

Date: 27-Oct-18

To
Usha R. Kotian
Rajendra D. Kotian
B/206 Raksha Darshan,Pandurangwadi,
Dombivli East,
Thane-421201
Contact: 9870686970

Handover of Possession

Ref: Agreement to sell dated 29-Oct-14 registered at KLN5-7114-2014, before the Sub-Registrar at KALYAN ('Agreement'), in respect of Residential Unit No. 403 of Lagoona in F situated at Lakeshore Greens DOMBIVLI ('Unit')

Dear Usha R. Kotian,

CRN: 1244342

We refer to the captioned Agreement. As informed to you earlier, the captioned Unit is ready for Occupation.

Further, as confirmed by you, we have scheduled your possession and key handover on 27-Oct-18 at the Site.

We request you to inspect the unit before accepting its keys. In case of any defects/issues, we request you to immediately inform the Facility Management representative about the same. 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 Facility Management representative at the site office. Upon collection of the keys as above, it will be deemed that you confirm and undertake that:

- You have inspected the Unit;
- You have found and satisfied yourself that all amenities, areas, construction quality and workmanship to your satisfaction and in accordance with the Agreement;
- You have no complaint or grievance or claims of any nature whatsoever against the Company in respect of the Unit or under the Agreement to Sell or otherwise and the right to raise such grievances/claims shall be deemed to have been waived;
- (iv) 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.
- (v) 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).

- (vi) 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.
- (vii) Multi-level car parks or other structures primarily meant for parking (Parking Structures) may require redevelopment / renewal / repairs / upgradation (Renewal Activity). In the event the Company or the organisation / entity responsible for such Parking Structures determine that such Renewal Activity is required and the car parking spaces allocated to the Purchaser is located in such a Parking Structure, the Purchaser will be informed, in writing, of the decision to undertake the Renewal Activity. The Purchaser hereby agrees and undertakes that within 14 days from the date of receipt of such written communication the Purchaser will vacate the relevant car parking spaces and shall not raise any objection to such Renewal Activity provided that the Purchaser is allocated alternate car parking spaces commensurate to the original car parking spaces.
- (viii) You shall be thereafter solely responsible and liable for any damage, alteration and defect in respect of the Unit or any of the amenities, fittings and fixtures provided therein.

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

Please note that all the facility charges in respect of the said Unit (including CAM Charges, electricity and water charges, security, maintenance and Taxes) are payable with effect from 20-Apr-18. 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.

Yours faithfully, For Palava Dwellers Pvt Ltd

(Deputy General Manager - Customer Care) We confirm and accept

Applicant

Co-Applicant

Name: Usha R. Kotian

Name: Rajendra D. Kotian