

To,

Dated:

Re: Apartment/Flat/Unit No,"" along with,"" Open Car Parking Spaces, Adjoining Terrace/Lawn, at the Project "Emami City", Dum Dum, Kolkata 700028

Sub: Handing Over of peaceful and vacant possession

Sir/Madam

In pursuance to the terms of the Agreement to Sub-Lease we do hereby hand over peaceful and vacant possession in fully habitant condition including all fittings and fixtures of the above referred Apartment/Flat/Unit along with car parking.

We also confirm that all necessary approvals regarding Building Plan sanctions, Environmental clearance, Fire NOC and Occupation certificate have been duly obtained by us by virtue of which we are eligible to hand over vacant and peaceful possession to you.

Please sign the enclosed copy of this letter and also the Annexure A hereto, as a token of your acceptance unto your full satisfaction. Please take note no complain with regard to subject flat and its fixtures and fittings will be entertained further.

Thanking you,

Yours faithfully

For Emami Realty Limited

(Authorised Signatory)

I hereby acknowledge receipt of peaceful and vacant possession of the above referred Apartment/ Flat/ Unit with absolute satisfaction.

ALLOTTEES (S)

ANNEXURE A

TERMS AND CONDITIONS

The Purchaser agrees, acknowledges, confirm and covenants that:

We have inspected the said Flat on _____ the same to be complete in all respects, including the amenities, facilities and fittings/fixtures agreed to be provided by you. After fully satisfying ourselves with regard to the measurements, construction quality, specifications and fittings/fixtures provided therein, We have taken peaceful possession of the said flat and are satisfied with the same, with a declaration not to claim anything more in future.

1. We have taken the inspection of copies of the documents such as Occupation Certificate, sanctioned plan and have satisfied ourselves about your title and approvals in respect of the property and the Building thereon and the said Flat and confirm that they being in order, We have no issues or objections or claim on any account.
2. We confirm that the snags notified by us have been rectified to our satisfaction.
3. We hereby further acknowledge the receipt of keys of the said Flat and confirm that we are fully satisfied with your compliances according to all the terms of entire agreement for sublease and we have no claim and/or demand in any nature in any account.
4. We further agree, confirm and undertake and assure that:
 - a) We hereby appreciate that Emami Realty Limited was prevented by circumstances beyond their control in delivering possession of our flat
 - b) We have taken the possession of our flat on our own volition, without any coercion whatsoever and howsoever. Any claim, litigation, proceedings initiated/claimed before any forum, hereby stands withdrawn, also no further claim, litigation will be initiated/claimed at any point of time by us in respect of my flat _____ situated in Emami City.
 - c) We will abide by the all Terms and Conditions of the Agreement including these terms and conditions of Annexure A.
 - d) If We breach any of the conditions on which we are taking possession of said Flat, then you shall be entitled to take necessary action and claim the damages for such breach.
 - e) We state that we have paid the entire consideration towards the said Flat and further acknowledge and confirm that there are no financial liabilities on any account that will arise upon you for and on behalf of us.
 - f) We shall pay our share of Ground Rent, taxes/statutory dues, municipal taxes and other outgoings as specified in the Agreement in respect of the said Flat from the date they become due and payable or as may be demanded by you or Governmental authority or by association, including but not limited to water procurement charges, electricity charges, property taxes etc. payable to Governmental authority as the case may be from the date they become due and payable or as and when intimated by you/society/association/apex body/apex organization.

- g) We will become member/s of the Owner’s Association that may be formed by you, at any point of time, We further confirm that the conveyance of the land with common area in favour of Common Organization will be done at such time as you may deem fit.
- h) You shall have the right/entitlement to use the additional FSI/TDR in accordance to the Agreement and applicable laws and shall be mutually agreed by both parties”.
- i) Save and except the said Flat is situated, you are entitled to modify building plans of all other buildings in accordance to the applicable laws, “as per mutual agreement as per clause no. h”
- j) Till the formation of the Apex Body and handover of the common area to the Apex Body, the common area will be under your management and control and we agree and undertake to pay our share for monthly maintenance within the timeframe and related changes as may be determined by you.
- k) After handover of the possession of the said Flat to us, We will not make any addition/alteration amounting to structural changes/hamper the existing water line/ sewage system as well as demolition of any of the walls, niche area within the said Flat/any part thereof.
- l) The contents of this Possession Letter including this Annexure A is binding on us, our heirs, executors, successors and administrators and/or any other person claiming title through us.

Yours faithfully

1. _____

Agreed & accepted
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2. _____

Agreed & accepted
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3. _____

Agreed & accepted
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