



Site Office : Sy. No. 100/2, Rampally, Keesara
Hyderabad- 501 301. ✆ +91 92470 73975
✉ nilgiriestate@modiproperties.com
Owned & Developed by : NILGIRI ESTATES



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

ANNEXURE -A

Date: 29-12-18

NO DUE CERTIFICATE

To,
Mrs. Shagufta Yasmin and Mr. MD. Zainul Abdin
Flat No. G3, 1st Floor, Srinivasam Apartments,
New Colony, Miyapur, Hyderabad - 500049.

Dear Sir / Madam,

This is to certify that the total sale consideration, stamp duty & registration charges, GST, 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 villa no. 43 in our project known as "Nilgiri Estate" forming part of Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District).

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 villa.

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

Thank You.

Yours sincerely,


Saham Modi.
Managing Director.

Accepted & confirmed:

Signature: Ashna Abdin

Name: Ashna Abdin

Date: 28/11/2018



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ANNEXURE -B

Date: 29-12-18

LETTER OF POSSESSION

To,
Mrs. Shagufta Yasmin and Mr. MD. Zainul Abdin
Flat No. G3, 1st Floor, Srinivasam Apartments,
New Colony, Miyapur, Hyderabad - 500049.

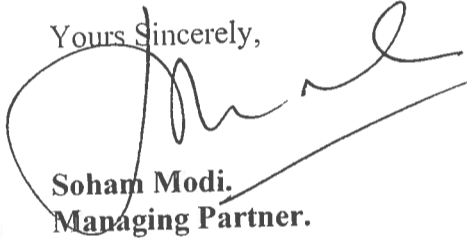
Sub: Letter of Possession for villa no. 43 in the project known as "Nilgiri Estate" forming part of Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District).

Dear Sir / Madam,

We hereby hand over possession of the above mentioned villa to you as per the terms and conditions of our Sale deed / Agreement.

Thank You.

Yours Sincerely,


Soham Modi.
Managing Partner.

Accepted & confirmed:

Signature: Ashna Abdin

Name: 28/11/2018

Date: Ashna Abdin

ANNEXURE - C

NO OBJECTION CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

I/We are the owners of the villa and the details of which are given under:

Villa No. 43

Project Name: "NILGIRI ESTATE"

Address: Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District).

Developer: M/s. NILGIRI ESTATES.

Agreement of sale dated: 30th day of January 2016

Sale deed date 12th day of November 2018 , document no: 17756/2018.

This is to confirm that we have no objection to the following in relation to the said villa, project and developer.

1. The Developer proposes to develop other lands in the vicinity of the housing project in phases. The Developer may at its discretion merge the entire development of the adjacent lands so developed with the project as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed. I / We shall not object to the further developments being taken up on the lands in the vicinity of the housing project. Further I / We agree not to raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the project. I / We shall not cause any hindrance in access to such lands from the project.
2. That rights of further construction in and around the project, and ownership of areas not specifically sold or allotted to any person shall belong only to the Developer and I/We shall not have any right, title or claim thereon. The Developer shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from us.
3. That I / We shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Developer or to its nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the housing project and in respect to our villa and also the adjoining villas/block.
4. The Developer reserves right to change the designs of the layout, blocks of villas, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the our villa and that such changes do not affect the plan or area of our villa.

Thank You.

Yours sincerely,

Ashna Abdin
Name: Shagufta Yasmin and MD. Zainul Abdin

ANNEXURE - D

MEMBERSHIP ENROLMENT FORM

Date: 29-12-18

To,
The President,
Nilgiri Estate Owners Association,
Survey no. 2/1/1, 183, 184, 190 & 191,
Mallapur, R.R. Dist.

Dear Sir,

I am the owner of Villa no. 43 in the housing project known as "Nilgiri Estate" forming part of Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajiri District (formerly known as Ranga Reddy District).

I request you to enroll me as a member of the 'Nilgiri Estate 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 agree to pay maintenance charges from the month of 1st January 2019 at the applicable rate prescribed by the association.

I undertake to make a declaration as mentioned in clause 28 (e) of the bye laws relating to my villa being given for occupation to a tenant/ lessees/ license / other occupier.

Thank You.

Yours faithfully,

Signature: Ashna Abdin

Name: Shagufta Yasmin and MD. Zainul Abdin

Address for correspondence:

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

Letter of confirmation

Date: 29-12-18

From,
Shagufta Yasmin and MD. Zainul Abdin
Flat No. G3, 1st Floor, Srinivasam Apartments,
New Colony, Miyapur, Hyderabad - 500049.

To,
M/s. NILGIRI ESTATES
5-4-187/3 & 4, II Floor, M. G. Road,
Secunderabad - 500 003.

I/We have purchased a Villa from you, the details of which are given under:

Villa no. 43
Project Name: NILGIRI ESTATE
Address: Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal,
Medchal-Malkajgiri District (formerly known as Ranga Reddy District).

Developer: M/s. M/S. NILGIRI ESTATES.&M/S. MODI & MODI CONSTRUCTIONS.
Agreement of sale dated: 30th day of January 2016
Sale deed date 12th day of November 2018 , document no: 17756/2018.

I/We hereby confirm the following:

1. The said villa was inspected and it has been completed in all respects. All fixtures and furniture have been provided.
2. After inspecting the said villa, we have provided a list of minor construction defects to the Developer in writing. The Developer has agreed to rectify the defects that fall within its scope of work within 15 days.
3. All accounts are deemed to have been settled. There are no dues payable to the Developer or any refund receivable from the Developer. (a separate No dues certificate is attached as Annexure -A herein).
4. We have no claim of whatsoever nature against the Developer.
5. The possession of the said villa has been handed over to us or deemed to be handed over. A separate Letter of Possession is attached as Annexure -B herein.
6. We have no objection to any development being carried out by the Developer in and around the said villa.
7. We have no objection to change in design of the housing project including other villas or blocks of villas.
8. We have no objection to the project being merged with other projects being developed by the Developer and sharing the common amenities with such future development.
9. We have no objection to any access road being provided from the project to other lands in the vicinity of the project (a separate NOC attached as Annexure -C herein).
10. We have become members of the Owners Association in charge of the maintenance of the project by signing the membership enrolment form which is attached herein as Annexure -D.

Ashna Abdin

11. We agree to pay the Owners Association monthly maintenance charges regularly. We further agree to pay enhanced monthly maintenance charges as increased from time to time.
12. The basic common amenities and utility services required for occupation of the said villa have been provided by the Developer. We are aware that other amenities like clubhouse, swimming pool, roads, parks, compound wall, gates, etc. are being developed in phases and these amenities shall be completed at the time of completion of the last block of villas. We shall not raise any objection on this count.
13. We are aware of the restrictions on use and alteration of the said villa and agree to abide by them. We further agree to not make any alterations that may affect the external appearance of the buildings in the project.
14. We agree not to store furniture and fixtures in the common passages or areas of the project. We further agree not to install air-conditioners, grills, gates, etc., that may affect the external appearance of the buildings in the project.
15. We are aware that the total sale consideration paid for the said villa does not include the cost of providing water through government/ quazi government authorities like the water board, Municipal Corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.
16. We have received the duly signed application for transfer of the electric power connection in our name from the Developer. It shall be our responsibility to get the name transferred.
17. We undertake to assess the said villa for the purposes of the property tax at our cost and shall pay the property taxes regularly. The Developer shall not be liable to pay property tax for the said villa.
18. We agree to abide by and follow all rules and restrictions laid down by respective statutory authorities in relation to the project like defence services, AAI, UDA, Municipality, fire department, Grampanchayat, govt. bodies, environment board, etc.
19. We agree to raise complaints related to defect in construction or other complaints related to the project which are to be addressed to the Developer only through its website (www.modiproperties.com). We agree to not make any oral complaints.
20. We have received a copy of the title documents, permit for construction, copy of the bye-laws of the Association, etc.
21. We are aware that as per law the Developer is required to collect charges like VAT, service tax, GST, etc., and remit the same to the government from time to time, as a consolidated amount, after claiming input credits, if any. Therefore, it may not be possible for the Developer to produce proof of payment of such taxes to the government related to a specific villa. We agree to not raise objections on this count.

Thank You.

Yours sincerely,

Ashna Abdin
Name: Shagufta Yasmin and MD. Zainul Abdin