

ANNEXURE -B

Date: 7/9/17

LETTER OF POSSESSION

To,
Mrs Farea Yusuf & Imran Khan,
H.no:Flat no 206 & 207,D Block,
Gulmohar Gardens,Mallapur,
Hyderabad-500076.

Sub: Letter of Possession for flat no. 203 on the Second floor in block no. 'C' in the project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

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.

Thank You.

Yours Sincerely,


Soham Modi.
Managing Partner.

Accepted & confirmed:

Signature: 

Name: IMRAN KHAN

Date: 31/08/2017

ANNEXURE -A

Date: 2/9/17

NO DUE CERTIFICATE

To,
Mrs Farea Yusuf & Imran Khan,
H.no:Flat no 206 & 207,D Block,
Gulmohar Gardens,Mallapur,
Hyderabad-500076.

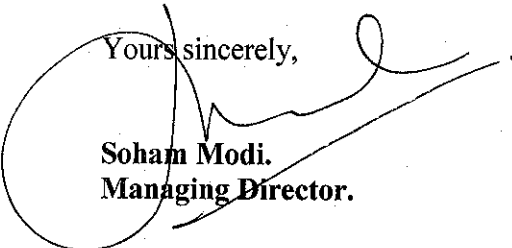
This is to certify that the total sale consideration, stamp duty & registration charges, GST, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of flat no. 203 in block no. 'C' in our project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

We further confirm that no excess amount has been paid by you to us and as on date all accounts are deemed to have been settled and there is no claim against each other with respect to the amounts paid for the sale of flat.

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

Thank You.

Yours sincerely,


Soham Modi.
Managing Director.

Accepted & confirmed:

Signature: 

Name: IMRAN KHAN

Date: 31/08/2017

Letter of confirmation

From,
Mrs Farea Yusuf & Imran Khan,
H.no: Flat no 206 & 207, D Block,
Gulmohar Gardens, Mallapur,
Hyderabad-500076.

Date: 2/9/17

To,
The Managing Director
Vista Homes,
5-4-187/3&4, 2nd floor, Soham Mansion,
M.G.Road, Secunderabad-50003

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

Flat no./block no.: C-203
Housing Project Name: Vista Homes
Address: Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.
Developer: Vista Homes
Agreement of sale dated: 13.06.2016
Sale deed date and document no.: 27.03.2017 doc no: 1092/2017

I/We hereby confirm the following:

1. The said flat was inspected and it has been completed in all respects. All fixtures and furniture have been provided.
2. After inspecting the said flat, 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 flat 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 flat.
7. We have no objection to change in design of the housing project including other flats or blocks of flats.
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.
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.

ANNEXURE - D

MEMBERSHIP ENROLMENT FORM

Date: 31/08/2017

To,
The President,
Vista Homes Owners Association,
Sy no 193 to 195, Kapra,
Hyderabad

Dear Sir,

I am the owner of flat no. 203 in block no. 'C' in the housing project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

I request you to enroll me as a member of the 'Vista Homes Owners Association'.

I have paid an amount of Rs. 50/- towards membership enrolment fees.

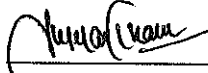
I hereby declare that I have gone through and understood the Bye-laws of the Association and shall abide by the same.

I agree to pay maintenance charges from the month of October 2017 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 flat being given for occupation to a tenant/ lessees/ license / other occupier.

Thank You.

Yours faithfully,

Signature: 

Name: IMRAN KHAN

Address for correspondence:

Mrs Farea Yusuf & Imran Khan,
H.no: Flat no 206 & 207, D Block,
Gulmohar Gardens, Mallapur,
Hyderabad-500076.

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

ANNEXURE - C

NO OBJECTION CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

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

Flat no./block no. C-203

Project Name: Vista Homes

Address: Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Developer: Vista Homes

Agreement of sale dated: 13.06.2016

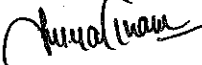
Sale deed date and document no.: 27.03.2017 doc no: 1092/2017

This is to confirm that we have no objection to the following in relation to the said flat, 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 flat and also the adjoining flats/block.
4. The Developer reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the our flat and that such changes do not affect the plan or area of our flat.

Thank You.

Yours sincerely,

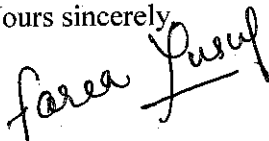


(Mrs Farea Yusuf & Imran Khan)

12. The basic common amenities and utility services required for occupation of the said flat 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 flats. We shall not raise any objection on this count.
13. We are aware of the restrictions on use and alteration of the said flat 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 flat 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 flat 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 flat.
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 to time, as 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 flat. We agree to not raise objections on this count.

Thank You.

Yours sincerely



(Mrs Farea Yusuf & Imran Khan)