

Date: **16-Nov-23**

To  
**A.Infrastructure Ltd**  
CRN No: 1249988

**Handover of Possession**

Ref: Agreement to sell dated **27-Nov-14** registered at **BBE4-4614-2014**, before the Sub-Registrar at Worli ('**Agreement**'), in respect of Residential Unit No. **5902**, in **Trump® Tower Mumbai Wing A**, situated at **Lodha Park, Mumbai ('Unit')**.

Dear M/s.**A.Infrastructure Ltd**,

We refer to the Agreement. As informed to you earlier, your Unit is ready for occupation. As confirmed by you, we have scheduled your possession and key handover on 16-Nov-23 at the site.

At time of possession, in case of any defects/issues, we request you to inform our Hospitality & Property Management (HPM) representative about the same within 48 hours of your scheduled possession. The defects (if any) shall be rectified as per the Company's policies within 30 days of receiving such information. You may thereafter collect the keys for your unit from the HPM representative at the site.

We request you to inspect the unit before accepting its keys. Upon collection of the keys as above, it will be deemed that you confirm and undertake that:

- (i) You are aware that the common areas, including club facility (ies), swimming pool(s), garden(s), playground(s) etc. are for use by all owners/residents of the larger property and no individual / group shall in any manner interfere in the management of and access to the said facilities by us till such time that all the buildings in the larger property are fully completed and handed over to the society (ies).
- (ii) You are aware that we have unsold unit(s) in the said building and/or the larger property and shall be operating our sales office inside the development till such time that all the units in the larger property are sold. Until such time that all the units in the larger property are sold, our staff, associate(s) and prospective customer(s) shall be visiting the property, building(s), unit(s) and/or common area(s) from time to time and you shall not raise any objection or cause any obstruction in this regard.
- (iii) You are aware that there are other structures/buildings to be constructed / under construction in the larger property, in compliance with the relevant provisions of the applicable Development Control Regulations (as may be amended from time to time), and

you do not have any objection in relation to the same and waive any right to raise any objection in this regard. Further, you are aware that, during the period of construction of such other structures/buildings, part of the larger property (which may include part of the parking and/or common areas) maybe isolated by means of barricading/equivalent and only construction access shall be permissible in such isolated area(s) in view of safety and/or construction logistics requirements. Further, in order to ensure cleanliness and safety of your building and/or in use common areas, the site team may take necessary measures such as safety net installation etc. in such areas, as it may deem fit.

- (iv) You are aware, the finishing of the parking areas across the multiple levels of the podiums is being done in a phased manner, hence in the interim you agree to continue using the designated temporary car parking zone.
- (v) In accordance with the possession demand letter rental offset amounting to INR. 563871/- has been offered and accepted by you and the Unit has been delivered in accordance with the Agreement, accordingly you have no outstanding grievances against the company and waive any claims against the Company in respect of or in connection with the handover of possession of your Unit. In the event of any payment identified at a later stage as incorrectly posted in your account shall be reversed and you are requested/liable to make a payment of the same.
- (vi) After the expiry of the initial period for which Common Area Maintenance (CAM) Charges have been collected by the Company, you shall be obliged to pay the CAM charges in advance on or before the 1st day of each quarter to the Ultimate Organization or the Company, as the case maybe. The Ultimate Organization shall be responsible for collections of both, Building CAM charges and Federation CAM charges from its members. The Ultimate Organization shall ensure that the Federation CAM charges are collected and deposited with the Federation on or before the 1st day of each quarter.
- (vii) You are aware that any sale/transfer/lease etc. of the Unit shall require written approval/ no-objection letter (“**NOC**”) from the Ultimate Organization as well as the Federation (separately, and till such time that the Ultimate Organization and the Federation take over the management of the affairs of the building and the larger property respectively, of the Company. You further agree that in the event of any breach of any conditions, covenants or obligations under your registered Agreement, including but not limited to, breach of any conditions pertaining to fit-out and maintenance of the Unit, you shall be required to rectify and cure such breach prior to obtaining such NOC. Your are aware that at the time of issuance of such NOC, you (or party acquiring the interest, as you may mutually agree) will be required to clear all outstanding dues on the Unit, including but not limited to, CAM charges, Property Tax, utility bills, along with interest and/or penalty thereon, and further, make deposits of CAM Charges and Property Tax for duration as maybe specified by the entity issuing such NOC.

Please note that all the facility charges in respect of the said Residence (including CAM Charges, electricity and water charges, security and taxes) are payable with effect from 01-May-23. Also note that the CAM charges being collected are at provisional rates and incremental charges, if any, will be payable by you within 15 days of demand and in case of delay, shall carry interest as per terms of the Agreement to Sell. Accounts in respect of the CAM charges shall be provided at the time of society handover.

We request you to sign this letter confirming your acceptance of the terms and conditions mentioned above.

Yours sincerely

**For Macrotech Developers Limited**



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**(Deputy Vice President - Customer Experience)**

We confirm and accept

Signature of the Applicant

Signature of the Co-Applicant

**A.Infrastructure Ltd**