

Letter of confirmation

25/12/2021

From,
Mrs. T Seetha Laxmi & Mr T Suresh
H.no: 3-13-121/2/F1, Vishnu Residency,
Mallapur, Hyderabad.

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. A-301
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: 19.04.2019
Sale deed date and document no. 18.08.2021, document no:5372/2021

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,


Mrs. T Seetha Laxmi & Mr T Suresh