

From:

Mrs. Udita Tibrewal & Mr. Poonam Chandra Tibrewal
10, Girish Ghosh Lane, Ghusuri, Howrah
West Bengal - 711107

Date: 18th May 2019

To The Directors Patcorp Construction Private Limited 207, A.J.C. Bose Road, Kolkata - 700017	The Directors Loka Properties Private Limited 60A, Chowringhee Road, 2 nd Floor, Kolkata - 700020
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Dear Sir(s),

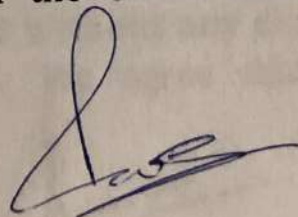
Re : Your Unsigned Possession Letter dated 24.04.2019 in respect of the Flat / unit no 3B, 3rd Floor, Block - (B+G+18), along with one covered Car Parking Space in the Basement of the Building named as "Signum Aristo", 76/1B, Bidhan Sarani, Kolkata - 700006 together with appurtenances (Said flat/Unit and appurtenances).

We would humbly bring to your kind notice that we had been asked to sign the above said unsigned copy of the possession letter on 6th of May 2019, a day before our Griha Pravesh with the condition that the staying and legal possession of the flat would not be allowed until and unless we sign and accept the unsigned possession letter (copy enclosed), though such possession letter contained the conditions which were against the terms and conditions of our sale agreement and also against the principles of natural justice.

Though we agree that we have taken the possession of the Flat but had to sign the said unsigned possession under the undue pressure of your good office as above said, but would like to state the point wise reply to your statements (marked as bold) in the said letter as under :-

By an agreement for sale dated 11.01.2015, we had agreed-- We agree to this statement however we would like to state that our date of agreement is 21.01.2015.

The said Agreement has since been implemented by and between the parties- Yes we have paid the entire consideration as per the agreement.



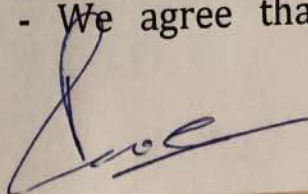
Udita Tibrewal

You have duly taken inspection of the said unit/ flat and upon taking such inspection you were duly satisfied about the following :-

- a) **Structural Stability of building** - As per our bare eyes we are satisfied and moreover we hope the said stability has been duly inspected by the KMC and accordingly issued the completion certificate.
- b) **Construction of the Building and the Unit Flat** - Yes we agree that the building and Flat has been constructed except the roof top garden as agreed which is still under construction and also some of the gardens outside our south gate is still to be developed.
- c) **The fittings and fixtures Installed** - Yes am satisfied with these
- d) **The built-up area of the Unit/ Flat** - With regard to this we had written several mails for providing the Architect certificate in this regard but has not been reverted/ replied by your good office till date(copy of mails enclosed)
- e) **The situation of the basement car parking space (Parking No-9)-** Yes we have been allotted the said parking space and have taken the possession.
- f) **The supply of Water and electricity** - Yes we have been provided with the water and electricity but the KMC water as agreed has not been connected till date.
- g) **The common facilities and the amenities of the building** - Yes the common facilities and amenities has been provided except the roof top garden as agreed. However would like to state that the maintenance of the common facilities is very poor and cleanliness is not maintained though the same was brought to the site officers several times. Further the poor lighting in the common driveway though brought to the notice several times and even to Mr Sandeep Sharmaji, has not been taken care off and which may lead to accident any day. Also the signages of the complex are still missing in most of the places which make it difficult for the visitors to identify the Unit.

Subject to above we agree that we have taken procession of the flat.

Pursuant to your request, this is to place on record that this day we have put you in vacant possession of the said Unit/ Flat in terms of the said unit/ flat without any claim or protestation of any nature whatsoever - We agree that we have taken the



Udit Jibrewal.

possession of the flat but it does not mean that either of us has waived all our rights and claims of whatsoever nature, as agreed between us in terms of our agreement for sale as said above.

You have confirmed that you shall not raise any objection with regard to our carrying on the other unfinished works in the new building or any construction being made nor shall complain about any inconvenience being suffered by you as a result therefor - Such comments in the possession letter are against the terms of our sale agreement and also principles of natural justice. We are always free to raise objections to the constructions which is not as per the sanction plan and also which deny us the right of peaceful living. However we agree that we shall not raise the objections to the unfinished work in terms of the sanctions plan/agreement subject to that does not obstacle our peaceful living in the complex.

Further we would like to bring to your kind notice that still the Video Door Fone and intercom has not been stalled to our unit till date though the same brought to the notice at site several times and written on the mails as enclosed.

We would also like to request you to kindly revert on the some of the pending points as per our mails (Copy Enclosed)

Also request you to send us the revised draft of the conveyance agreement as pointed out by us in our mail dated 20.05.2019

With Thanks & Regards

Udita Tibrewal

(Udita Tibrewal &
Poonam Chandra Tibrewal)

Encl: 1) The copy of unsigned Possession letter duly signed and handed over by us
2) Copy of our mails