

KALPATARU  
**AVENUE**  
KANDIVALI (E)

22<sup>nd</sup> December, 2022

To,  
Mrs. Pooja Vinay Masrani  
C-802, Silver Leaf Building,  
Akurli Road,  
Nr. National Avenue,  
Kandivali (E),  
Mumbai-400101  
09820774567

**Re: Office Unit No. 98 in the Project named "Kalpataru Avenue", situated at Akurli village, Kandivali (East), Mumbai 400068,**

Dear Sir/Madam,

Please find enclosed herewith the following documents of the above referred Unit: -

- Original Duly signed Possession Letter
- Original Meter NOC

Kindly acknowledge receipt for the same.

Yours truly,

For Neo Pharma Pvt. Ltd.



Kalpataru CRM

Encl: A/a

NEO PHARMA PRIVATE LIMITED

CIN No: U24239MH1950PTC008016

Correspondence Address: 101, Kalpataru Synergy, Opp. Grand Hyatt, Santacruz (East), Mumbai - 400 055.

Tel.: +91 22 3064 3065 • Fax: +91 22 3064 3131 • Email: sales@kalpataru.com

Registered Office: Kasturi Building, 5th Floor, Jamshedji Tata Road, Churchgate Reclamation, Mumbai - 400 020.

Tel + 91 22 2284 5999 • Fax + 91 22 2282 0058

KALPATARU  
**AVENUE**  
KANDIVALI (E)

ELECTRIC METER NAME TRANSFER - NOC

Date: 02.12.2022

Adani Electricity Mumbai Ltd  
Off. Western Express Hwy,  
Dindoshi, Malad(e),  
Mumbai-400097

Sub: Transfer of Electric Meter No. 10781017 (Account No. 153033931) in respect of Office Unit No. 98, on the 9th floor, in wing of Building No. NA in the Project/Complex known as "Kalpataru Avenue", situated at Kandivali, Mumbai - 400101 ("The Office Unit").

Dear Sir/Madam,

1. By a duly registered Agreement for Sale dated 16.12.2021, Mrs. Pooja Vinay Masrani has/have purchased the Office Unit and are the present owner/s of the Office Unit.
2. This is to certify that the subject electric meter in respect of the abovementioned Office Unit stands in our name and we have no objection to the transfer of the captioned electric meter and security deposit in respect thereof in the name/s of Mrs. Pooja Vinay Masrani.

Yours sincerely,  
For Neo Pharma Private Limited,



KOMAL RAUT

CC:

Mrs. Pooja Vinay Masrani  
Office Unit No. 98, 9th Floor  
Kalpataru Avenue  
Kandivali  
Mumbai - 400101  
+919820774567

NEO PHARMA PRIVATE LIMITED

CIN No: U24239MH1950PTC008016

KL-SPT-65

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KALPATARU  
**AVENUE**  
KANDIVALI (E)

**POSSESSION LETTER**

Date: 29/11/2022

CRN - 0060029414  
Mrs. Pooja Vinay Masrani  
C-802, Silver Leaf Building,  
Akurli Road, Nr. National Avenue,  
Kandivali (E),  
Mumbai-400101  
Maharashtra, India  
09820774567

Dear Mrs. Pooja Vinay Masrani,

Re: Shop/Unit No. 98 on the 9th floor ('said Unit'), along with 0 (Zero) vehicle parking space/s in project known as Kalpataru Avenue, situate at Kandivali, Mumbai - 400101 ('said Project').

This is to record as under:-

1. By and under an Agreement for Sale dated 16.12.2021 made by and between Ourselves as the Promoter of the One Part and Yourselves as the Allottee of the Other Part, registered in the Office of the Sub-Registrar of Assurances at Borivali-2, under Serial No. BRL-2-14375-2021 on 16.12.2021, you have agreed to acquire the said Unit, on 'ownership basis', along with 0 (Zero) vehicle parking space/s, for a total consideration and on the terms and conditions as recorded therein (the "said Agreement for Sale").
2. We are pleased to inform you that the construction of the said Unit is complete and the Municipal Corporation of Greater Mumbai ("MCGM") has issued Occupation Certificate, bearing no. CHE/A-4346/BP(WS)/AR/OCC/1/NEW dated 12<sup>th</sup> January, 2022 ("Occupation Certificate") alongwith a Corrigendum dated 14<sup>th</sup> January, 2022 ("Corrigendum"), comprising *inter-alia* the said Unit.
3. On receipt of the Occupation Certificate and the Corrigendum, we vide our Final Demand Letter had offered you vacant and peaceful possession of the said Unit subject to the terms written therein.
4. You have personally completed the full and final inspection of: (a) the said Unit (including the size, designs and specifications), (b) all fixtures, fittings and amenities/facilities as referred to in said Agreement for Sale, (c) the Occupation Certificate and the Corrigendum, (d) the said Project; and (e) the location of the vehicle parking space/s as per the approved plans; and on

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NEO PHARMA PRIVATE LIMITED

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being satisfied have accorded your complete satisfaction for the same and further have irrevocably and accepted, that:

- (i) the said Project has been constructed in accordance with the plans as sanctioned by the concerned authorities and perused by you at the time of execution of the said Agreement for Sale;
- (ii) the amenities and material used in the said Unit including the said Project, the amenities thereof and the workmanship are as agreed, and are of good quality;
- (iii) the lifts, plumbing, drainage, electric connections and other utilities are in good working condition;
- (iv) there is no dampness, seepage or water logging in the said Unit or any part of the said Project;
- (v) there are neither any defects in the materials nor in workmanship with respect to the said Unit and/or the said Project, and you have no complaints or grievances of any nature whatsoever in respect thereof;
- (vi) the said Unit is complete and is in usable and habitable condition;
- (vii) the earmarked parking space/s as an amenity attached to the said Unit, as per the approved plans, is complete for use and you have accepted the location thereof and agree to use the same only for the purpose of parking vehicle and for no other purpose and agree not to close the same any time in any manner whatsoever; and
- (viii) we have complied with all our obligations under the said Agreement for Sale, and you have no complaints, issues, disputes, claims or grievances, of any nature whatsoever against us thereunder and in respect the handover of the vacant and peaceful possession of the said Unit and the vehicle parking space/s, being personally inspected the same to your complete satisfaction, and you agree and accept not to raise any complaints, issues, disputes, claims and/or grievances, of any nature whatsoever in respect thereof, anytime, on any grounds and in any manner whatsoever.

5. Accordingly, before accepting the possession of the said Unit from us, you have personally inspected the said Unit/said Project as aforesaid, and on being fully satisfied therewith, the total consideration and the society and other charges in respect the said Unit is duly paid by you and received by us as per the terms of the said Agreement for Sale and neither party has any monetary liabilities, claims and/or obligations against each other in any manner whatsoever, as both the parties have duly complied with their respective obligations in terms of the said Agreement for Sale. Thus we have handed over to you today i.e. on 29.11.2022 and you have taken over, the vacant and peaceful physical and actual possession of the said Unit, together with the use of the vehicle parking space/s as an amenity attached thereto to your complete satisfaction, in terms and in pursuance of the said Agreement for Sale.

6. You hereby agree and accept that:

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- (i) Without prejudice and in addition to, what is provided herein, you are, and shall continue to be bound by, all the terms, conditions, and provisions of the said Agreement for Sale, and shall observe, perform, and comply with the same, and all writings executed, and/or issued, and/or confirmed by you, in pursuance thereof, including this writing, and such obligation and liability shall continue to bind you even after you are admitted to the membership of the corporate body, when formed, and the same shall also bind your heirs, executors, administrators, assigns, and shall ensure to the benefit of our successors and assigns;
- (ii) We have received Occupation Certificate alongwith the Corrigendum in respect the said Project, however for completing the finishing work, if any we, our, agents and all persons authorized by us shall have full right and absolute authority to enter upon or remain on the said Project for the purpose of carrying out and completing the unfinished finishing work, if any in the said Project for which you have given your specific irrevocable consent;
- (iii) We have/shall initiate the process of applying for the formation of the corporate body, to comprise, inter alia, of the allottees/purchasers of units/premises in the said Project subject to the full co-operation and assistance by all allottees/purchasers;
- (iv) Until such time of formation of the corporate body and until management and administration of the said Project is handed over to the corporate body, for your convenience, maintenance and general up-keep of the said Project will be carried out by us/ Property Solutions (I) Pvt. Ltd. (PMC) and it shall also handle all issues related to day-to-day management of the said Project and common amenities & facilities thereof, for which they or we on their behalf, shall be entitled to charge Management Fees as per the Agreement for Sale and/or as per our discretion;
- (v) In addition to the deposits, charges, and liabilities paid by you, you are, and continue to be, bound, and liable on and from **01.04.2022** to bear, pay and discharge to us and/or the corporate body, all applicable general maintenance charges and all other outgoings, property rates and taxes, cesses, electricity charges, water charges, public levies etc. as stated in the Agreement for Sale as stated in the bills/invoice raised by us/the corporate body. In this regard, you shall bear and pay the aforesaid liabilities regularly every month, but in any event no later than seven (7) days from the date of the bills/invoices issued in respect of the aforesaid liabilities, time being of the essence;
- (vi) There are no dues pending and/or payable by you to us and/or by us to you as of date. However, if any statutory dues (including property tax and/or any taxes whatsoever) towards and relating to the said Unit or purchase thereof whether accrued hereinbefore or to be accrued hereafter shall be, always payable by you/your successor/s at all times and we shall not be liable and responsible to pay the same nor shall we be liable and responsible for delayed payment / non-payment payment by you thereof. You do not have, and shall not, in future claim or raise any demand, dispute against us towards any damages or penalty/ies raised by concerned government authorities, payable by you from the receipt of the vacant and peaceful possession of the said Unit, as per the terms of the said Agreement for Sale, for any reason whatsoever;

- (vii) You, at all times, are to abide by and adhere to the terms and conditions mentioned in the Home Care Manual (enclosed with the possession kit). We shall not entertain/redress/address any complaint/s, grievance/s and/or claim/s in respect the said Unit in the defect liability period/construction defect provisions mentioned in the said Agreement for Sale, if you have failed to comply/observe with any of the terms and conditions of the Home Care Manual (including the Do's and Don't mentioned therein); and
- (viii) You, will use the said Unit only for commercial use and not for residential use.

7. Regarding the interior work in the said Unit, the following terms and conditions shall additionally apply:


- (i) Any internal work in the said Unit including setting up/making 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 as contained in the said 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) You shall not make any addition or any alteration to the architectural elevation, external lighting scheme, projection/s of the said Project and shall not change the outside colour scheme or coating of the said Project;
- (iii) You shall not make any change in any of the external windows or doors of the said Unit in the said Project by way of shifting, altering, changing the colour or any other way whatsoever;
- (iv) You agree to fix the air-conditioner/s, whether window or split only at the designated places earmarked for it and only after the written permission of your maintenance department in that regard and also agree that your decision in that regard shall be final and binding on you;
- (v) You shall not keep any plants in pots or any other objects on the outer sill of the windows and balconies of/or appurtenant to the said Unit shall not do anything, which may cause discoloration or disfiguration or any damage to the said Project;
- (vi) You shall not cover any common passages, balconies or construct any structure or poles or pergolas or swings or trellis on the balconies of/or appurtenant to the said Unit;
- (vii) You shall not chisel or break or cause any damage to the columns, beams, walls, slabs, or R.C.C. Parais parapets, railings provided in the said Unit and the said Project;
- (viii) You shall not carry out any alteration in the said Unit by way of breaking/chiseling/core-cutting any common passage/beams/columns/structural walls, nor shall you affix or cause any slabs on voids/service shafts provided in the said Unit/said Project;
- (ix) You shall not make any other structural additions or alterations of a temporary or permanent nature, in or to the said Unit;

- (x) You shall not make any additions or alterations to the existing walls, without prior written permission of the MCGM or other concerned authorities;
- (xi) You shall not damage the water proofing layers of the bathrooms and dry balconies, chemical coat water proofing in other areas of the said Unit (if applicable), while doing interior works of the said Unit;
- (xii) You shall not make any additions and/or alterations to the electrical layout and/or install any such equipment/s such that the permitted electrical load for the said Unit is exceeded;
- (xiii) Prior written permission from us and the concerned statutory authorities respectively, are required for erection of grills, and for structural changes, if any, including but not limited to demolition of internal walls in the said Unit;
- (xiv) You alone shall be liable and responsible for any damage that may be caused to the said Unit, the adjoining Unit the upper or lower floors or to the common areas and amenities or to any part/portion of the said Project including towards any penalty levied by any authorities, due to any act or omission on your part in carrying out such structural/non-structural changes 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;
- (xv) You, your workmen and agents shall not do or be permitted to carry out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Unit. Subsequently, any nuisance or disturbance shall not be caused or caused to be done at any time to the purchaser/s/allottee/s of other units and other premises in the said Project. Your workmen are requested to leave the said Project at 7.00 P.M. on a daily basis;
- (xvi) You, your workmen and agents shall not do or be permitted to carry out any work of interior decoration, renovation, furniture making or any other allied work in the said Unit which would cause/create any nuisance or disturbance on any day between 1.00 P.M. and 3.00 P.M. and the entire day on Sunday and Public Holidays;
- (xvii) You are required to make suitable arrangements for removal of debris upto the area designated for debris removal by us and we shall dispose off the debris from the said designated area, for which you have paid us an agreed non-refundable amount towards disposal of the debris by us, till the completion of the interior works in the said Unit by you;
- (xviii) For the proposed interior work to be carried out by you, you have, as and by way of an interest-free interior works security deposit, kept deposited with us an agreed amount for the due compliance of the terms and provisions hereof; and
- (xix) In the event of your non-compliance with the aforementioned or committing breach of any of the above terms, we shall be entitled to take appropriate action against you, including stopping of the interior works in the said Unit until the same is rectified.

8. You have understood the contents of this writing and have executed the same out of your own free will and accord, and without being under any force, duress and/or pressure of any kind whatsoever.

Kindly confirm your irrevocable confirmation and agreement with the above, by countersigning this writing, and kindly execute and deliver to us the Declaration-cum-Undertaking and Indemnity as per the format provided to you after you being fully satisfied with contents thereof.

Yours sincerely  
For Neo Pharma Private Limited

  
Authorized Signatory

I/We agree and confirm having received the Original one set of key of the said Unit.

  
Mrs. Pooja Vinay Masrani