

Date: \_\_\_\_\_

To: Pragna Kirti Kedia  
Vishwashanti 30E  
Azad Road  
Juhu Koliwada Mumbai-49

Re: Possession of Flat No. 2704 on 27<sup>th</sup> Floor ("said Flat"), in Tower B, in the building known as "Athena", ("Building") situated at [Kustomjee], vide Agreement dated 12<sup>th</sup> May 2012

Dear Sir,

- 1) You confirm having this day received from us vacant possession of Flat No. 2704 on 27<sup>th</sup> Floor, in Tower B, in the building known as "Athena" together with fixtures, fittings, installations and all other amenities therein agreed in good condition and order.
- 2) You agree to maintain the said Flat and its fixtures in the same order and condition in which they are delivered to you and agree to repair the same at your cost at any time hereafter.
- 3) You shall sign all the necessary papers, applications and bye-laws of the proposed organization as and when required by us.
- 4) You shall observe, perform and comply with rules, regulations and bye-laws of organization.
- 5) The proposed organization may consist of the Building along with other buildings which do not form part of the Property (as defined in the Agreement dated 12<sup>th</sup> May 2012), but form part of the Larger Property.
- 6) We have made you aware that certain amenities and facilities in the Property will be shared with buildings forming part of the proposed organization and vice-versa.
- 7) You agree to maintain the said Flat and its surroundings in neat and hygienic conditions and if any damages to the staircase or common corridors caused while moving furniture, you shall immediately repair such damages at your cost.
- 8) You will pay municipal taxes and other outgoings for the maintenance of the said Flat in the building and amenities provided therein in advance every month without any dispute or delay from the date as mentioned in the intimation letter of possession of the said Flat.

For the Deccan Merchants Co-op. Bank Ltd.

Authorised Signatories

1 Mr

The Deccan Merchant Co-op Bank Ltd

Theme B: 3/4 Sachin Apartment, Sakinaka Nagar

1st Bahadur Shastri Marg, Near Hotel Royal Inn

Mumbai (MCS) - 400 5011

REGISTRATION NO. C.A. 1053/03/20/1984-85/10

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- 9) You hereby confirm that prior to taking possession of the said Flat; you have inspected the said Flat and tested all installation, furniture fittings etc., which you have found in perfectly good condition and in order. You have no complaints whatsoever regarding the workmanship and/or the quality of the materials.
- 10) You have also inspected the general amenities in the building such as lifts, water pumps, tanks, etc., and you are fully satisfied as to its quality and working conditions.
- 11) You shall not make alterations/ additions in the said Flat without consent in writing from us and/or the organization, as the case may be.
- 12) You will not throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the Property and the Building. If you or any members of your family or your servant or your guests commit any violation this term, you shall be liable to pay to us (and pursuant to formation of an organisation a penalty of Rs. 1000/- (Rupees One thousand only) for each such occasion
- 13) You shall maintain the common grill design as already approved by us. You will not modify the grill design or shifts its location. You will not affix any fixtures or grills on the exterior of the Building for the purposes of drying clothes or any other purpose and undertake not to have any laundry drying outside the said Flat. If it is found that you have violated this term, you shall be liable to pay to the Developer (and pursuant to formation of an Organisation, to such Organisation) a penalty of Rs. 10,000/- (Rupees Ten thousand only) for each such occasion
- 14) You will not make any internal changes including enclosing of a/c ducts, bathroom ducts, kitchen drying areas, shifting of any internal walls.
- 15) You will not be allowed to chisel any columns or beams. We will not be held responsible to any damages caused to the structure if you carry out any of these works.
- 16) You will keep the said Flat including the passages, lobbies and staircase clean at all times. All rubbles, wood saw dust, sand, bricks and all other wastage building materials will have to be carried down by your labor every day at your cost and deposit it at the place allotted by us. No storage of any building materials will be permitted in the parking stilts, or at any other building premises without our permission.
- 17) You are not permitted to build any loft tanks. You will be totally held responsible for any short circuits, any water leakages or any choke ups in your toilets or drainage lines due to your negligence.
- 18) You will take prior written approval from RCC consultant and/or the society before making internal changes in the said Flat.

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- 19) You will pay taxes including service tax and/or any other indirect tax, if any which may applicable with regard to the said Flat and/or agreement dated 12<sup>th</sup> May 2012 entered between us.
- 20) You have agreed to abide by the above clauses and will not claim any thing whatsoever against us.
- 21) You agree that notwithstanding anything contained to the contrary in the Agreement dated 12<sup>th</sup> May 2012 the grant of the lease of the Property in favour of the Organisation shall be done not before 10 years from the date hereof.
- 22) You also further agree and declare that this writing shall be binding upon you, your heirs and executors, administrator and assigns forever.
- 23) You declare that you have read all the above clauses and have understood them properly.

In token of your acceptance of the above terms, please sign at the foot of the letter.

***For Kapstone Constructions Pvt. Ltd. We have read the above and we accept and confirm***

Authorized Signatory

P. P. K. K.