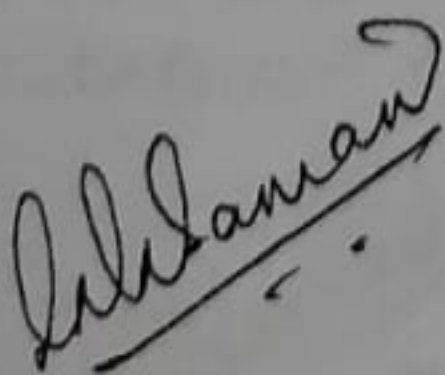
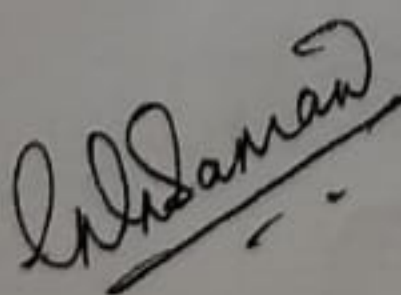
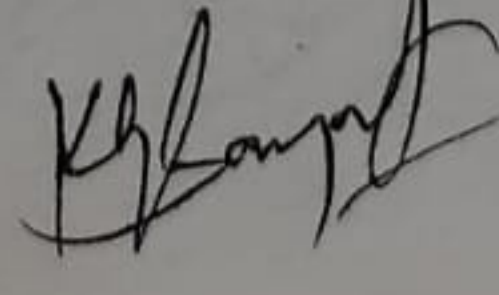


- g) I/We shall pay all other charges, outgoings, deposits, taxes, etc. as may be demanded by you from time to time without any disputes.
- h) The lifts, plumbing, drainage and electric connections, utilities, facilities, and conveniences in respect of the Flat and the Building respectively have been installed, commissioned and functional.
- i) There is no dampness, seepage or water logging in the Flat
- j) I/We shall sign and execute all necessary forms, Applications, etc. for formation/registration of Society and making/admitting us as Members and also shall become Member thereof and shall abide by Rules, Regulations and bye-laws and resolutions of the Society. I/We undertake that pending our admission as members, I/We shall abide by, observe and fulfill all our obligations in terms of the Agreement and the statutory obligations under MCGM/MRTP/D.C. Rules/BMC Act, etc, from time to time and shall not object or dispute as to compliances of our obligation. I confirm that the Promoter / Developer is in the process of formation of the society and that I have given my confirmation for the same to the Developer/ Promoter, and that I shall not form or initiate the formation of any competing common organization of allottee(s) in respect of the said Project.
- k) If any levy of whatsoever nature is levied in the above Flat or to the property hereafter. I/We alone shall pay the same at actual or in proper proportion, including payment of the property taxes for the common areas and parking in accordance to the area occupied by me/us.
- l) I/We confirm that the irrevocable consents, permissions and authorities given by me/us under the said Agreement shall continue to be valid, binding upon and enforceable against me/us.
- m) I/We undertake that we shall not make any alteration by which external elevation of the building is changed in any manner particularly we shall not enclose the openings in the exterior walls of my/our Flat by putting any grill or otherwise. However, if any such change is being made by me/us, in that event you and/or the Society shall have irrevocable right to uncover it or dismantle it at my cost.
- n) I am/we are aware that you have provided Stilt/Open Parking facilities in the said building. I/We confirm that you are entitled to deal with and dispose of the said parking space stilt and/or open to the Intending Purchaser for such consideration and on such terms and conditions as you may desire. I/We will not park my/our vehicle in the parking space stilt and/or open and/or in the compound of the building, save and except the parking space provided/allotted by you to me/us, if any, and you are free to deal with the said other parking, spaces in favour of other Purchasers of the said building.


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V. S. Sanyal

- o) I/We agree and undertake to pay to you the statutory levies including service tax, VAT, GST and other charges, if any, found in arrears as undertaken by us under our said Agreements and payable on sale of the above mentioned Flat to me/us without any dispute or demur and you shall not be held liable or responsible for payment of such taxes and levies nor shall I/we object or dispute to the payment of the aforesaid taxes under the concerned statutes and you shall not be held liable under such statutes.
- p) I/We agree and undertake that from the date of expiry of the Notice period for possession, I/We shall pay various outgoing and taxes/maintenance charges irrespective of whether possession of the new Flat is taken by me/us though offered by you.
- q) I/We shall not use the common terrace of the building and/or the open portion of the land for any purpose whatsoever.
- r) I/We confirm that you have provided lift with all necessary operating machine and they are in good and working condition.
- s) I/We confirm that you shall endeavour to provide to me/us in our said Flat Gas Connection from Mahanagar Gas Limited and I/We shall bear, pay and discharge all amounts of installation, deposits, charges, etc. immediately on being demanded by you or Society.
6. I/we am/are aware that if outgoing are not paid by all regularly the management of the property may fall in jeopardy and the following consequences may ensue and you will not be responsible for the same:
- (a) essential amenities in respect of my Flat may be withheld/withdrawn/or temporarily /suspended,
- (b) default in payment of Municipal taxes/Ground rent /N.A. Tax/Taxes, charges, premium including increase, if any or other outgoing etc. resulting in attachment of the said Property
7. I/we hereby agree and accept that:
- (i) We agree, declare and confirm that, all dues/liabilities/outstanding/benefits (if any) to be paid/passed on/ or given by you to me/us, are fully and finally settled/passed on or adjusted against my /our dues if any with all benefits accrued to the Company, and We have received from you and/or have been passed on with or my dues if any are adjusted against all benefits accrued to the Company, and We neither have nor shall raise a claim against the Company on any of the aforesaid accounts.
- (ii) I/We shall as and when directed by you/ Society apply for the membership of a Society proposed to be formed of the members of the said building (the, "Society"),

and sign and deliver all application forms, letters, declarations, undertakings, indemnities, etc., in accordance with the applicable provisions of the Maharashtra Co-operative Societies Act, 1960, the Agreement and the Bye-laws, rules and regulations of the Society to be formed and as required by you and the Society to be formed.

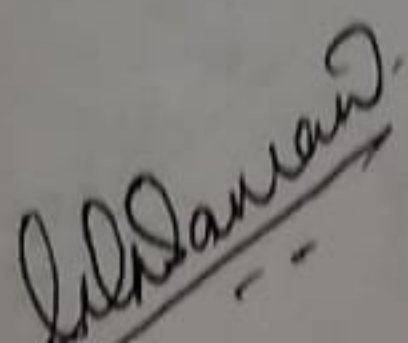
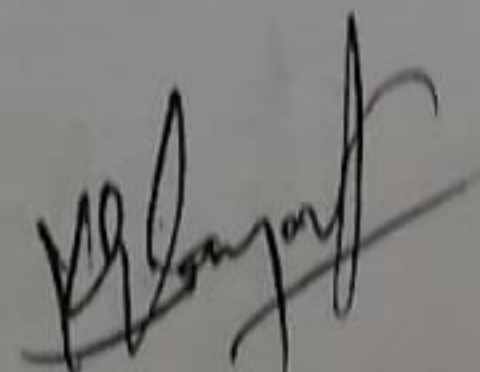
(iii) Without prejudice and in addition to what is provided herein, I am/we shall continue to be bound by all the terms, conditions and provisions of the Agreement for Sale and shall observe, perform and comply with the same and all writings executed and/or issued and/confirmed by me/us in pursuance thereof including this writing and such obligation and liability shall continue to bind me/us even after I/We are admitted to the membership of the Society to be formed and shall bind my/our heirs, executors, administrators, assigns and shall ensure to the benefit of our successors and assigns.

(iv) In addition to the deposits, charges, and liabilities paid by me/us, I/We am/are bound and liable and continue to be bound and liable to pay on from the date of offer for Possession offered by you to us and/or the Society, all applicable general maintenance charges and all other outgoings, property rates and taxes, cesses, lease rent, electricity charges, water charges, public levies etc. as stated in the Agreement for Sale and as stated in the bills/invoice raised by us/Society. In this regard, I/we shall bear and pay the aforesaid liabilities regularly every month but, in any event, not later than seven (7) days from the date of receipt of the bills/invoices raised by you/Society in respect of the aforesaid liabilities. Time being of essence.

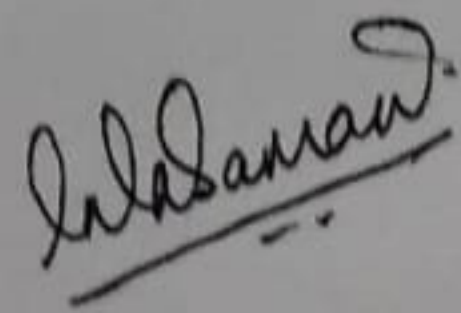
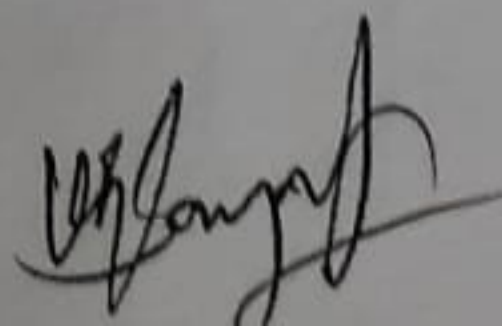
8. Regarding interior work in the Flat, the following terms and conditions shall additionally apply:-

(i) Any internal work in the Flat including setting up/making of furniture and fixtures and/or interior decorations shall be at our own costs, charges and expenses and strictly in accordance with the terms and conditions as contained in the IOD, OC, Agreement for Sale and/or such additional conditions as may be stipulated by you in that regard and subject to the compliance of all statutory rules and regulations and shall not hold you responsible/liable. In the event, any damage is caused to any other occupants of the Building or any other Flat in the building by reason of the interior works being carried out by us, I/We shall reimburse the same.

(ii) Previous written permission from you/Society and from Concerned Statutory Authorities shall be taken for erection of grills and for structural changes if any including demolition of kitchen/toilet/internal walls including water proofing in the Flat.

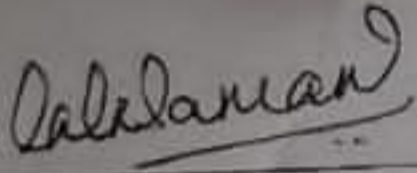



3. I/We confirm that as informed to us, you have already obtained Full Occupation Certificate as issued by the MCGM on 01/04/2022, copy of which has also been forwarded to me/us and we hereby acknowledge receipt of the same.
4. I/We confirm that prior to/simultaneously on execution/confirmation of the Letter of Possession, I/We have paid/deposited with you the amount agreed to be paid/deposited with you on the express undertaking that the same will be honored on being deposited by you and on the further express undertaking that further amounts as undertaken to be paid by me/us under the said Agreement shall be duly paid by me/us on or before its respective due dates.
5. I/We hereby agree declare and confirm that I/We shall comply with and fulfill all my/our Obligations under the said Agreement including and inter alia as follows:-
 - a) I/We shall pay outgoings of my/our Flat and other common expenses including maintenance charges to you or the Society on being formed as may be directed by you from time to time and as may be payable (on or before its due date) without waiting for or with or without being furnished with the bills, notice or intimation for the same as per the outgoings mentioned (provisionally) under the said Agreement or revised outgoings as intimated to me/us from time to time by you or the Society on being formed.
 - b) Water and Electricity Charges in respect of my/our Flat including common electricity charges of the said Flat shall be borne and paid by me/us along with other acquirers or purchasers of Flat in the building and no part of the same will be paid by you.
 - c) I/We shall carry out alterations, improvements and furniture works in my/our Flat after obtaining prior written permission from you and also wherever required from the Competent Authority without violating the Bye-laws, Rules and Regulations of the Municipal Corporation and I/we do hereby undertake that we shall not carry out any changes in the Flat which are not approved as per the O.C. plans, as also the bye-laws of the Society and without affecting the adjoining Flat as also of the lower/below floor/upper/above floor Flat and after taking written consent from MCGM, you and/or the said Society.
 - d) I/We have inspected my/our Flat and I am/ We are satisfied that the construction work of the Flat is complete and all amenities, fixtures and fittings in the said Flat have been provided by you as per the said.
 - e) I/We shall use the said Flat for our personal residence only.
 - f) I/We shall keep the fire escape passage Terrace, open space/compound area and the staircase free of any obstructions at all time.

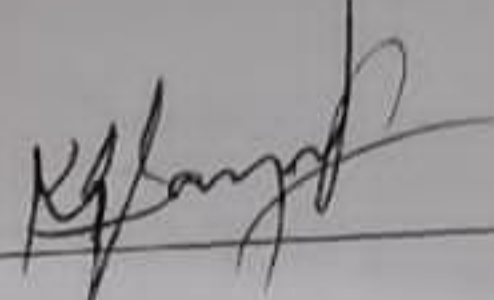


11. I/We further agree and undertake that aforesaid covenants as well as covenants given under the said Agreement shall be binding upon me/us and I/we shall comply with and fulfill the same without committing any breaches, etc. and you shall be entitled to enforce the same including to cancel our Agreement against me/us and I/We shall not object or dispute the same.

Thanking you.

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Mrs. Kanchan Kamalakar Samant

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Mr. Kamalakar Gajanan Samant



Bhumi

BUILDERS & DEVELOPERS

Mob.: 9769943048
9619223048

Admin Office : Dwarka Co.Op.Hsg. Ltd., Plot No. 56, Flat No. 101, Datar Colony, Bhandup (E), Mumbai - 400042.
Email: bhumbuildersdevelopers@gmail.com

POSSESSION LETTER

Date :

To,
Mrs. Kanchan Kamalakar Samant
Mr. Kamalakar Gajanan Samant
Sujal Chs Ltd
Kanjurmarg (E), Mumbai-400042.

Dear Madam & Sir,

We refer to the Agreement for sale dated 29th December, 2020 executed by and between us in respect of the Flat No.303, on 3rd Floor in Residential Building called "Dwarka Chs Ltd" being lying and situated at Plot No.56, Village- Kanjur , CTS No.971, Datar Colony, Bhandup (East), Mumbai-400042 and in pursuance thereto are pleased to handover to you vacant, peaceful and physical possession of the Flat , duly constructed and completed in all respects in accordance with the terms of the said Agreement.

Kindly note that all the cost / charges and expenses in respect of your said Flat including Electricity / Gas charges will be borne and paid by you from the date of possession.

We Heartily Congratulate you for your dream home and wish you all the best for your future endeavors.

Your Faithfully,

I / WE CONFIRM THE ABOVE

For M/S. Bhumi Builders & Developers

V.P. Choudhary
Proprietor

POSSESSION ACKNOWLEDGEMENT LETTER

Date :

From:

Mrs. Kanchan Kamalakar Samant
Mr. Kamalakar Gajanan Samant
Sujal Chs Ltd, Datar Colony,
Kanjurmarg (E), Mumbai-400042.

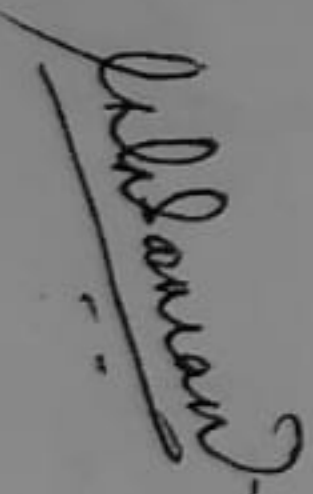
To,

Bhumi Builders and Developers
Dwarka Chs Ltd, Plot No.56,
101, 1st Floor, CTS No.971,
Datar Colony, Bhandup (East)
Mumbai 400 042.

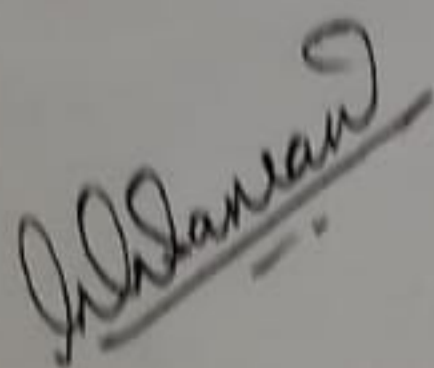
Re: Agreement for Sale dated 29th December, 2020 (hereinafter referred to as "**said Agreement for Sale**") in respect of Flat No. 303, on the 3rd Floor (hereinafter referred to as "**said Flat**") in the building known as "**Dwarka Chs Ltd**" being lying and situated at Plot No.56, Village- Kanjur, CTS No.971, Datar Colony, Bhandup (East), Mumbai-400042.

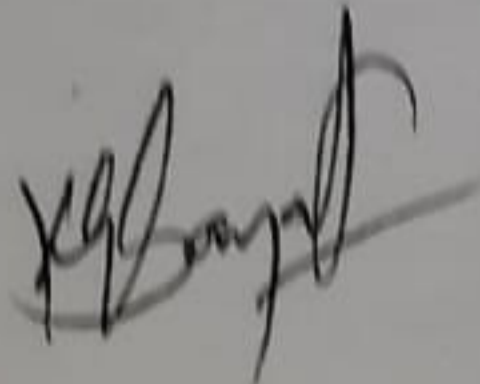
Dear Sir,

1. I/We confirm having received from you today, the actual, vacant, peaceful and physical possession of the above mentioned Flat (along with keys thereof) duly complete in all respects to my/our satisfaction and as per/in consonance of the terms of the said Agreement for Sale.
2. I/We further confirm having verified of the Flat and also the amenities provided therein, and hereby declare and confirm that we are satisfied with the same including but not limited to the construction work carried out as regards the quality of materials, etc. as well as the amenities installed therein. I/We further confirm having verified that you have carried out the construction of the above building as per the sanctioned Plans/O.C. Plans and other permissions issued by the Concerned Authorities and I/we am/are satisfied the same. I/we declare and confirm that I/we neither have nor shall raise any dispute and/or claim of whatsoever nature in respect of the said Flat, construction relating thereto and/or amenities installed in the said Flat.



- (iii) My/Our workmen and agents will not carry out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. in the Flat. Subsequently, any nuisance except normal wear and tear shall not be caused at anytime to the Purchasers/Allottee/s of other Flat and other Flat in the Building. My/ Our workmen shall leave the Building at 6.00 P.M. on a daily basis.
- (iv) I/We/Our workmen and agents shall not carry out any work of interior decoration, renovation, furniture making or any other allied work in the Flat 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 all Sundays/Public Holidays.
- (v) I/We shall make suitable arrangements for removal of debris with the permission of Appropriate Authority at my/our Own cost. In case, debris is not removed within 5 days, you/Society at your option can do the same and debit appropriate/commensurate expenses from my/our account and /or monthly bills for each lorry trip for the removal of debris and other charges which I/we shall be liable to pay immediately on demand without any protest, objection or dispute.
- (vi) In the event of my/our non- compliance with the aforementioned or committing breach of any of the above terms, you shall be entitled to take appropriate action against me/us/ including stopping of the interior works in the Flat until the same is rectified.
- (vii) I/We hereby irrevocably undertake and confirm that till the Society is not formed of the prospective purchasers of the said project, I/We shall not Sale/Mortgage/Lien/Gift the said Flat or create any third party right of whatsoever nature without prior written permission from You.
- (viii) I/We hereby confirm that the undertaking (if any) executed at the time of registration of Agreement for Sale shall remain valid subsisting and binding upon me/us as well as my/our heirs, executors, assignees, etc.
9. I/we confirm that since vesting documents will be claimed only in terms of the Agreement. I/we shall not claim from you any documents, writings or otherwise nor you shall be held liable or responsible for the same till you dispose off all the Flat/parking spaces in the building.
10. I/we shall not transfer or assign or let out the said Flat or create any encumbrance without prior written consent from you/the Society on being formed and shall abide by all the terms and conditions of the Agreement executed in my/our favour as also the Bye-Laws of the Society.







भारत सरकार

GOVERNMENT OF INDIA



सोमनाथ पंढरीनाथ मयेकर

Somnath Pandharinath Mayekar

DOB: 29-03-1982

Gender: Male



2926 8685 5325

आधार - आम आदमी का अधिकार

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

SOMNATH P MAYEKAR

P T MAYEKAR

29/03/1982

Permanent Account Number

ALDPM9507E

Somnath P. Mayekar.

Signature

