

Letter of confirmation

From,

To,

The Managing Director,
Modi Properties Pvt. Ltd
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:

Block / flat no.

Project Name: Mayflower Platinum

Address: Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District

Developer: Modi Properties Pvt. Ltd

Agreement of sale dated:

Sale deed date and document no. document no:

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 undertake to become members of the Owners Association that may be formed for maintenance of the common amenities and facilities of the housing project and agree to pay the required fees and charges for such an enrolment. I have further signed the membership enrolment form attached herein as annexure–D.

11. We agree to pay the monthly maintenance charges to M/s. Modi Properties Pvt. Ltd. at the rate of Rs. 2/- per sft. on the super built-up area mentioned in the sale deed, till such time the Owners Association is formed. We shall further agree to pay corpus fund of Rs. 30,000/- to M/s. Modi Properties Pvt. Ltd. and it shall transfer the same to the Owners Association as and when it is formed. Thereafter, the monthly maintenance charges shall be paid to the Owners Association. We further 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 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, 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 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,

ANNEXURE –A

Date: _____

NO DUE CERTIFICATE

To,

Sir / Madam,

This is to certify that the total sale consideration, stamp duty & registration charges, GST, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of flat no. ____ in Block ' ____ ' in our project known as **Mayflower Platinum**, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri 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 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: _____

Date: _____

ANNEXURE-B

Date:

LETTER OF POSSESSION

To,

Dear Sir/Madam,

Sub: Letter of Possession for flat no. on the floor in block ' ' in the project known as **Mayflower Platinum**, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District.

Dear Sir / Madam,

We hereby hand over possession of the above mentioned flat, complete in all respects along with the appurtenant utilities and amenities, 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: _____

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:

Block no. / flat no.

Project Name: Mayflower Platinum

Address: Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District

Developer: Modi Properties Pvt. Ltd

Agreement of sale dated:

Sale deed date and document no. document no:

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,

ANNEXURE - D

MEMBERSHIP ENROLMENT FORM

Date:

To,
The President,
Mayflower Platinum Owners Association,
Survey no. 82/1, Mallapur,
Medchal-Malkajgiri District.,

Dear Sir,

I am the owner of flat no. ____ in block ' ____ ' in the housing project known as **Mayflower Platinum**, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District.

I request you to enroll me as a member of

MAYFLOWER PLATINUM WELFARE 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 _____ at the applicable rate prescribed by the association.

Thank You.

Yours faithfully,

Signature: _____

Name: _____

Address for correspondence:

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: _____

Sale Deed doc. no. & date: _____

Date:

NO OBJECTION CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that I / we have no objection to revision of plans of the flats or the layout in the project known as **Mayflower Platinum**, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri district, subject to the condition that the plans of my flat (details given below) are not changed and a suitable road / passage access to my flat is provided. The original Developer / Owner of the land and their successors in interest may be granted permit for a revised layout along with change in type design by the relevant authorities. I/we further undertake to sign any other documents that may be required for the said purpose.

Thank You.

Yours Sincerely,

Signature: _____

Name: _____

Date: _____

Details of my flat:

1. Flat no.:
2. Sale deed date:
3. Sale deed document no.

UNDERTAKING

Date:

From,

To,
The Managing Partner,
M/s. Modi Properties.Pvt. Ltd,
5-4-187/3&4, II floor
Soham Mansion, M.G. Road,
Secunderabad - 500003

Reference:- Purchase of flat no. in the project known as '**Mayflower Platinum**', forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District.

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: _____