

UNDERTAKING

Date: 03/02/2017

From,
Mr. Eaga Kiran Kumar
H. No. 7-13/60/A, New Raghavendra Nagar,
Nacharam, Hyderabad - 500 076

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

Sub.: Undertaking for payment of service tax & VAT.

Ref.: Booking for flat no. 802, on eighth floor in block 'B' in the project known as 'Mayflower Grande' situated at Survey no. 2/1/1, 183, 184, 190 & 191, Mallapur, Uppal, Ranga Reddy District.

Dear Sir,

I have booked the above referred flat / villa and in that regard documents like booking form, Agreement of Sale, Sale Deed, Construction Agreement etc., were executed. As per the terms agreed between us, I have agreed to pay the VAT & service tax that is leviable or may become leviable for the purchase of the said flat / villa.

Service tax & VAT are applicable for the transaction between Builder/ Developer and Purchaser. However, the applicability of the rules is not clear. I have been informed about the divergent views regarding the applicability of service tax & VAT for the flat / villa purchased by me.

I am also aware that the Builder is liable to collect VAT & service tax from its prospective purchasers and remit the same to government from time to time. I am also aware that service tax and VAT are paid on monthly/quarterly basis on the composite transactions of the Builder for a given period after claiming credit for items like CENVAT, input credit for materials, etc. (if any).

I have also been informed that the Builder can only provide proof of payment of VAT / service tax that is paid periodically and proof of payment for a individual unit cannot be given.

Liability towards VAT & service tax has been estimated for my transaction based on our present understanding of the applicability of the rules. The amount paid by me as per the estimate may be held as deposit with you.

I request you to pay VAT & service tax, from time to time, as you may deem fit, that is applicable or may become applicable for the purchase of my flat /villa in light of the divergent views as to applicability of taxation as on date and also for the reason that the final outcome is uncertain.


S. Santhosh Kumar

In case a liability to pay service tax and VAT arises as a consequence mentioned above, I request you to discharge the liability from the deposit lying with you. I further request you to refund the amount (balance – if any) to me in case of change in the estimated liability towards VAT & service tax as a result of final clarity/decision in the matter or at the end of the litigation in relation to the above.

I further agree that the decision to make the payment of service tax and VAT (in part or full) along with interest and penalty shall solely be your privilege. You may at your discretion decide to pay the service tax and VAT instead of continuing with the litigation. I shall not raise any objections on any count referred above.

Thank you.

Yours sincerely,


(S. Santosh Kumar)

Place: _____.

Date: _____



Site Office: sy. No. 191, Mallapur Main Road,
Hyderabad - 500 076. Ph: +91-406527 2342.
Owned & Developed by: B & C ESTATES



MODI
PROPERTIES &
INVESTMENTS PVT. LTD.

Head Office: 5-4-187/3&4, II Floor, M.G. Road,
Secunderabad - 500 003.
Phone : +91-40-66335551
Email: info@modiproperties.com
www.modiproperties.com

LETTER OF POSSESSION

Date: 03/02/2017

To,
Mr. Eaga Kiran Kumar
H. No. 7-13/60/A, New Raghavendra Nagar,
Nacharam, Hyderabad - 500 076

Sub: Letter of Possession for flat no. 802 on the eighth floor in block no. 'B' of Mayflower Grande at Survey no. 2/1/1, 183, 184, 190 & 191, situated at Mallapur village, Uppal Mandal, Ranga Reddy District.

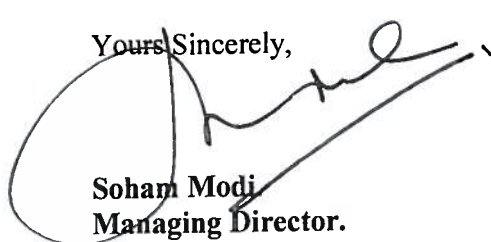
Dear Sir / Madam,

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 Grande Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,


Soham Modi
Managing Director.

Accepted & confirmed:

Signature: 

Name: S. Senthosh Kumar

Date: _____

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

Flat No.	B-802
Name of Buyer	Mr. Eaga Kiran Kumar

A.	Total sale consideration.	Rs. 37,91,350/-
B.	Less: Discount for on time payments.	Rs. 57,500/- <i>SUBJECT TO MD - APPROVED</i>
C.	Less: Other discounts	Rs. nil
D.	Add: Reg. Charges	Rs. 2,27,520/- + 3,791/- (0.1% mutation charges)
E.	Add: VAT	Rs. 47,392/-
F.	Add: Service Tax	Rs. 1,61,530/- + 194/-
G.	Add: Extra Specs Charges	Rs. Nil
H.	Add: Misc. Charges	Rs. 5,080/- + 25,000/- (c fund) + 6,950/- (maint charges + m fee)
I.	Less: Amount paid	Rs. 42,45,125/-
J.	Balance amount Due	Rs.
K.	Refund	☒ Yes ☐ No Rs. 33,818/-
L.	Interest Payable	☐ Yes ☐ No Rs. 7743/- <i>not finalised</i>
M.	Maintenance charges due from	February 2017
N.	Buyer Info database balance	Rs. - 33,818/-
O.	Tally balance	Rs. CV 33,818/-
P.	Remarks:	
	Corpus fund Rs.25,000/- collected.	
	Maintenance charges @ Rs.1150/- pm collected wef Feb 17 to July 17	
	Membership fee of Rs.50/- collected	

	Check List	Yes / No
1.	Buyer has signed the Association Membership Form & Undertaking	No
2.	No Due Certificate signed	No
3.	6 PDC for Maintenance Charges collected	Yes
4.	Buyer has signed Electricity Transfer form & Affidavit on stamp paper	No
5.	Corpus fund collected	Yes
6.	VAT / Service Tax charged on other amounts	Yes

Authorized by:

			
G. B. Ram Babu	Accountant	Samba Siva Rao	Managing Partner: Soham Modi
Date:	Date: 18/11/17	Date: 18/11/17	Date: 18/11/17



Note: 1. Update Sale Completed as 'Yes' in the database.
2. Give a copy of Owners Association rule to the buyer.