

# EVIE REAL ESTATE PRIVATE LIMITED

## POSSESSION LETTER

To,

Dated: 27.02.2024

Mrs. Devanshi Dheerenbhai Shah

Mr. Nilesh Radhakrishna Kauthe

1507 Lilium Building, Nahar Amrit Shakti, Chandivali,  
Chandivali Farm Road,  
Mumbai 400072

**Ref:** Occupation Certificate ("OC") dated **11.09.2023** granted by Municipal Corporation of Greater Mumbai ("MCGM") in respect of residential building known as "**Tower B**" in the project known as "**Runwal Bliss**" being constructed on the plot of land bearing CTS Nos. 1004, 1005(part), 1005/1, 1006, 1007/3(part), 1007(part), 1007/4, 1009(part), 1009/5, 1009/6, 1010(part), 1013(part), 1014(part), 1014/1 to 1014/6, 1017, 1017/1 to 1017/6, 1018 and 1018/1 to 1018/9 situate at Runwal Bliss, Crompton Greaves Compound Kanjurmarg (East) Mumbai - 400042 ("**the said Land**")

**Sub:** Handing over possession of the Flat bearing no. **B-2104**, ("**Said Flat**") situated on **21st Floor** of Tower known as "**TOWER B**" ("**Said Building**")

Dear Sir / Madam,

We once again record that we have received OC from MCGM as referred hereinabove (copy whereof has already been provided to you) and in pursuance thereof, we are handing over physical possession of the Said Flat to you on the conditions as mentioned hereunder:

1. You have personally visited and inspected the Said Flat, said Building/Tower and the amenities and facilities in the Real Estate Project as defined in the said Agreement dated: **03.05.2019** and have accorded your complete satisfaction for the same and you have no grievances or claims of any nature whatsoever.
2. You will use the Said Flat for residential purpose only.
3. You accept the terms of the Fit-Out Guidelines as under and you have agreed to observe and comply with the same. You shall ensure that your labourers/contractors shall also strictly follow the same.
  - (i) Any internal work in the Said Flat including 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 of the said Agreement and also subject to the compliance of all statutory laws, rules and regulations;
  - (ii) To quietly and peacefully carry out the furniture/interior work in the Said Flat and not at any time cause any nuisance or disturbance or hindrance or obstruction to the neighboring occupants and/or any other occupants of the building or otherwise;
  - (iii) Not to make any addition or any alteration to the architectural elevation, structure, projection of the building or to change the outside colour scheme or coating of the same;

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- (iv) Not to partition the Said Flat or remove/demolish the existing partition and not to amalgamate, merge the Said Flat with other(s) or adjoining flat(s);
- (v) Not to make any change in any of the external windows or doors of the Said Flat by way of shifting, altering, changing the colour or in any other way whatsoever;
- (vi) Not to provide external grills over the windows which will affect the elevation of the building;
- (vii) Not to affix any fixtures or grills on the exterior of the Said Flat for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the Said Flat;
- (viii) Not to keep any plants in pots or any other objects on the outer sill of the windows or on the parapets or chhajjas/ terrace/ balconies of/ or appurtenant to the Said Flat and not to do anything which may cause discoloration or disfiguration or any damage to the building or the external facade;
- (ix) Not to cover any chhajjas/ terrace/ balconies or construct any structure or poles or pergolas or trellis on the chhajjas/ terrace/ balconies of/ or appurtenant to the Said Flat;
- (x) Not to chisel or break or cause any damage to the columns, beams, walls, slabs, chhajjas, R.C.C. or other structural members in the building etc. as provided therein;
- (xi) Not to carry out any alteration in the Said Flat and/or the building by way of breaking any walls, beams, columns, chhajjas so as to alter the external appearance of the Said Flat, nor to cause or create any slabs on voids provided in the building;
- (xii) Not to make any other structural additions or alterations of a temporary or permanent nature, in or to the Said Flat;
- (xiii) Not to damage the water proofing layers in the bathrooms, dry balconies, flowerbeds, niches and chhajjas while doing interior works or otherwise of the Said Flat;
- (xiv) Not to break or damage the final coat of waterproofing or damage the brick bat layer either in the bathrooms, dry balconies, flowerbeds, niches, chhajjas of the Said Flat. In the event, any change/s is/are done or caused to be done by you in the Said Flat which causes leakage to the flat below the Said Flat or otherwise, you shall be liable and responsible for the same and you shall make good the loss suffered and/or sustained by us /occupant of such affected flat in addition to restoring/ repairing the damage caused;
- (xv) Your workmen and agents will not do any work of interior decoration, renovation, furniture making or any other allied work between 7:00 P.M. and 9:00 A.M. in the Said Flat and no nuisance shall be caused at any time in the building and at the time of any work. Your workmen/agent/contractor or their employees, etc. will wear identity card and the same be will be produced as and when demanded by any occupant/ security personnel in the building;
- (xvi) To make suitable arrangements for removal of debris. In case debris are not removed, you authorise and entitle us to remove the same and debit Rs. 10,000/- (Rupees Ten Thousand Only) for each Lorry Trip for removal of such debris and same shall be initially adjusted against the Security Deposit paid by you, if any and in case if the expenses exceed more than the security deposit, then, the same shall be paid by you immediately on receipt of the necessary intimation/invoice from the Promoter;

*all*

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(xvii) To store dirt, rubbish, refuse, garbage, etc. only in the designated places.

(xviii) You shall transfer to us an amount of Rs.75,000/- (Rupees Seventy Five Thousand Only) towards interest free Security Deposit for carrying out fit-out works in the Said Flat. Promoter will cause final inspection of the Said Flat post fit-out. In case any fit-out violation is noticed during the inspection, you will duly rectify the same, failing which we will be entitled to do the same and seek reimbursement thereof from the Security Deposit. If the fit-out violation requires rectification for a sum beyond Rs.75,000/- then in such event you shall be required to pay to the Promoter the differential amount within a period of 7 days from the date of intimation to you by the Promoter. Security Deposit amount shall be refunded to you upon settlement of all accounts, including without limitation, reimbursement due to fit-out violation, settlement of accounts in respect of society maintenance charges and common area maintenance charges, by Promoter with the Society.

4. You shall be liable to pay in advance an estimated sum of **Rs. 160800.00/- (Rupees One Lakh Sixty Thousand Eight Hundred Only)** towards BCAM Charges (for a collective period of **24 months**). The Building Common Area Maintenance Charges is collected towards amenities and facilities provided within the said Building. BCAM Charges shall be borne and paid by you in common with other allottees of the Said Building in proportion to the carpet area of the Said Flat to the total carpet area of all the flats of the Said Building. Once the Society for the Said Building is formed and duly operationalized, the Society will take over and maintain the amenities and common area facilities for the Said Building and the Promoter shall not be responsible for the same and you will have to make necessary contributions and payments as decided by the Society from time to time. Every year the Promoter will be entitled to increase the BCAM Charges as it deems fit. In case you fail to pay the BCAM Charges to the Promoter after expiry of the aforesaid period of 24 months, you hereby unconditionally authorize the Society to collect these amounts from you which shall be adjusted at the time of settling of accounts between the Society and Promoter.
5. You shall also pay in advance an estimated sum of **Rs. 160800.00/- (Rupees One Lakh Sixty Thousand Eight Hundred Only)** towards Federation/common area maintenance charges ("FCAM Charges") in respect of the Said Flat for a period of **24 months** from the date of receipt of Occupancy Certificate for the Said Flat. FCAM Charges includes but is not limited to maintenance of common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Larger Land (as defined in the said Agreement). In the event, if Part Occupancy Certificate for the said Building is issued by MCGM prior to issue of Full Occupancy Certificate, then such share of FCAM Charges shall be payable by you from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate. Once the above sum collected by us gets exhausted, you will regularly pay to us FCAM Charges (as per demand raised by the Promoter) till the Larger Land is conveyed to the Apex Body (as defined in the said Agreement). FCAM Charges shall be borne and paid by you in common with other allottees of the Whole Project in proportion to the carpet area of the Said Flat to the total carpet area of all the flats in the Whole Project. Once the Larger Land is conveyed to the Apex Body, the Apex Body/Federation will take over and maintain the common area amenities and facilities of the Larger Land and the Promoter shall not be responsible for the same and you will have to make necessary contributions and payments as decided by the Apex Body/Federation from time to time. The Promoter will be entitled to increase the FCAM Charges after the expiry of the aforesaid period of 24 (twenty-four) months as it deems fit. If the FCAM Charges available with the Promoter is lesser/shorter than the expenses incurred towards respective maintenance of the said Building and common area, then you shall be liable to proportionately contribute to such shortfall. In case you fail to pay the FCAM Charges to the Promoter after expiry of the aforesaid period of 24 months, you hereby unconditionally authorize the Apex Society to collect these amounts from you which shall be adjusted at the time of settling of accounts between the Apex Society and Promoter.

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Any delay in payment of the aforementioned shortfall on the stipulated due date will attract interest at the prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon, p.a. from the due date till the date of actual payment apart from disconnection/discontinuation of common services till such time the payment, including interest and restoration charges, are paid. The Promoter shall be under no obligation to carry out any maintenance in the building and/or common area if adequate maintenance charges are not available and/or not paid.

6. You shall be liable to additionally bear and pay your share of Property Tax as and when demanded by Promoter and/or MCGM, as the case may be. The amount payable by you as specified herein, does not include your share of Property Tax, which you shall be liable to bear and pay, effective from the date of issue of Occupancy Certificate for the said Building. In the event, if Part Occupancy Certificate for the said Building is issued by MCGM prior to issue of Full Occupancy Certificate, then such share of Property Tax shall be payable by you from the date of issue of such Part Occupancy Certificate, irrespective of the date of issue of Full Occupancy Certificate.
7. You have physically inspected, checked and verified the Said Flat and have fully satisfied yourself about the accuracy of the carpet area, height, quality of construction, flooring, painting, plastering, electrical fitting, fixture, plumbing, sanitary work and all other amenities and specifications as provided in the Said Flat and that the same are in accordance with the terms of the said Agreement executed between ourselves and yourselves and confirm the same.
8. You will not store any goods in the common areas.
9. While carrying out the furniture / interiors in the Said Flat, in case the Promoter suffers any loss, cost, damages or expenses (including advocate fee) of any nature due to any of your acts / deeds, you shall indemnify and keep the Promoter indemnified from time to time and at all times in future for such loss, costs, expenses, etc.
10. You agree and confirm that in the event you, or any flat purchasers of the said Building, make any internal structural / non-structural changes to any flat in the said Building, the Promoter shall stand discharged of all their expressed and implied warranties with respect to the construction issues of the said Building.
11. You have agreed that you will not carry out any work by which structure or RCC changes are made in the Said Flat or any part thereof and in case the Promoter finds any unauthorized work or extension, covering any area is being carried out in the Said Flat, the Promoter is entitled to stop the same immediately without any notice to you and you will solely and exclusively be liable for such act, losses and damages and shall restore the same to the earlier position at your own costs and expenses. In case any action is initiated by any authority including MCGM for such changes/ alterations, you will be solely liable for the same.
12. You are aware that the Club House and other common areas and amenities are being developed in a phase-wise manner and hence they are currently not ready. They shall be ready in due course of time, along with completion of all phases of the larger layout. You shall not raise any objection or dispute in this regard. Further, you are aware that the Club House and other common areas and amenities provided by the Promoter in the layout of the Larger Land shall be used in common by other allottees of the Whole Project. All amenities including, but not limited to, Party Hall, Café, Convenience Store, Bakery outlet etc. to be provided in the Club House, shall be managed and operated either by the Promoter or through an external agency, until the same are handed over to the Apex Body / Federation. Till such time that the aforesaid amenities are handed over to the Apex Body / Federation to be formed for the Project, all revenues generated from the aforesaid amenities shall be appropriated by the Promoter in such manner as it deems fit and you hereby grant your unconditional and unequivocal consent to the same.



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The Promoter has disclosed to you the entire layout of the Larger Land and the buildings being constructed thereon. You agree that until Conveyance of the layout Larger Land is executed in favour of the Apex Body in terms of the Agreement for Sale, The Promoter shall be entitled in its own discretion, to develop, and construct structures on the remaining portion/s of the layout of the Larger Land in utilization of the development potential becoming available from time to time, without any disturbance or hindrance from you, and you shall not raise any objection or dispute in that regard.

14. You shall not raise any objection or protest on account of any disturbance or nuisance of whatsoever nature due to construction activities going on around the Said Flat or building.
15. You will not cause any damage to the building or any other flat, common area by any act of omission or commission. In case of any damage caused to other flats you will be solely responsible for the same and shall rectify the damage or shall compensate the concerned party for such damage.
16. You will not use the Said Flat for any illegal or immoral purpose. You will not change the user thereof without our consent and permission and/or the consent of the Society and also the MCGM and/or any other concerned authority, as the case may be.
17. You will be admitted as a member of the Society, as and when formed, subject to compliance with the terms and conditions of the said Agreement and the applicable laws.
18. You (or your nominee) will not sell, transfer, mortgage, license, sublet, rent or dispose off the Said Flat or create third party right or interest therein without obtaining prior written permission/NOC from the Promoter, till formation of Co-operative Society; and upon formation of the Society, permission of the Society shall be sought by you.
19. You shall adhere to, observe and perform all the guidelines, bye-laws, rules, regulations, instructions, directions as may be issued, from time to time, by the Promoter or the Society (when formed) or the competent authorities.
20. You shall unconditionally comply with the terms and conditions as enumerated in the registered Agreement/s for Sale dated **03.05.2019** and instructions as may be specified by us from time to time.
21. The Promoter has kept you informed from time to time about the factors which have caused passage of time in handing over possession of the Said Flat and you are satisfied that the said passage of time has been caused due to factors mentioned in the said Agreement. In view of the satisfactory explanation given from time to time, you have agreed to unconditionally accept the possession of the Said Flat and hereby discharge the Promoter from the obligation of handing over the possession on or before the date mentioned in the Agreement. In light of the aforesaid, you have agreed that you will not claim and/or demand any interest, fine, penalty, damages, compensation etc., if at all, now or in future, from the Promoter towards delay, if any, in handing over possession of the Said Flat.
22. You will indemnify and keep the Promoter indemnified from time to time and at all times in future against any loss, cost, damage, expenses, etc. (including advocate fee) that the Promoter may incur or suffer or is likely to incur or suffer for any act of omission or commission on your part.
23. You hereby agree and confirm that since you are completely satisfied with the Said Flat and the amenities provided therein and also the amenities and facilities provided/being provided in the project Runwal Bliss, you will not make any claim or demand any interest, fine, penalty, damages, compensation etc. of any nature whatsoever, now or in future, from the Promoter on any account whatsoever.



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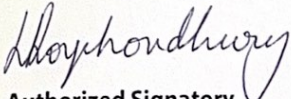
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24. Notwithstanding anything to the contrary, any breach on your part will entitle the Promoter or the Society (when formed), as the case may be, to take such action against you as deemed fit, entirely at your risk, cost and consequences.

In token of acceptance of the above, you are requested to sign herein below.

Thanking you,

Yours Faithfully,  
For Evie Real Estate Private Limited

  
Authorized Signatory

I/We have read and understood the contents mentioned above and accept the same and have taken quiet, vacant and peaceful possession for said Flat along with keys.

On this 29<sup>th</sup> day of February, 2024.



Mrs. Devanshi Dheerenbhai Shah

Mr. Nilesh Radhakrishna Kauthe