

LETTER OF POSSESSION

Date: 1.1.2015

To,
Mr. S. Arun Kumar
H. No: 6-14-3/6, SF2,
Surya Enclave, East Point Colony,
Visakhapatnam – 530 017

Sub: Letter of Possession for flat no. 102 in block no .I in our project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

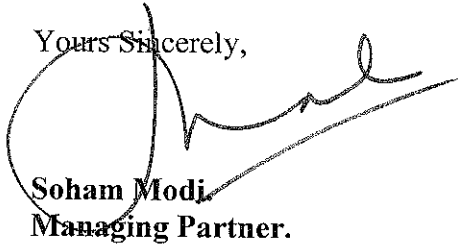
Dear Sir / Madam,

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

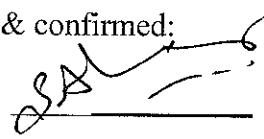
You shall become a member of 'Vista Homes Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,


Soham Modi
Managing Partner.

Accepted & confirmed:

Signature: 

Name: ARUN KUMAR SHANKAR

Date: _____

NO DUE CERTIFICATE

To,
Mr. S. Arun Kumar
H. No: 6-14-3/6, SF2,
Surya Enclave, East Point Colony,
Visakhapatnam – 530 017

Date: 1.1.2013

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.102 in block no. I 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 Partner.

Accepted & confirmed:

Signature: 

Name: ARJUN KUMAR SHANKAR

Date: _____

MEMBERSHIP ENROLMENT FORM

Date: 1.1.2015

To,
The President,
Vista Homes Owner's Association,
Survey no. 193 to 195,
Kushaiguda,
Hyderabad – 500 062.

Dear Sir,

I am the owner of flat no. 102 in block no. 'I' in our project known as 'Vista Homes' at Survey No. 193 to 195, Kushaiguda, Hyderabad – 500 062.

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

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

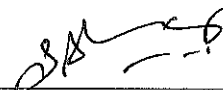
I hereby declare that I have gone through and understood the Bye-laws of the Association and shall abide by the same. I further declare that I have read and understood the exclusion clause (34) mentioned in the bye laws and have no objections to the same.

I agree to pay maintenance charges from the month of August 14 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: ARUN KUMAR SHANKAR

Address for correspondence:

Mr. S. Arun Kumar
H. No: 6-14-3/6, SF2,
Surya Enclave, East Point Colony,
Visakhapatnam – 530 017

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

UNDERTAKING

From,
Mr. S. Arun Kumar
H. No: 6-14-3/6, SF2,
Surya Enclave, East Point Colony,
Visakhapatnam – 530 017

Date: 1.1.2015

To,
The Managing Partner,
M/s. Vista Homes ,
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. 102, on first floor in block 'I' in the project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

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.

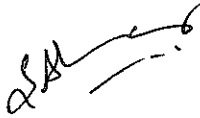


In case a liability to pay service tax and VAT arises as a consequence mentioned above, I request you to discharge the liability from the deposit lying with you. I further request you to refund the amount (balance – if any) to me in case of change in the estimated liability towards VAT & service tax 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,

A handwritten signature in black ink, appearing to be 'S.A.' followed by a flourish.

Place: _____.

Date: _____

UNDERTAKING

Date: 1.1.2015

From,
Mr. S. Arun Kumar
H. No: 6-14-3/6, SF2,
Surya Enclave, East Point Colony,
Visakhapatnam – 530 017

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

Reference:- Purchase of flat no. I-102 in the project known as Vista Homes, situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Dear Sir / Madam,

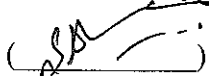
I am aware of the terms and conditions laid down in the agreement of sale, sale deed and rules of the Association with respect to maintaining the high standards of living in the said project. Accordingly, I hereby certify that I shall not:

- (a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same.
- (b) Use the flat for any illegal, immoral, commercial & business purposes.
- (c) Use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the said project.
- (d) Store any explosives, combustible materials or any other materials prohibited under any law.
- (e) Install grills or shutters in the balconies, main door, etc.
- (f) Change the external appearance of the flats.
- (g) Install air conditioners or other appliances that may effect the external appearance of the building.
- (h) Install copper piping or wires for air conditioning that may affect the external appearance of the building.
- (i) Install cloths drying stands or other such devices on the external side of the flats.
- (j) Dry cloths on the external side of the flats that may effect the appearance of the flats.
- (k) To use the corridors or passages or parking area for storage of material.
- (l) Place shoe racks, pots, plants or other such material in the corridors or passages or roads of common use.
- (m) Install communication lines/wires/equipment for TV, telephone, internet, etc., that may affect the external appearance of the building.
- (n) Run exposed wires on the external elevation of the building or through common passages for TV, telephone, internet, etc.

I also certify that these conditions shall be imposed on all occupants of the said flat including tenant's future purchasers.

Thank you.

Yours sincerely



Place: _____

Date: _____