(150,425)
24-Nov-10	200	EC Exp.	-	(150,425)	-	(150,225)
29-Nov-10	300	Stamp Papers	5	(150,225)	(370)	(149,925)
29-Nov-10	41000	Vat	-	(149,925)	-	(108,925)
27-Dec-10	108925	amount refundable	28	(108,925)	(1,504)	-
	-			Approx Interest Payable	86,815	
Note:						
Column A, B & C: Enter Installemnts & payments received						
Column B: Enter receivables as positive amounts & payments received as negative amounts.						
Cloumns D to G: Do not change.						
Sort columns A , B & C in accending order.						
Calculate sum of Installments / Payments & Interest						

*Waise*

*h*

**APPROVED**

**29 DEC 2010**

**SOHAM MODI**  
**MANAGING DIRECTOR**

## Mayflower Heights

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:28/12/2010 - Time :11:31

1 Of 2

### Flat History Document

Block No C  
Flat No 201

Buyer Name And Address	
Indra Mohan	
1-4-53/1, Street No. 8/3, Habsiguda, Hyderabad - 500 007	
Phone :	
Occupation :	Retired Scientist-NGRI
Flat Owner :	Mayflower Heights

Sold	Area	Bkg Date	Booked by	App Made	HL Approved	Pre HL Info	Pay Scheme	Parking
Yes	1750	13-04-10	Jagdish Kaniaya	No	No	No	QIS	C13
HL Req	HL Apr	Release	From			Sale Completed		
0	0	No				No		
NOC / OCR	Doc Complete	Reg Done	Agr Executed	Agr Date	Flat Type			
No	No	No	No					
Sale Amount	Other Amount	Total Amount	Total Receipts	Balance				
4100000	305250	4405250	4514575	-109325				

\* \* \* \* \*

### Payment Terms

Date	Description	Amount	ChqNo / Taken	Paid / Work
14/04/2010	Booking Amount	25,000	CASH	Yes
28/04/2010	1st Installment	200,000		Yes
12/05/2010	2nd Installment	1,000,000	Recd 2 lacs	Yes
15/08/2010	3rd Installment	2,875,000	Recd 25.75 lacs	Yes

\* \* \* \* \*

### Other Payments

Date	Description	Amount	ChqNo / Taken	Paid / Work
24/11/2010	Registration Charges	259,750	.	No
24/11/2010	Misc. Exp.	2,000	.	No
24/11/2010	Reg. Exp.	2,000	.	No
24/11/2010	EC Exp.	200	.	No
29/11/2010	Stamp Papers	300	.	No
29/11/2010	Vat	41,000	.	No

\* \* \* \* \*

### Receipts

Date	Description	Amount	ChqNo / Taken	Paid / Work
14/04/2010	Booking Amount	25,000	CASH	Yes
05/08/2010	Payment Received	1,200,000	802101	Yes
01/09/2010	Payment Received	2,000,000	802102	Yes
23/09/2010	Payment Received	300,000	802105	Yes
07/10/2010	Payment Received	300,000	802109	Yes
27/10/2010	Payment Received	275,000	802112	Yes
08/11/2010	Payment Received	414,575	802116	Yes

\* \* \* \* \*

### Remarks

Date	Description	Amount	ChqNo / Taken	Paid / Work
14/04/2010	1. Discount Rs. 384/- per sft. 2. 1st installment will be paid along with 2nd installment	0	Jagdish Kaniaya	Yes
14/04/2010	1. Booked under PPT No. 174 2. Delux 3. Installment Scheme	0	Jagdish	Yes

**Mayflower Heights**

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:28/12/2010 - Time :11:31

4. Regn, VAT, ST as applicable

Kaniaya

2 Of 2

\* \* \* \* \*

**Alpine Estates**  
# 5-4-187/3 & 4, II Floor,  
Soham Mansion, M.G. Road,  
Secunderabad - 500 003.

**C-201 Indra Mohan**  
Ledger Account

1-Apr-2010 to 28-Dec-2010

Date	Particulars	Cheque No	Vch Type	Vch No.	Narration	Debit	Page 1 Credit
15-4-2010	By Cash		Receipt	4	Being cash received from Indra Mohan C-201, rt.No. 2632		25,000.00
5-8-2010	By HDFC Bank	802101	Bank Receipt	BR\1	Ch. No. :802101, Being ch received from C-201 Rt.No. 2995		12,00,000.00
1-9-2010	By HDFC Bank	802102	Bank Receipt	BR\1	Ch. No. :802102, Being ch received from C-201, Rt.No. 2994		20,00,000.00
23-9-2010	By HDFC Bank	802105	Bank Receipt	BR\1	Ch. No. :802105, Being ch received from C-201, Rt.No. 3018		3,00,000.00
2010	By HDFC Bank	802109	Bank Receipt	BR\2	Ch. No. :802109, Being ch received from C-201, Rt.No. 2645		3,00,000.00
27-10-2010	By HDFC Bank	802112	Bank Receipt	BR\1	Ch. No. :802112, Being ch received from C-201, Rt.no. 3047		2,75,000.00
8-11-2010	To HDFC Bank	045034	Bank Payment	BP\2	Ch. No. :045034, Being ch issued to CTO/Keesara for VAT	41,000.00	
	By HDFC Bank	802116	Bank Receipt	BR\5	Ch. No. :802116, Being ch received from C-201, Rt.No. 3059		4,14,575.00
24-11-2010	To Prabhakar Reddy Petty Cash on A/c		Journal	JV\3	Being registration charges for C-201	2,59,750.00	
25-11-2010	To Cash		Cash Payment	CP\8	Being cash paid to SRO Kapra towards reg doc exp for C-201	2,000.00	
	To Cash		Cash Payment	CP\9	Being cash paid to SRO Kapra towards reg misc exp for C-201	2,000.00	
	To Cash		Cash Payment	CP\10	Being cash paid to SRO EC Kapra towards EC exp for C-201	200.00	
29-11-2010	To Legal Expenses		Journal	JV\2	Being amount debited towards stamp papers for reg. & electricity meter transfers	300.00	
2010	To Sales		Journal	JV\1	Being sales declared during the year	41,00,000.00	
	To Closing Balance					44,05,250.00	45,14,575.00
						1,09,325.00	
						45,14,575.00	45,14,575.00

Let: ST 105575  
Refundable 3750

# ALPINE ESTATES

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

Date: 22.01.2011

To,  
Mr. Indra Mohan / Mr. Deepak Mohan / Ms. Divya Mohan,  
H. No. 1-4-53/1,  
Street No. 8/3,  
Habsiguda,  
Hyderabad.

Dear Sir,

Please find herewith the enclosed original registered documents of your flat nos. 201, 202 and 204 in Block no. 'C' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076, for your perusal.

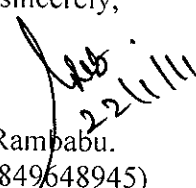
The original documents are as follows:

1. Original registered Sale Deed of flat no. C-201 bearing no. 2971/2010 dated 12.11.2010.
2. Original registered Sale Deed of flat no. C-202 bearing no. 2969/2010 dated 12.11.2010
3. Original registered Sale Deed of flat no. C-204 bearing no. 2970/2010 dated 12.11.2010
4. Original registered Agreement for Construction of flat no. C-201 bearing no. 2972/2010 dated 12.11.2010
5. Original receipt of flat no. C-201 bearing no. 2081 dated 12.11.2010 issued Sub-Registrar, Kapra.
6. Original receipt of flat no. C-202 bearing no. 2078 dated 12.11.2010 issued Sub-Registrar, Kapra.
7. Original receipt of flat no. C-204 bearing no. 2080 dated 12.11.2010 issued Sub-Registrar, Kapra.

Kindly acknowledge the receipt of the above documents.

Thank You.

Yours sincerely,

  
G. B. Rambabu.  
(+91 9849648945)  
Sr. Manager,  
Customer Relations.

*Received original documents.*  
*Divya Mohan.*  
*22.01.11.*



# ALPINE ESTATES

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

## LETTER OF POSSESSION

Date: 8.1.2011

To,

Mr. Indra Mohan  
H. No. 1-4-53/1,  
Street No. 8/3, Habsiguda,  
Hyderabad - 500 007

Sub: Letter of Possession for Flat No. 201 in block no. 'C' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076.

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.

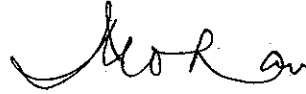
You shall become a member of 'Mayflower Heights Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,



Authorised Signatory.  
(SOHAM MODI)



# ALPINE ESTATES

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

## NO DUE CERTIFICATE

To,

Date: 8.1.2011

Mr. Indra Mohan  
H. No. 1-4-53/1,  
Street No. 8/3, Habsiguda,  
Hyderabad - 500 007  
Dear Sir / Madam,

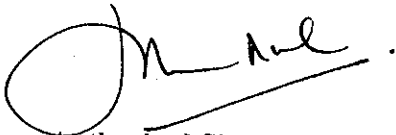
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No.201 in block no.C in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad -500 076.

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,



Authorised Signatory.  
(SOHAM MODI)

Accepted & confirmed:

Signature: 

Name: Mr. Indra Mohan

MEMBERSHIP ENROLMENT FORM

To,  
The President,  
Mayflower Heights Owner's Association,  
Premises No. 3-3-27/1,  
Mallapur,  
Hyderabad.

Date: 8.1.2011

Dear Sir,

I am the owner of Flat No.201 in block no. 'C' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076. I request you to enroll me as a member of the 'Mayflower Heights Owners 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 on the same.

I undertake to make a declaration, giving details of the proposed occupier of my flat, in case my flat is being given for occupation to a third party under lease / license or by other understandings, as per prescribed format. I shall obtain an NOC from the Association before giving occupation to a third party.

Thank You.

Yours faithfully,

Signature: Mr. Indra Mohan

Name: Mr. Indra Mohan

Address for correspondence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Enclosed: Copy of ownership documents.

---

For Office Use Only

Receipt no. & date: \_\_\_\_\_

Sale Deed doc. no. & date: \_\_\_\_\_

Occupant Details - Declaration Form

From,

Date: 8-1-2011

Name: Mr. Indra Mohan,  
Address: H. No. 1-4-53/1,  
Street No. 8/3, Habsiguda,  
Hyderabad - 500 007  
Phone:

To,  
The Secretary,  
Mayflower Heights Owners Association,

Dear Sir / Madam,

Sub.: Occupant details- Declaration for proposed occupant of Flat no.201 Block no.'C',  
Mayflower Heights, Mallapur, Hyderabad.

I am the member of Mayflower Heights Owners Association and the owner of the above referred flat. I propose to give on occupation the above referred flat to a third party. The details of the proposed occupier are enclosed herein.

I hereby declare that the facts enclosed herein are true to the best of my knowledge and that the byelaws of the Association shall be applicable to the occupants of the flat. I declare that I shall be liable to pay maintenance charges and other charges, in case of any default in payment of the same by the proposed occupier. I confirm that the said flat shall be utilized for residential purposes only and shall not be used for commercial or illegal activities. I further declare that the occupant is a person of good repute and social standing.

I request you to issue a no objection certificate (NOC) for the proposed occupation within 7 days of receipt of this letter.

Thank You.

Yours sincerely,

Sign: 

Declaration by proposed occupant.

I hereby declare that I shall abide by the byelaws of Mayflower Heights Owners Association and shall use the premises for residential purposes only and shall not use it for any other commercial or illegal activity.

Name: Mr. Indra Mohan

Sign: 

Date: 8-1-2011

Occupant Details - Declaration Form

Flat No./Block No.		201 - 'C'		Please paste a passport size photo of occupier here	
Name of owner / member		Mr. Indra Mohan			
Nature of occupation		On rent / lease/ leave & license other:			
Name of the principal occupant / head of house hold		INDRA MOHAN.			
Age	69y <sup>6</sup>	Sex	M.		
Occupation	RETIRED SCIENTIST				
Permanent address	C-201, May Flowers Heights, Mallapur, Hyderabad 500076				
Company	—				
Designation	—				
Company address	—				
Mobile No.	Home phone	Work phone	Email		
9849518504	27171032	—	mohanindra@rediffmail.com		
	Name of other occupants (maximum 8 occupants)	Age	Sex	Occupation	Relation with principal occupant
1.	INDRA MOHAN	69	M	Retired	Self
2.	Mrs. USHA MOHAN	63	F	House wife	wife.
3.	MISS. DIVYA MOHAN	38	F	Executive	Daughter
4.	Lt. Col. Deepak Mohan	35	M	Indian Army	Son
5.	Mrs. Namrata Mohan	33	F	House wife	Daughter-in-Law
6.	Baby Diya	3	F	—	Grand daughter
7.	—	—	—	—	—
Names of occupants who shall be permitted to use common amenities like club house & swimming pool. (maximum 6 nos)		1	4		
		2	5		
		3	6		

Sign of Member / owner	Date	Sign of principal occupant.	Date
<i>Mohan</i>	8-1-2011	<i>Mohan</i>	8-1-2011

UNDERTAKING

From,  
Mr. Indra Mohan  
H. No. 1-4-53/1  
Street No. 8/3  
Habsiguda  
Hyderabad - 500 007

Date:28.12.2010

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

Sub.: Undertaking for payment of service tax along with interest and penalty.  
Ref.: Booking for flat No. 201, on second floor in Block 'C' in the project known as 'Mayflower Heights' situated at Sy. No. 3-3-27/1, Mallapur, Hyderabad.

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. Alpine 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.
- 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.

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 not pay the service tax 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 Alpine 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 request you to not make any payment towards service tax for the transaction between us till there is a final conclusion/decision in this regard.

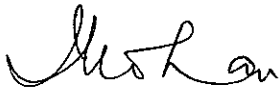
I have as a security against the contingent liability that may arise as a result of clarity/decision in the matter or at the end of the litigation have deposited a sum of **Rs. 1,05,575/- (Rupees One Lakh Five Thousand Five Hundred and Seventy Five Only)** as interest free security deposit with you.

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: Hyderabad  
Date: 8-1-2011