

## POSSESSION LETTER

Date: - 15 NOV 2019

To,  
**MR. RAJNEESH PRAKASH HAJELA**  
**MRS. KUMUDBALA SAXENA**  
203, Sector -2, Road No.7, Taloja,  
Navi Mumbai, 410208.

**Ref:** - Agreement dated **10<sup>th</sup> October 2018** made between ourselves and yourselves in respect of **Flat No. 202 in building No. 1, Wing "B"** on **Second Floor** in the building known as **"GREEN AVENUE"** situated at Old Mumbai-Pune Highway, Shil Junction, Behind Datta Mandir, Thane.

Dear Sir/Madam,

This is to record as under:-

1. By and under the above mentioned Agreement for Sale, registered with the office of the Sub-Registrar of Assurance at Thane 2, you have agreed to acquire a duly constructed **Flat No. 202 in building No. 1, Wing "B"** (hereinafter referred to as "the Flat/Shop/Office") on the **Second Floor** of the building known as **"GREEN AVENUE"** (hereinafter referred to as "the said Building") situated Old Mumbai-Pune Highway, Shil Junction, Behind Datta Mandir, Thane on 'ownership basis' from us, the Developer of the building, for the consideration and on the terms and conditions recorded therein, which are hereby confirmed.
2. We are pleased to inform you that the construction of the said Building including the flat is complete and the Thane Municipal Corporation has issued the Occupancy Certificate in respect of the said Building comprising the flat, therefore you are liable to pay monthly outgoing in respect of the flat with effect from 30.08.2019.
3. Since the Occupation/Completion Certificate has been obtained by us, you are requested to make the balance payment of consideration amount or charges, if any, mentioned in your Flat Sale Agreement in our finance department and obtain their letter regarding full and final payment and take possession of the flat from us within a period of seven days from the date of receipt this letter by you.

4. You have impacted the said Building and the Flat and you are fully satisfied that:
- (i) The said building has been constructed in accordance with the building plans sanctioned by Thane Municipal Corporation and perused by you at the time of execution of the aforesaid Agreement for Sale, subject to such changes as were found necessary;
  - (ii) The amenities and material used in the flat are as agreed and the same are of good quality;
  - (iii) The material used for construction of the said building including the flat and the workmanship are as agreed and of good quality;
  - (iv) The lifts, plumbing drainage and electric connections and other utilizes are in good working condition;
  - (v) There is no dampness, seepage, and water logging in the flat or the said building;
  - (vi) There are no defects either in the materials or in workmanship in the flat or in the said building and you have no complaint or grievance of any nature whatsoever in respect thereof.
5. In the event of any liability that we may have to suffer towards any Service Tax, Works Contract Tax, Value Added Tax, Goods Sales Tax etc. and any other imposts/impositions that may be levied by the Central/State Government or any local or statutory authorities or bodies in relation to the abovementioned Agreement for Sale and/or the purchase price and consideration payable under the abovementioned Agreement for Sale and/or in respect of the constructed flat or by virtue of any law or any rules framed there under or any new law enacted or any rules framed there under, then in such an event, you shall within 07 (Seven) days of a written demand made on you by us, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to us, without delay or demur and you shall indemnify and keep us fully indemnified in respect of the non-payment or delayed payment thereof.
6. On your confirmation of the aforesaid and subject to your due compliance of the conditions mentioned hereinafter, without any liability on our part to pay damages/compensation to you on account



of delay, if any occurred in handing over possession of the flat to you, we have today permitted you to enter upon, occupy, possess and enjoy the flat as per the terms of the abovementioned Agreement for sale and on the following additional conditions with regard to the interior and furniture work carried out/to be carried out by you in the flat/shop/office.

- (i) Any internal work in the flat including making of furniture and fixtures and/or interior decorations shall be at your own cost, charges and expenses and strictly in accordance with terms and conditions of the abovementioned Agreement for sale and or such additional conditions as may be stipulated by us in that regard and subject to the compliance of all statutory rules and regulations;
- (ii) Our pervious written permission and of concerned statutory authorities is required for erection of grills, structural changes including demolition of internal walls in the flat.
- (iii) You alone shall be liable and responsible for any damage that may be caused to flat or to the adjoining flat or on the upper or lower floors or to the said Building due to any act or omission on your part in carrying out such changes and you will indemnify and keep us indemnified of from and against all cost, charges and expenses and consequences arising due to such act or omission;
- (iv) You, your workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 PM till 9.00 AM in the flat and nuisance shall not be caused at any time to the occupiers of the other Flat and other premises in the said Building. Your workmen are requested to leave the said Building at 6.00PM everyday;
- (v) You, your workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work which would create any nuisance, disturbance on all days between 1.00 PM till 3.00 PM and the entire day on Sundays & Public Holidays in the flat and nuisance shall not be caused at any time to the occupiers of the other Flat and other premises in the said Building;
- (vi) You are required to make suitable arrangements for removal of debris. Incase debris are not removed we shall do the same and

debit Rs. 1,500/- (Rupees One Thousand Five Hundred only.)  
to your account for each Lorry Trip for removal of debris which  
you shall be liable to pay immediately on demand;

7. Owners of the Commercial premises are not allowed and permitted to put up sign boards and/or boards displaying their names on any portion of the said property or on the building or any parts thereof or on the outer walls of the Commercial premises in the said Building.
8. The terms and conditions contained in diverse agreement made or to be made between us and other purchasers of the other flat and other premises comprised in the said Building shall be binding upon you and you will not raise any objection to the same.
9. As already mentioned in the Agreement for Sale dated **10<sup>th</sup> October 2018** we further intend to acquire development rights in respect of additional adjoining property and we intend to amalgamate the said adjoining properties with the said property and to develop all the properties as one property by constructing additional building/s in accordance with the plans sanctioned by the Thane Municipal Corporation from time to time. You are well aware of the proposed amalgamation and further such development and give your consent and no objection for the same.
10. In view of the amalgamation of the said property with the adjoining properties as stated above in clause no. 9, 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 said property for the purpose of carrying out and completing the development of and construction of remaining portion in utilization of full development potential (present or further, as the case may be) including right to amend layout plan and or scheme of development for which you have given your specific irrevocable consent for the same.
11. You have agreed to pay your proportionate share in the taxes ground rent (if any), water taxes, electricity charges, all expenses for maintenance of flat and all outgoings whatever as may be determined by us until the Corporate Body/Apex Body/the Society takes charges and control of management of the said Building. We shall be liable to render any account of such amounts and corpus funds only to the Corporate Body/s or the Apex Body/the Society, as the case may be and not individually at any time. You have agreed and undertaken to bear and pay regularly every month maintenance charges and other outgoings from.



12. IN the event of the Society is being formed and registered before the sale and disposal by the Promoters of all the Flats, stilt and other spaces in the said building. The Promoters shall be liable to pay only the Municipal taxes at actual in respect of the unsold Flats, hoarding spaces and/or car parking spaces.
13. You have agreed and undertake to indemnify us fully against any claims, loss, liability, cost and expenses suffered or incurred by us resulting from breach of any statements made by you as hereinbefore contained, not only as the purchasers of the flat, but also as well as a member/s of the Corporate Body/s and or Apex Body/the Society, as and when formed.

Kindly confirm the aforesaid terms, conditioned, declarations and undertakings by endorsing you signatures at the foot hereof.

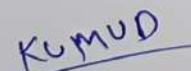
Yours sincerely,

**For M/s. PARAM DEVELOPERS.**

  
**PARTNER**

I/We agree and confirm the terms and conditions, undertaking and indemnities mentioned hereinabove and further having received the key of the flat.

  
(MR. RAJNEESH PRAKASH HAJELA)

  
(MRS. KUMUDBALA SAXENA)

PURCHASERS