



**LETTER OF POSSESSION**

**Date : 23<sup>rd</sup> October, 2020**

To,  
Mr. Jesal Ashit Chheda  
Mr. Ankit Kishore Chheda  
D-31, Grain Merchant CHS, Sector 17,  
Vashi, Navi Mumbai – 400703.

Dear Sir/Madam,

**SUB :** In respect of Flat/Premises bearing no. **4005** on the **40<sup>th</sup>** floor, in the new building known as "**ARIANA**" ("**Building**"), bearing Cadastral Survey No. 177 (part) and un-numbered slum plot of Dadar Naigaon Division in Sewree, in the Registration District and Sub-District of Island City of Mumbai District (hereinafter referred to as "**Premises**").

**REF :** (i) Agreement for Sale dated **16<sup>th</sup> October, 2020**, (duly registered) in respect of the Premises.

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We refer to the above Agreements and have to record and confirm as under:

1. We are pleased to inform you that, the part construction of the Building i.e. comprising of two level Basement + Ground + 01st to 07th level Podium + Podium Level + Transfer Level + 01st to 40th Upper Floors & permit to occupy from ground + 01st to 7th Level Podium + Podium Level + Transfer Level + 01st to 30th Upper Floors are completed. Pending the balance construction work of the Building, the concerned authority has issued the Part Occupation Certificate dated 2<sup>nd</sup> March 2019, bearing ref no SRA/ENG/2987/FS/ML/AP in respect of Ground + 01st to 07th level Podium + Podium Level + Transfer Level + 01st to 40th Upper Floors & permit to occupy from ground + 01st to 7th Level Podium + Podium Level + Transfer Level + 01st to 30th Upper, including the Premises and other premises / flats / units thereon.
2. As you are aware that certain areas were not taken into account for the purpose calculating the area of the Premises under the said Agreements in view thereof, the area of the Premises has increased. In view of the additional area being provided by us, you have agreed to acquire such additional area for the same as mutually agreed between us. You have

further agreed and undertake that you shall enter into deeds, documents and writing as and when called upon by us without any demure and or protest, needless to say all necessary stamp duty, registration charges, etc. shall be born and paid by you alone. You have hereby giving you irrevocable consent for the same and further that in future you shall not raise any claims and or dispute with respect to the additional area and the additional consideration in any manner whatsoever.

3. You have seen and verified the Premises and the physical attributes of the Premises and you have after inspection of the same accepted the area and the additional area of the Premises and have also verified the sanctioned plans (as revised from time to time) and permission (as revised from time to time) of the building viz. "**RUPAREL ARIANA**" being constructed on portion of the above subject land ("**Property**") and have unconditionally accepted the same. You have given us your further no objection for amending and or modifying and or altering the said plans from time to time.
4. You have inspected and examined the Building as also the Premises and have found no complaint of any nature whatsoever either in respect of the construction or the amenities provided or the Premises including the electrical/plumbing work done or in respect of any other work done therein and you are fully satisfied that:
  - (i) The construction of the portion of the Building comprising of two level Basement + Ground + 01st to 07th level Podium + Podium Level + Transfer Level + 01st to 40th Upper Floors & permit to occupy from ground + 01st to 7th Level Podium + Podium Level + Transfer Level + 01st to 30th Upper Floors has been constructed in accordance with the Building plans thereof sanctioned by the concerned authority from time to time.
  - (ii) The amenities and materials used in the Premises are as agreed under the Agreement for Sale and as requested by you and the



same is of good quality. You are satisfied with what is provided and have no complaints in regards to what is provided.

- (iii) The materials used for construction of the Building including the Premises and the workmanship are as agreed and of good quality.
- (iv) The plumbing, drainage and electric connections and other utilities are in good working condition.
- (v) The lifts, plumbing, drainage and electric connections and other utilities are in good working condition.
- (vi) There is no dampness, seepage, and water logging in the Premises or the Building.
- (vii) There are no defects either in the materials or in workmanship in the Premises or in the Building and you have no complaint or grievance of any nature whatsoever in respect thereof.
- (viii) The area of the Premises conforms to what is provided for in the Agreements.

5. You are aware that the portion of the Building comprising of two level Basement + Ground + 01st to 07th level Podium + Podium Level + Transfer Level + 01st to 40th Upper Floors & permit to occupy from ground + 01st to 7th Level Podium + Podium Level + Transfer Level + 01st to 30th Upper Floors has been constructed and the balance portion of the Building is under construction. We have also informed you that we are constructing further buildings on the Property. You agree and undertake neither to call upon us to stop the construction work on the Property and or vacate the Property nor shall you demand and or ask us to stop putting up any additional structure/s on the Property or any part thereof nor shall you claims and or demand any right, title, interest or claim of any kind whatsoever in the said additional structure/s and building/s, for any reasons whatsoever. The details of such further development and your Consent / NOC are given in the Agreements and other documents executed by you, from time to time.

6. You have agreed that you will not insist upon us for handing over the possession of the entire Building and or Property or any part thereof till the entire balance / remaining construction work on the Property has been fully completed and all the purchasers of the various other flats / units / premises and other premises in the Project have paid their entire dues under their respective agreements to us.
7. You further confirm that in the event of any further F.S.I. and or Fungible F.S.I. and or T.D.R. and or any other benefits available on the said property till the property is transferred to the proposed Society and/or Limited Company and/or Condominium and/or Apex Body ("**Organisation**"), as a result of change in law in future or otherwise, we shall be entitled to utilize such further/additional F.S.I. and or Fungible F.S.I. and or T.D.R. and or any other benefits on the Property by constructing further on the property after we get necessary plans sanctioned even after the transfer or otherwise. You hereby give your express no objection and consent with respect to same and shall give your co-operation and all facilities in all possible manners for the same. A covenant to this effect will be included in the ultimate conveyance/lease/assignment.
8. You will not complain to MCGM / B.M.C / SRA / concerned authorities against us during and in course and in respect of the construction or otherwise on the ground of nuisance or on any other ground. We will be entitled to continue store building material etc., at any place in the compound. You will not object for the same in any manner whatsoever.
9. We upon your request and confirmation of the aforesaid and subject to the compliance of the conditions mentioned hereinafter, we have today, pending the balance development of the Property and the balance portion of the Building are hereby handing over the vacant and peaceful physical possession of the Premises as per the terms of the Agreements :
  - (i) Any internal work of furniture and fixtures and/ or interior decorations shall be at your own costs, charges and expenses and strictly in accordance with the terms and conditions of the Agreements and

subject to the compliance of all Statutory Rules and Regulations and obtaining our written consent and approval and also subject to you depositing a sum of Rs. 3,00,000/- (Rupees Three Lakhs Only), (without interest) (**"the Deposit"**) with us towards the same. You hereby agree and undertake that, you shall not do any acts or things in the Premises nor shall you carry out any addition/s, alteration/s, modification/s, structural changes including demolition of internal walls either in or outside the Premises, etc. in the Premises, due to which we may be unable to obtain any further permission, approval and or sanction from the Concerned Authority for completing the balance construction of the Building and otherwise on the Property and or cause the Part Occupation Certificate to be cancelled / terminated / revoked by the concerned authorities and or we are unable to obtain the full O.C. from the concerned authorities, then the said Deposit shall be forfeited by us and you shall not raise any objection for the same.

- (ii) Our prior written permission and that of Concerned Statutory Authority is required for erection of grills, or to its exterior, external facade, etc.
- (iii) You alone shall be liable and responsible for any damage that may be caused by you to the Premises or to the Building or any part thereof due to any act or omission on your part in carrying out such changes, additions, alterations, etc. and you will indemnify and keep us indemnified of from and against all costs, charges and expenses and consequences arising due to such act or omission.
- (iv) Subject to, your obtaining our prior consent and the consent and permission of the statutory authority, you, your workmen and agents shall be solely responsible for all work carried out and the materials and amenities used in the Premises shall in no event be held liable and or responsible for the same nor shall we be liable for any defect arising thereof. Kindly note that the common area outside the Premises shall be common for all the other members and the flat / premises / unit purchasers. However you shall be solely responsible

be liable to maintain, clean, etc. the same at your cost and expenses.

- (v) You and your workers and agents shall not be permitted to do any act, matters, work, etc. which may / will create any nuisance, disturbance or pose a health hazard to occupants in the other premises or any part of the building/s or Property you shall not cause any nuisance, hindrances, etc., at any time to the other members, purchasers, occupiers of other premises/ shop/flats/units in the Building or any part of the Property.
  - (vi) You are required to make suitable arrangements for removal of debris, if any.
  - (vii) You agree & undertake to pay the amounts towards security deposit, as and when called upon you by us from time to time.
  - (viii) The allotment of the Premises in the Building constructed by us exclusively for residence purpose only and you shall not change the user thereof and or do any-thing which may prejudice our development rights in or upon the Building and or other building/s on the Property and/or the Property, which is being developed by us.
  - (ix) The terms and conditions contained in the Agreements shall be binding and applicable to you even after taking possession of the Premises.
  - (x) The terms and conditions contained in diverse agreements made or to be made between us and the purchasers of the other flats and other premises comprised in the Project shall be binding upon you and you will not raise any objection to the same.
10. We, our servants and agents and all persons authorized by us shall have full right and absolute authority to enter upon or remain on the Property for carrying out and completing the remaining / balance development of and construction of the remaining portion of the Building and the Property for which you have given your specific irrevocable consent.

11. You have agreed to pay your proportionate share in the event of any short fall towards, the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the Building and the Project and all outgoings whatsoever as may be determined by us until the Organisation takes charge and control of management of the said Building. You have agreed and undertaken to bear and pay regularly every month maintenance charges, water taxes, electricity charges, assessment charges and other outgoings in respect of the Premises including taxes, ground rent (if any), water taxes, as and when called upon you, in event of any short fall.
12. You further confirm that you have been handed over vacant and peaceful physical possession of the Premises in accordance with the Agreements entered into between us and shall keep the Premises in good condition in every respect.
13. You have also checked that the Electricity Meter No. \_\_\_\_\_ is connected and linked to Unit No. \_\_\_\_\_ (that is the Premises), as on the date hereof.
14. You shall agree to abide by all the obligations and covenants as provided and embodied in the Agreements or otherwise applicable to all the occupants in the Property as also agree to abide by the bye-laws and rules and regulations of the Organisation that may be formed and registered.
15. You shall not raise any object against us or our nominee giving the open space in terrace for the purpose of putting up cellular antenna on terrace and related equipment's on leave & license basis and our right or our nominee shall continue even after the transfer of Property to the Organisation.
16. As you are aware that there is/are premises/ units/shops/office/flats in the Building and other buildings being proposed to be constructed on the Property, which we shall sell and or transfer alongwith the exclusive rights to park their vehicles in the basement / stilt / podium / open spaces, etc. as we

may deem fit and proper to the intending purchasers. You are aware of the said fact and have purchased the Premises with the knowledge thereof. You will not object to the grant such rights on the basement / stilt / podium / open spaces for parking vehicle, etc. and have accepted the same. A covenant to this effect be put in the ultimate conveyance to be granted in favour of the Organisation. The said covenant shall run with the land. You shall not be entitled to object and shall not object to the said covenant being put in the said conveyance.

17. You shall further confirm that you will have no objection to and you will always keep the name of the building as "**RUPAREL ARIANA**". The said name will not be changed and or allowed to be changed by you under any circumstances. A covenant to this effect which will run with the land will be included in the ultimate conveyance / lease / assignment and you will not object to such covenant.
18. You are aware and confirm that after sale of all flats/premises/shops and other saleable premises by whatever name called, receipt of entire consideration amount therefrom, receipt of full occupation certificate and formation of the Organisation, the conveyance / lease / assignment of building will be executed in favour of the Organisation. You have further agreed that you shall not insist on having conveyance / lease / assignment of the Building or assignment/ lease of land under and appurtenant to the Building till the end of the stipulated period as aforestated and till the entire Project has been completed in full respect.
19. We have informed you that and which you are also aware that as far as water supply is concerned the same will in accordance with the rules and regulations of BMC / MCGM / concerned authorities.
20. Please note that the earmarking of the Car Parking Space shall be carried out by us vide a Lottery System, till then we permit you park you vehicle in the temporary car parking space. You also confirm that you will not to use

the open portions of compound for parking your cars or otherwise in any manner.

21. You further confirm that you will pay all the outgoings payable in respect of the Premises as and when demanded by us without you raising any question within 7 days of intimation of the same and if you fail to make payment without prejudice to our other rights you will be liable to pay interest on such default payment from the date of default.
22. You confirm that you are aware that the full occupation certificate in respect of the Building has still not been received and that the Building is under construction.
23. You have accepted the above with full knowledge and without any coercion and/or pressure and after totally understanding the implications thereof.
24. Save and except as modified by this writing the provision of regular agreement and all other writing between us shall remain in full force and binding on us.
25. This writing will be binding on you and your heirs, executors, administrators etc., as also your transferees/transferee from time to time.
26. You are aware that upon you agreeing with the aforesaid terms and conditions and relying on the same we have today handed over to you quiet, vacant and peaceful physical possession of the Premises, which you have confirmed, accepted and acknowledged by counter signing this letter.

Yours truly,

**FOR SHREE SUKHAKARTA DEVELOPERS PRIVATE LIMITED**



**Director / Authorized Signatory**



**RUPAREL**  
REALTY  
LIVE ICONIC

I / We do and each of us doth hereby agree, accept and confirm the terms, conditions, undertakings and Indemnities mentioned hereinabove and further confirm having received the keys of the Premises and that you have handed over to us the physical possession of the Premises.

**Mr. Jesal Ashit Chheda**

**Mr. Ankit Kishore Chheda**