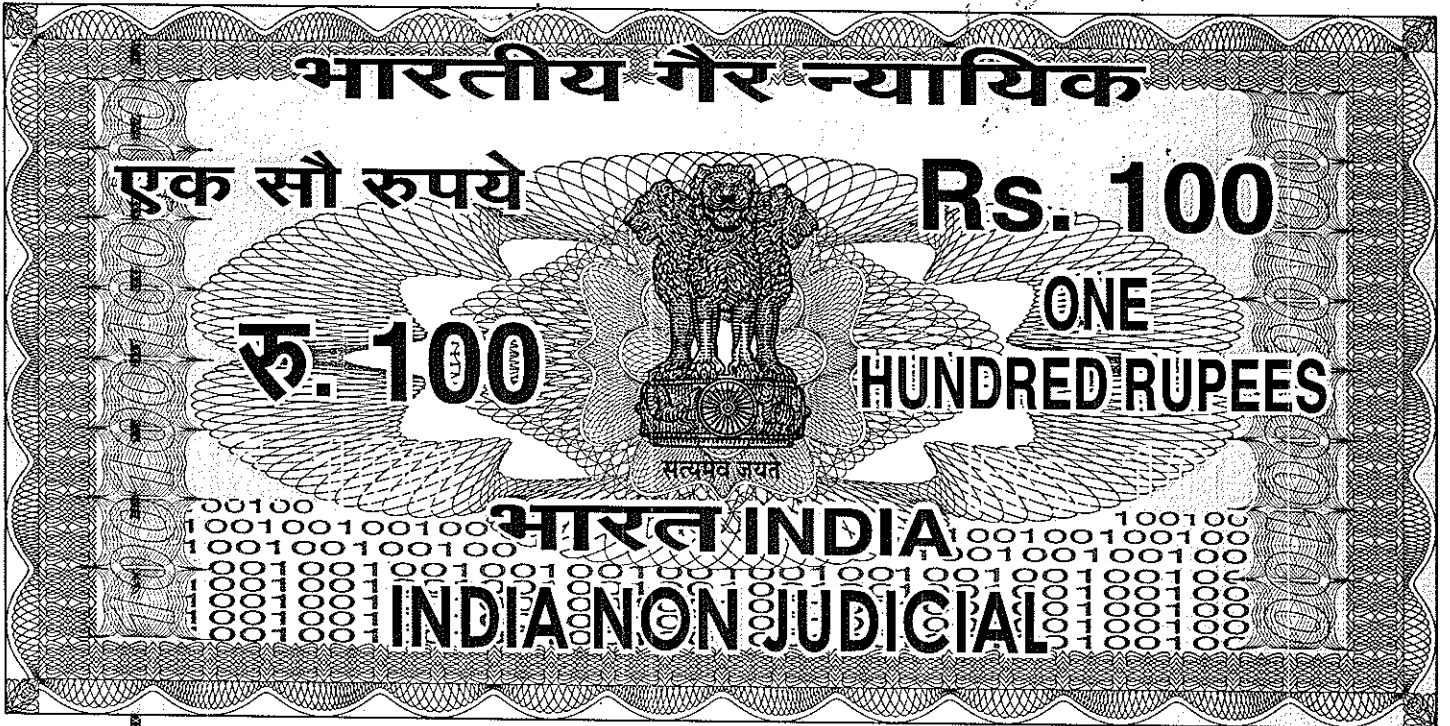


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**U. MASTANA**

S.V.L. No. 09/2009

H.No. 8-3-228/678/209

YOUSUFGUDA, HYDERABAD

S.No. 2222 Date 03/12/2009 No. 1001 -  
 Name : Anil Kumar  
 S/o. W/o. D/o. Narsing Rao  
 For Whom : Alpine Estates.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 18<sup>th</sup> day of March 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



1. Mr. R. Raghu Kishore, son of Mr. R. Vijay Kumar, aged about 27 years,  
 2. Mr. R. Vijay Kumar, son of Mr. Krishna Murthy, aged about 51 years, residing at G-3-A, Surya Towers, Bhavani Nagar, Malkajgiri, Hyderabad - 500 047, 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

For Alpine Estates

  
 Partner

  
 Partner

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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. 412 on the fourth floor in block no. 'A' 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. 39,05,000/- (Rupees Thirty Nine Lakhs Five Thousand Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1241 dated 16<sup>th</sup> March 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

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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Luxury 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) Luxury Apartment No. 412 on the fourth floor in block no. 'A' admeasuring 1460 sft of super built up area.
  - b) An undivided share in the Schedule Land to the extent of 73.00 Sq. Yds.
  - c) A reserved parking space for one car on the stilt floor bearing no. A 72, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 39,05,000/- (Rupees Thirty Nine Lakhs Five Thousand 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. 38,80,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	31.03.2010
Installment II	2,80,000/-	30.04.2010
Installment III	19,20,000/-	15.05.2010
Installment IV	4,80,000/-	15.06.2010
Installment V	8,00,000/-	Bal HL amount to be paid on completion of flooring, bathroom tiles, doors, windows & 1 <sup>st</sup> coat of paint
Installment VI	2,00,000/-	On Completion.

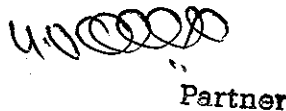
The installments received will be appropriated first towards the consideration for sale of undivided share in land.

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.

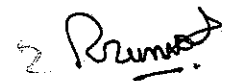
For Alpine Estates

  
Partner

For Alpine Estates

  
Partner



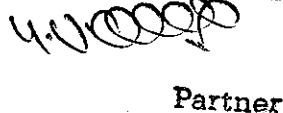


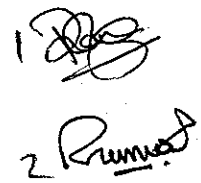

7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date. 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 Estates

  
Partner

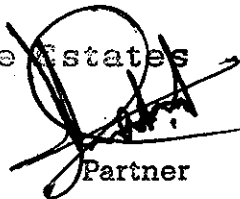
For Alpine Estates

  
Partner

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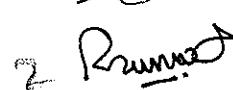
14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter 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 \_\_\_\_\_, 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

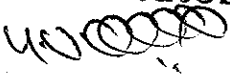
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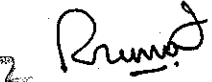
  
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23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations 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.


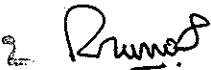
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 Partner

For Alpine Estates  
  
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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.
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 For Alpine Estates  
 Partner  
 Partner

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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. 412 on the fourth floor in block no. 'A' admeasuring 1460 sft. of super built-up area (i.e., 292 sft. of built-up area & 1168 sft. of common area) together with proportionate undivided share of land to the extent of 73.00 sq. yds. and reserved parking space for one car bearing no. A 72, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 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. 413 & Open to sky
East By	Open to sky
West By	6' wide corridor & Open to sky

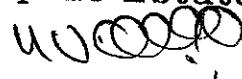
WITNESSES:


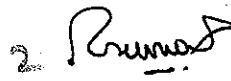
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For Alpine Estates

  
Partner

For Alpine Estates

  
Partner  
VENDOR

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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:

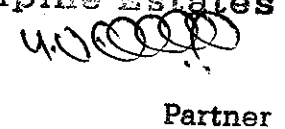
WITNESSES:

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For Alpine Estates

  
Partner

For Alpine Estates

  
Partner

2.

VENDOR

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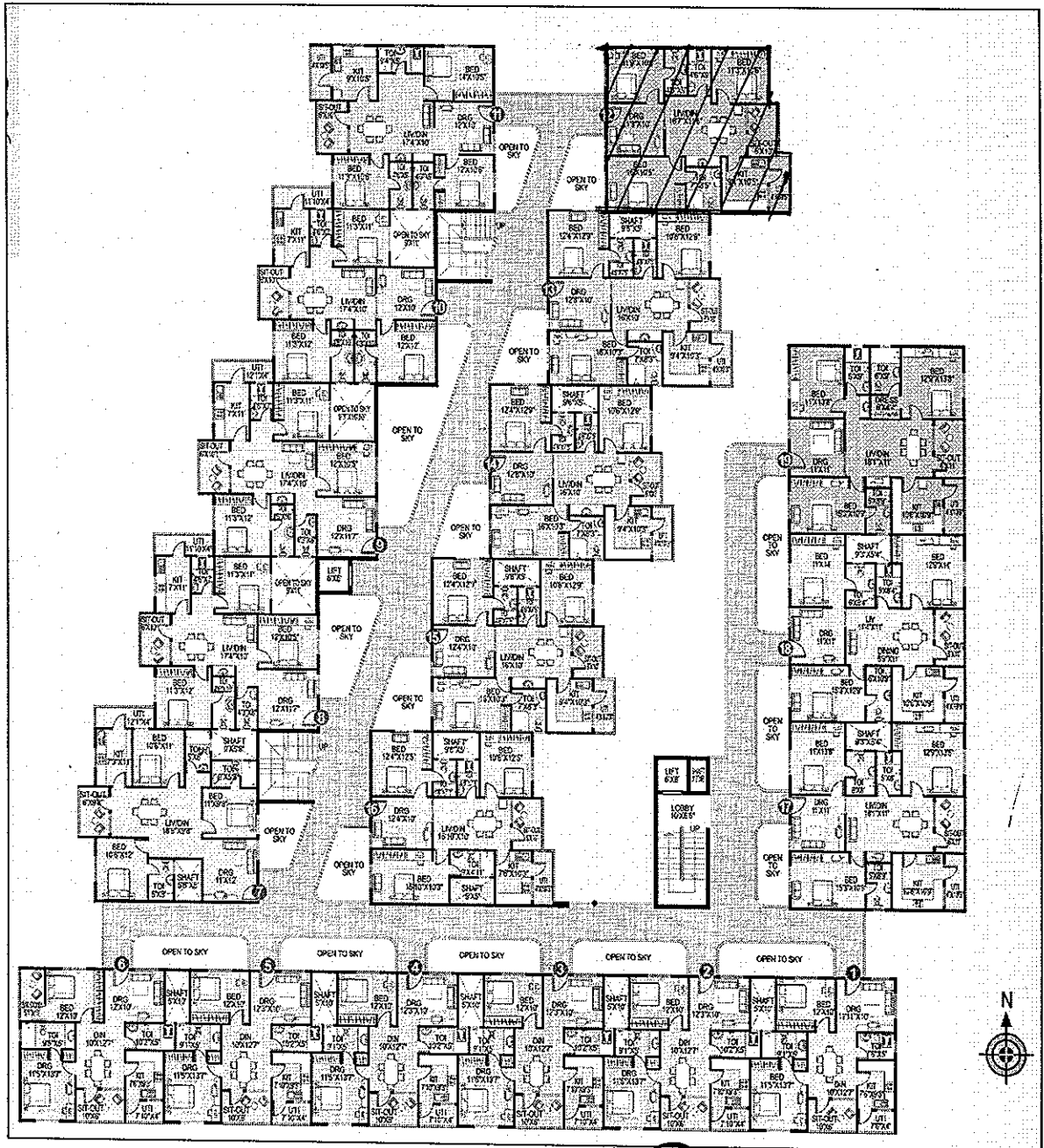
BUYER

Plan showing Apartment No. 412 on the fourth floor in block 'A' of 'May Flower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad – 500 076.

Vendor: M/s. Alpine Estates  
 Buyer: 1. Mr. R. Raghu Kishore  
 2. Mr. R. Vijay Kumar  
 Flat area: 1460 Sft.  
 Undivided share of land: 73.00 Sq.Yds.

**Boundaries :**

North by: Open to sky  
 South by: Flat No. 413 & Open to sky  
 East by: Open to sky  
 West by: 6' wide corridor & Open to sky



WITNESSES:

- 1.
- 2.

For Alpine Estates For Alpine Estates

*[Handwritten Signature]*  
 Partner

*[Handwritten Signature]*  
 VENDOR Partner

*[Handwritten Signature]*

*[Handwritten Signature]*  
 BUYER

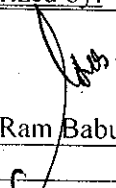
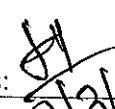
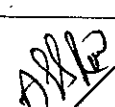

**Authorization form for handing over the possession of Flat in 'Mayflower Heights'**

Flat No.	A-412
Name of Buyer	Mr.R.Raghu Kishore&R.Vijay kumar

A.	Total sale consideration.	3905000 :- ✓
B.	Less: Discount for on time payments.	-
C.	Less: Other discounts	-
D.	Add: Reg. Charges	✓ 105050 :- ✓
E.	Add: VAT	✓ 39050 :- ✓
F.	Add: Service Tax.	✓ 100554 :- ✓
G.	Add: Extra Specs Charges (revised)	✓ - 35946 :- ✓
H.	Add: Misc. Charges	<del>7200</del> (4500) ✓ 7200 ✓ 7,243/-
I.	Less: Amount paid	4081290 :- ✓
J.	Add: Interest Amount to be charged	- nil -
K.	Balance amount Due → 39,611/- ✓	(36856) 39,611 ✓ 39,611=00
L.	Refund if any	
Remarks: Service tax calculated @ 2.575% on I.C. - 100554 :- ✓ - Nil charge @ 12.5% :- ✓ wife. 3111		
M.	Interest Amount as calculated	24580 :- ✓
N.	Service Tax paid to department	- ✓
O.	Service Tax security deposit to be collected	100,554 ✓
P.	Maintenance charges due from	

	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.	Buyer has signed Electricity Transfer form & Affidavit on stamp paper	
6.	Service Tax Undertaking collected	

Authorized by:

 G. B. Ram Babu	Accounts:  Date: 2/3/11	 Samba Siva Rao Date: 28/2/11	 Date: MAR: 2011
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- Note: 1. Update Sale Completed as 'Yes' in the database.  
2. Give a copy of Owners Association rule to the buyer.

FD - 1,00,554/-

# ALPINE ESTATES

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

## LETTER OF POSSESSION

To,

Date: 12.3.11

Mr. R. Raghu Kishore & Mr. R. Vijay Kumar  
G-3-A, Surya Towers,  
Bhavani Nagar,  
Malkajgiri, Hyderabad - 500 047.

Sub: Letter of Possession for flat no. 412 in block no. 'A' in our project known as 'Mayflower Heights' at Premises no. 3-3-27/1, Mallapur, Hyderabad – 500 076.

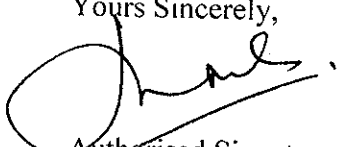
Dear Sir / Madam,

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

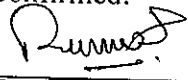
You shall become a member of 'Mayflower Heights Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,

  
Authorised Signatory.  
(SOHAM MODI)

Accepted & confirmed:

Signature: 

Name: R. Vijay Kumar

Interest calculation for delayed payments.

Project Name Alpine Estates  
 Flat / Plot no. A-412  
 Customer Name Mr. R. Raghu Kishore  
 Booked by Karunakar  
 Prepared by vineela  
 Date 26.02.2011  
 Sign  
 Interest rate 18% p.a.

Date	Instal / Payment	Remarks	Days	Principal	Interest	Balance
16-Mar-10	25000	Booking Amount	-	-	-	25,000
17-Mar-10	(25000)	Payment Received	1	25,000	12	-
31-Mar-10	200000	1st Instalment	14	-	-	200,000
31-Mar-10	(200000)	Payment Received	-	200,000	-	-
07-Apr-10	39050	VAT	7	-	-	39,050
08-Apr-10	(281290)	Payment Received	1	39,050	19	(242,240)
13-Apr-10	2000	Misc Expenses	5	(242,240)	(597)	(240,240)
13-Apr-10	2000	Documentation Expenses	-	(240,240)	-	(238,240)
13-Apr-10	200	EC	-	(238,240)	-	(238,040)
15-Apr-10	(1000000)	Payment Received	2	(238,040)	(235)	(1,238,040)
16-Apr-10	105050	Registration Expenses	1	(1,238,040)	(611)	(1,132,990)
30-Apr-10	280000	2nd Installment	14	(1,132,990)	(7,822)	(852,990)
15-May-10	1920000	3rd Installment	15	(852,990)	(6,310)	1,067,010
18-May-10	(920000)	Payment Received	3	1,067,010	1,579	147,010
15-Jun-10	480000	4th Installment	28	147,010	2,030	627,010
18-Jun-10	(480000)	Payment Received	3	627,010	928	147,010
09-Oct-10	(500000)	Payment Received	113	147,010	8,192	(352,990)
12-Oct-10	800000	Bal HL amt to be pd on co	3	(352,990)	(522)	447,010
11-Jan-11	(35996)	Extra Specs	91	447,010	20,060	411,014
21-Feb-11	(675000)	Payment Received	41	411,014	8,310	(263,986)
24-Feb-11	200000	On completion	3	(263,986)	(391)	(63,986)
26-Feb-11	63986	amount refundable	2	(63,986)	(63)	-

Approx Interest Payable

24,580

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

*waived*

*ml*

APPROVED BY  
 - 2 MAR 2011  
 SOHAM MODI  
 MANAGING DIRECTOR

# ALPINE ESTATES

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

## NO DUE CERTIFICATE

To,

Date: 12/8/11

Mr. R. Raghu Kishore & Mr. R. Vijay Kumar  
G-3-A, Surya Towers,  
Bhavani Nagar,  
Malkajgiri, Hyderabad - 500 047

Dear Sir / Madam,

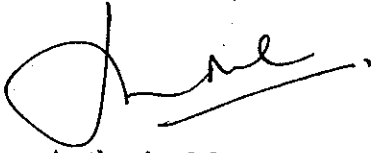
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No.412 in block no.A in our project known as 'Mayflower Heights' at Premises 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:

MEMBERSHIP ENROLMENT FORM

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

Date: 2/3/11

Dear Sir,

I am the owner of Flat No.412 in block no. 'A' 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: \_\_\_\_\_



Name: Mr. R. Raghu Kishore & Mr. R. Vijay Kumar

Address for correspondence:

G-3-A, Surya Towers,  
Bhavani Nagar,  
Malkajgiri, Hyderabad - 500 047

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

Enclosed: Copy of ownership documents.

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For Office Use Only

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

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

UNDERTAKING

From,  
Mr. R. Raghu Kishore & Mr. R. Vijay Kumar  
G-3-A, Surya Towers,  
Bhavani Nagar,  
Malkajgiri, Hyderabad - 500 047

Date: 2/3/11

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

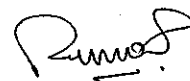
Sub.: Undertaking for payment of service tax along with interest and penalty.  
Ref.: Booking for flat No. 412; on fourth floor in Block 'A' in the project known as  
'MAYFLOWER HEIGHTS' situated at premises no. 3-3-27/1, Mallapur Village, Uppal  
Mandal, R.R. District

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 ESATES 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 ESATES 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. 1,00,554/- (Rupees One lakh Five Hundred and Fifty 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: Hydrabad  
Date: 2.3.11