Letter of confirmation

Date: 27-06-2024

From,
Mr. Kasturi Sai Subramanya Sashank
S/o. Mr. K. Kalyana Chakravarthy
H. No. 2-3-3-323, Villa No. 323,
Silver Oak Bungalows, Cherlapally,
Hyderabad - 501 301.

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.: **152**
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 ESTATE & M/S. MODI & MODI CONSTRUCTIONS.
Agreement of sale dated: 4th day of January 2024
Sale deed date: 27th day of March' 2024

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.

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 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,

(K. KALYANA CHAKRAVARTHY)

Name: Mr. Kasturi Sai Subramanya Sashank