

# CRESCENT BAY

## Possession Letter

Customer Code : 418009

To,  
Mrs. Ruchika Verma,  
Flat G-2504, Oberoi Splendor Grande,  
JVLR,  
Mumbai-400060  
Maharashtra,India

Re : Possession of Flat No 3102 on 31st Floor in Tower T06 (the said Building) along with 3 ( THREE ) SINGLE car parking space/s in the Project known as "Crescent Bay" at Bhoiwada, Parel,Mumbai (the Flat and the car parking space are collectively referred to as "the said Flat").

Dear Sir/s / Madam/s,

1. By an Agreement for Sale dated **28-Dec-20** registered under serial No. **BBE/5/9955/2020**, you have purchased Flat No 3102 on **31st** Floor in Tower **T06** in the Project known as 'Crescent Bay', as per the sanctioned plans, on ownership basis, at and for the Consideration and on the terms and conditions recorded therein, which are hereby confirmed.
2. We are pleased to inform you that the construction of the said Building is complete and the Slum Rehabilitation Authority (SRA) has issued the Occupation Certificate in respect of the said Building/Flat vide permission dated **27-Sep-19** bearing no. "**SRA/ENG/2700/FS/ML&PL/AP**"
3. As mentioned in the aforesaid Sale Deed the car parking space/s allotted to you, has been identified. A separate letter in respect of allocation of the car parking space/s, shall be issued to you along with this letter.
4. You shall park your vehicle/s in the said car parking space/s allotted to you. You shall not use the said car parking space/s for any other purpose, other than for what it is assigned. You shall not enclose the car parking space/s, allotted to you, in any manner whatsoever.
5. By You have agreed not to raise any issue as regards the execution of the Deed of Lease, until the completion of the development of the entire Project, in all respects. You have agreed and undertaken to bear and pay maintenance charges and other outgoing. Please note that the start date of maintenance charges in respect of the said flat shall be communicated to you shortly.
6. As regards the formation of the society/association of flat purchasers/corporate body/apex body, the same shall be formed upon receipt of all dues from all the purchasers of the other flats and other premises in the Project, under their respective agreements with us.
7. You have verified the ledger statement provided to you. You also confirm that all payments that reflect in the statement are correct. You declare the rightness of the ledger and confirm that all payments have been made by you or on behalf of you.
8. In the event of any Tax liability, levies and any other imposts/impositions that may be levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the constructed Flat/Premises, then in such an event, you shall, within 7 (seven) days of receipt of a written demand, made to you by us, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to us, without any delay or demur and you shall indemnify and keep us fully indemnified in respect of the non-payment or delayed payments thereof.

9. You shall enter upon, occupy, possess and enjoy the said Flat as per the terms of the Agreement for Sale. You agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Flat: -
- { 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 for Sale and subject to the compliance of all statutory rules and regulations. You shall, at your own cost and expenses, make good the damage, if any, caused to the said Building, common areas, passage and staircase, etc. during the course of furnishing the said Flat.
  - { ii } You shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.
  - { iii } You shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the said Building.
  - { iv } You shall under no circumstances cover / enclose the service duct areas and further, you shall not convert the same into store room or servants room, etc.
  - { v } You shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the building. You shall also not do any act which will change/alter the external façade and/or common areas of the said Building.
  - { vi } You shall not change the outside colour scheme or coating of the said building.
  - { vii } You shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
  - { viii } You shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the said building.
  - { ix } You shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies.
  - { x } You shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided (by us) for split A.C.
  - { xi } You alone shall be liable and responsible for any damage that may be caused to the said Flat or to the adjoining flat/s or on the upper or lower floors or to the said Building, due to any act or omission on your part in carrying out such 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.
  - { xii } You will use only the service elevator for carrying all furniture and goods.
  - { xiii } You will inform us, in writing, the names and number of workmen who will be authorized to enter the said Flat, in case of any work to be carried out or undertaken.
  - { xiv } You will be responsible for any theft/damage of material which are being brought to the site / said Flat, by you or your contractor, agent, workers, etc. In case of any accident, of any nature, caused either to your workmen/agents or any other person, we shall, in no manner, be responsible for the same.
  - { xv } Your workers/labourers/agents shall be checked by our security staff while going in and coming out of the said Building. You, your workmen and agents shall not do or permit to be carried 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 Flat and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the said Building. Your workmen are shall leave the said Building at 06.00 P.M. everyday.

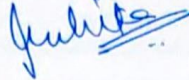
- { xvi } You, your workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 01.00 P.M. till 03.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the said Building.
- { xvii } You are required to make suitable arrangements for removal of debris. In case, debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) for each truck trip for removal of debris, to your account.
- { xviii } You will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between us and purchasers of the other flats and premises comprised in the Project.
- { xix } In case of any complaints received from occupants of the building, in respect of leakage, nuisance, etc. from the said Flat, our staff, security and authorized personnel will have the right to visit the said Flat, after giving you reasonable notice.
10. We, our staff, security, servants, agents and authorized personnel will have full right and absolute authority to access and enter upon or remain in the Project, for the purpose of carrying out and completing the development of and construction on the remaining portion of the Project.
11. You are aware that various utilities such as water, electricity, etc. are still being installed by the relevant utility service providers. The amenities (as mentioned in the said Agreement for Sale) shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. You are aware of the same and confirm that you will not have any objection to the same.
12. You have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Flat and the Project and all outgoings, whatsoever, as may be determined by us, until the society/association of the flat purchasers/Corporate Body/Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society/association of flat purchasers/Corporate Body/s or the Apex Body, as the case may be.
13. You are aware that all electricity bills, from date of possession or start date of maintenance charges, whichever is earlier, shall be paid by you and you will not hold us responsible for any consequences arising of non-payment thereof.
14. You agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by us and/or the society or body in charge of maintaining and/or providing common facilities in the Project. You shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to us and/or any other person or body that may have been appointed by us, in that behalf, in maintaining cleanliness and good atmosphere in Project, for the better enjoyment of the common facilities by all the occupants of the Project.
15. You hereby declare, confirm and covenant with us that, in the event you transfer/sell the said Flat and/or your right, title and interest in respect thereof, in favour of any person, to the extent and as permitted in the said Agreement for Sale dated **28-Dec-20**, you shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of your failing to do so, we or the Society /Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees.
16. Further, you undertake that, if you give the said flat on Lease/Leave and License, you shall inform us in writing and also obtain the necessary POLICE VERIFICATION of the tenant/s and submit a copy of the same to us. This is a mandatory requirement of the Mumbai Police department.
17. You are aware that, we can permit one or more FTTH operators or service providers to provide fiber to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value added services within the Project, with a service agreement for maximum 15 years and a minimum period of 1(one) year from the date of signing of such agreement/MOU (memorandum of understanding) with the operators or the service providers. This arrangement shall continue for the same period as mentioned in such agreement/ MOU, even after formation of the society/association. All the services delivered through the FTTH network will be by the respective service providers as per the applicable terms and conditions, including tariffs, by the service provider. You shall approach the concerned service provider for delivery of services or any issues related to services delivered through the FTTH network.

18. You expressly waive all claims as accrued if any under any law for the time being in force.
19. You have accepted the possession without any dispute or demur.
20. This letter is in addition to all the other terms and conditions as mentioned in the said Agreement for Sale.
21. You confirm and undertake that you shall adhere to all the aforesaid conditions.

You hereby agree and undertake to indemnify us, expressly and fully against any claim, loss, liability, costs and expenses suffered or incurred by us resulting from breach of any statement made by you as hereinabove contained. Kindly confirm the aforesaid terms, conditions and agreements by endorsing your signature hereunder.

Thanking you.

I/We agree and confirm the terms, conditions, undertakings and indemnities mentioned hereinabove.



Mrs. Ruchika Verma

For L&T Parel Project LLP



Authorized Signatory

Date:

29 JAN 2021