



Sy. Nos. 193 to 195, Kushaiguda,
Hyderabad – 500 062. Ph: +91-40-6464 4006.
Owned & Developed by: M/s. VISTA HOMES



MODI

PROPERTIES &
INVESTMENTS PVT. LTD.

Head Office: 5-4-187/384, II Floor, M.G. Road,
Secunderabad - 500 003.
Phone : +91-40-66335551
Email: info@modiproperties.com
www.modiproperties.com

LETTER OF POSSESSION

Date: 20/03/2016

To,
Mr. Kola Rambabu & Mrs. K. Swarajya Lakshmi
G-05, Navya Arcade, Opp: Anutex,
Malkajgiri, Hyderabad - 500 047

Sub: Letter of Possession for flat no. 304 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: Rambabu Kola

Date: _____



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NO DUE CERTIFICATE

To,
Mr. Kola Rambabu & Mrs. K. Swarajya Lakshmi
G-05, Navya Arcade, Opp: Anutex,
Malkajgiri, Hyderabad - 500 047

Date: 26/03/2016

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. 304 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: Rambakutala

Date: _____

MEMBERSHIP ENROLMENT FORM

Date: 20/03/2016

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. 304 in block no. 'T' 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 2014 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: Rambabukola

Address for correspondence:

Mr. Kola Rambabu & Mrs. K. Swarajya Lakshmi
G-05, Navya Arcade, Opp: Anutex,
Malkajgiri, Hyderabad - 500 047

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

UNDERTAKING

From,
Mr. Kola Rambabu & Mrs. K. Swarajya Lakshmi
G-05, Navya Arcade, Opp: Anutex,
Malkajgiri, Hyderabad - 500 047

Date: 20/03/2016

To,
The Managing Partner,
M/s. Vista Homes (Builder),
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. 304, on third 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 an 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.


(Rambabu Kola)

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 to the relevant authorities 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,



(Pambosukda)

Place: _____.

Date: _____.

UNDERTAKING

Date: 20/03/2016

From,
Mr. Kola Rambabu & Mrs. K. Swarajya Lakshmi
G-05, Navya Arcade, Opp: Anutex,
Malkajgiri, Hyderabad - 500 047

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-304 in the project known as Vista Homes, situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Dear Sir / Madam,

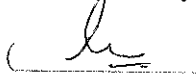
I am aware of the terms and conditions laid down in the agreement of sale, sale deed and rules of the Association with respect to maintaining the high standards of living in the said project. Accordingly, I hereby certify that I shall not:

- (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,

() (Rambabu Kola)

Place: _____

Date: _____

Authorization form for handing over the possession of Flat in 'Vista Homes'

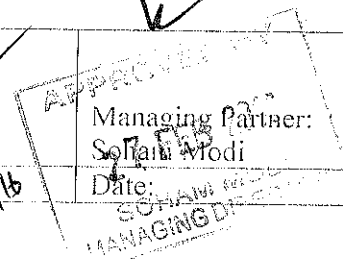
Flat No.	I-304
Name of Buyer	Mr. Kola Rambabu

A.	Total sale consideration.	21,41,550/-	
B.	Less: Discount for on time payments.	Nil	
C.	Less: Other discounts	Nil	
D.	Add: Reg. Charges	1,28,520/-	
E.	Add: VAT	26,769/-	
F.	Add: Service Tax.	67,154/-	
G.	Add: Extra Specs Charges (revised)	Nil	
H.	Add: Misc. Charges	7,149/-	
I.	Less: Amount paid	23,74,775/-	
J.	Add: Interest Amount to be charged		
K.	Balance amount Due		
L.	Refund if any	3,632/-	
	Remarks:		
	Corpus fund Rs.15,000/- collected		
	Maintenance charges @ Rs.1000/- pm collected wef August 14 to Jan 16		
	Membership fee of Rs.50/- collected.		
M.	Interest Amount as calculated.	65,030/-	Not finalized
N.	Service Tax paid to department	No	
O.	Service Tax security deposit to be collected	Yes	
P.	Maintenance charges due from	August 2014	

	Check List	Yes / No
1.	Buyer has been informed that Maintenance Charges are due from date of completion & not occupation.	Yes
2.	Buyer has signed the Association Membership Form & Undertaking	--
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 & VAT Undertaking collected	--

Authorized by:

G. B. Ram Babu	Rajalaxmi	Samba Siva Rao	Managing Partner: S. Ram Modi
Date: 22/2/16	Date: 22/2/16	Date: 20/2/16	Date: 20/2/16



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

Interest calculation for delayed payments.

Project Name Vista Homes
 Flat no. I-304
 Customer Name Mr. Kola Rambabu
 Booked by Rani
 Prepared by Pavan
 Date 22.02.2016
 Sign
 Interest rate 18 % p.a.

Date	Instal / Paym	Remarks	Days	Principal	Interest	Balance
25-Feb-13	25000	Booking Amount	-	-	-	25,000
25-Feb-13	-25000	Booking Amount	-	25,000	-	-
11-Mar-13	200000	1st Installment	14	-	-	200,000
26-Mar-13	-150000	amount received	15	200,000	1,479	50,000
26-Mar-13	-50000	amount received	-	50,000	-	-
10-Apr-13	250000	2nd installment	15	-	-	250,000
24-Apr-13	-250000	amount received	14	250,000	1,726	-
17-Aug-13	833275	3rd installment slab	115	-	-	833,275
29-Aug-13	-300000	Payment Received	12	833,275	4,931	533,275
27-Sep-13	-333275	Payment Received	29	533,275	7,627	200,000
07-Oct-13	-200000	Payment Received	10	200,000	986	-
20-Jan-14	-250000	amount received	105	-	-	(250,000)
10-Jun-14	499965	4th Installment	141	(250,000)	(17,384)	249,965
17-Jul-14	133310	5th installment	37	249,965	4,561	383,275
31-Jul-14	200000	on completion	14	383,275	2,646	583,275
18-Aug-14	-100000	amount received	18	583,275	5,178	483,275
25-Sep-14	-100000	amount received	38	483,275	9,056	383,275
11-Nov-14	-200000	amount received	47	383,275	8,884	183,275
07-Dec-15	-416500	amount received	391	183,275	35,339	(233,225)
	(233225)		Approx Interest Payable		65,030	

Note:
 Column A, B & C: Enter Installments & payments received
 Column B: Enter receivables as positive amounts & payments received as negative amounts.
 Columns D to G: Do not change.
 Sort columns A, B & C in ascending order.
 Calculate sum of Installments / Payments & Interest

Charge Interest of Rs. _____ (or) Interest waived

Allow on-time payment discount (or) Reduce on-time payment discount to Rs. Nil

Signature of Manager: _____ Signature of M.D.: _____
 Date : _____ Date : _____

APPROVED
 27 FEB 2016
 Sr. Manager

Sir,
 - customer is having some financial problems & delayed
 - Pl. waive off interest.
 - No on-time discount.

[Signature]
 22/2/16