11:01:15 AM

गावाचे नाव

पावती

Original नॉदणी 39 म. Regn. 39 M

पावती क्र.: 2352

दिनांक 20/03/2003

दस्तऐवजाचा अनुक्रमांक

वदर7

02336 -2003

दस्ता ऐवजाचा प्रकार

मुलुंड

सादर करणाराचे नावः हर्षद तुलसीदास ठक्कर

नोंदणी फी

नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (33)

एकूण

9150.00

660.00

9810.00

आपणास हा दस्त अंदाजे 11:16AM ह्या वेळेस मिळेल

दुय्यम निंबधक कुर्ला 2 (विक्रोळी)

बाजार मुल्य: 823337 रु.

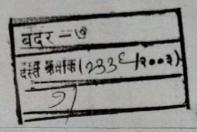
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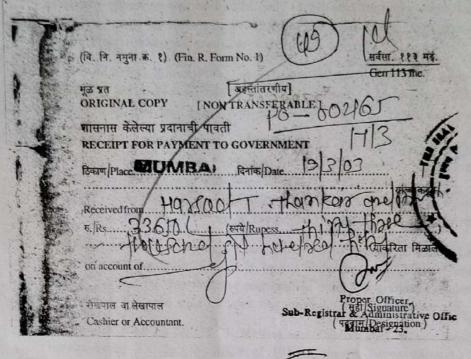
भरलेले मुद्रांक शुल्क: 33650 रु.

"MEMBERS DEPOSIT"

			C1110C110 -			
F	Received wit	h thanks from	Receipt No.	Date	Rs.	P.
Shri	H. T.	Thakkar &.	062.	19/3/2003	40,000/	
· Smt.	H. H.	Thatekar.				
		The Sum of Rupees		M/s. Prem Enterprises		
Fourty thousand Only -			Shop No. 2, Rohini Apartment, R. R. T. Road, Mulund (W),		ent,	
By	Number	Drawn on	Mumbai - 400 080.			
Cheque	11 0345	State Bank of Travancore.				
Draft				For Prem Enterprises		
Cash		Branch Mulund (West) Dat	ted 19/3/2003	4 (8	00)	
Being the Earnost Money Full Part Payment towards the purchase value of Full Parking space No. 8 001 on x round. Fir. of B Wing in the Building Named MAHALAXMI TOWER, C.T.S. No. 622/F,			8			
Off Balrajeshwar Road, Near Model Town, Mulund (West), Mumbai-400 080.				Partner		
All payment	ts by cheque/	draft are acknowledged subject	ct to realisation.			

	Received with	h thanks from	Receipt No.	Date	Rs.	P.
Shri		Thakkar C.	061	19/3/2003	9,15,000 2	00.
Smt.		The Sum of Rupees		M/s. Prei	m Enterpr	ises
Mine lac Pitteen thousand Only				Shop No. 2, R. R. T. R	Rohini Apartmoad, Mulund (Voai - 400 080.	nent,
Ву	Number	Drawn o	Plume	100 000		
Cheque	110344	State Bank o	For Pre	m Enterprise	es	
Cash		Branch Muland D	Dated 19/3/03.		200 HITE [100]	
FI- "Stilt Par Wing in the	king space No. Building Na	Full / Part Payment towards to B 001 on Expound on MAHALAXMI TOWE ar Model Town, Mulund (Wes	Flr. of <u>B</u> R, C.T.S. No. 622/F,	Su Su	Partner	
All paymen	ts by cheque/	draft are acknowledged sub	ject to realisation.			





THE SUB REGISTION TO THE SUB REGISTION OF THE FACE OF

THIS AGREEMENT made at MUMBAI on this 19th day of MARSH.

BETWEEN M/S. PREM ENTERPRISES the Partnership Firm registered by the provisions of Indian Partnership Act, 1932 having its registered by at Shop No.2 Rohini, RRT Road, Mulund (West), Mumbai 400 080 here at called the 'DEVELOPERS: (which expression shall unless it be graph to the context or meaning thereof shall be deemed to mean and its partners for the time being and survivors of them and est surpertner his heirs executors, administrators and assigns) of the ONE AND MR/MRS HARSAD T. THAKKAR' & SMT. HARSHA H. THAKKAR' RESIDENT. BAL RAJESHWAR ROAD, MUMBAI - 400 080.

hereinafter called the "PURCHASER; (which expression shall unlessed be repugnant to the context or meaning thereof mean and include her/their heirs executors, administrators and assigns) of the OTHER

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WHEREAS

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- (a) Mr.Ramesh Lakhapatrai Agarwal is absolutely seized and possessed of and/or otherwise well and sufficiently to the said property admeasuring 77000 sq. yards equivalent to 64379.7 sq. mts more particular scribed in the First schedule hereunder written;
- (b) Taansa Mumbai Water Pipe Lines have passed through the said large plot of land described in the First Schedule hereuser will and thereby the said large plot of land was divided in to two passes.
- (c) MR.RAMESH LAKHAPATRAI AGARWAL in the circum and second entitled to the plot of land admeasuring 3077.1 sq.mts one Survey No. 252(pt) and 266(pt) and Old CTS No. 624 and New CTS No.622F of Village Mulund, Taluka Kurla Mumbai Suburban District and more particularly described in the Second Schedule hereunder written.
- (d) The Competent Authority appointed under the provisions of Urban Land (Ceiling and Regulation)Act, 1976 by his order dated 17.8.2001 under Section 22 ULC Act has held the said land as retainable/granted permission to develop the said plot of land by constructing buildingthereon.
- (e) In the suit filed by Mr. M. J. Mathai and Others against the Vendor herein being S.C.Suit No.2029 of 1984 Consent Terms came to be filed on 11th October, 1984, the copy of which is annexed herewith as Annexture-A;
- (f) MR.RAMESH LAKHAPATRAI AGARWAL has the absolute right to develop the portion of the property shown in Blue Colour wash in the map annexed hereto by availing FSI of 1505.21 sq.mts out of the said plot of land bearing Survey No. 266 (pt) and 252 (pt)Old CTS No. 624 and New CTS No.622F of Village Mulund Taluka Kurla Mumbai Suburban District and marked in the plan as portion B and more particularly described in the Third Schedule hereunder written. (hereinafter referred to as the said Property) as Annexture A.
- (g) Pursuant to the said Consent Terms MR.RAMESH LAKHAPATRAI AGARWAL herein has allowed Mr.M.J.Mathai and others to construct the Church Building on some portion of the said plot of land shown in Red Colour wash by utilizing total FSI of 13000 sq.ft of built up area equivalent to 1207.36 sq.mts as shown in the plan as "A" portion. as Annexture-A
- (h) MR. RAMESH LAKHAPATRAI AGARWAL in the premises has the right to develop the said property total admeasuring 3077.1 sq. mts less the built up area of 1207.36 sq. mts used for construction of Building "A" for the Church and allied purposes by Mr. M.J.Mathai and others.
- (i) MR. RAMESH LAKHAPATRAI AGARWAL herein has started the construction of the building "B" with two wings as per the plan passed by the Municipal Corporation of Greater Mumbai bearing No.CE/4024/BPES/

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AT dated 2.12.1996. and that MR.RAMESH LAKHAPATRAI AGARWAL has completed the super structure comprising of stilt plus 6. storeys by availing the FSI of 1504.52 sq. mts in the portion of the land shown in Blue colour wash in the plan annexed hereto.

(j) MR. RAMESH LAKHAPATRAI AGARWAL now not being in a position to complete the construction has approached the Developerator evelop the said property by availing balance FSI for construction of the superstructures structure and to complete the construction of the superstructures standing on the said property, which was accepted by the Developers on the terms and conditions appearing hereinater.

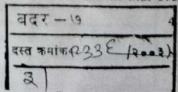
(k) By an agreement dated 26th February, 2002 entered

Lakhpatrai Agarwal therein called the Vendor and the participant and therein also called the Developers, the Developers have acquired complete development rights over the said property.

- (I) The Appropriate Authority appointed under the provisions of Income Tax Act, 1961 has granted NOC dated 12.02.2002 in favour of the Developers herein to acquire the development rights over the said property.
- (m) In the premises the Developers herein are entitled to develop the said property by completing the construction on the said property more particularly described in the Third Schedule hereto.
- (n) The Developers has appointed and entered into agreement with M/s. Sanjay Ayare an Architect registered with the Council of Architect registered with the Council of Architects and the said Agreement is as per the Agreement prescribed by the Council of Architects.
- (o) The Developers have also appointed Mr. R. C. TIPNIS as a Structural Engineers for the preparation of the structural designs and drawings of the building on the Developers accepting the professional supervision of the Architect and the structural Engineers till the completion of the building.
- (p) The Developers are constructing the building MAHALAXMI TOWER comprising of Ground plus 7 storeys on the said property as per the plan approved by the Municipal Corporation of Greater Mumbai.
- (q) The Developers pursuant to the plans sanctioned by the Municipal Authorities and other concerned authorities are desirous of completing the construction of the building on the said property as per the sanctioned plan:
- (r) Under the provisions of Maharashtra Ownership Flats Act, 1963 the Developers are required to execute a written agreement for the sale of the flats and shops agreed to be sold to the Purchaser being infact these presents and also to register the agreement for sale under the Registration Act.

The Term Purchaser may include the female gender and plural and also firms, companies, societies and other association and in that event

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in terms and derivatives used herein with reference to the said expression shall be construed accordingly. If the Purchaser be a partnership firm, the said terms shall unless repugnant to the context or meaning thereof mean and include, the partners for the time being of the said firm the survivors or survivor of them and his/her or their assigns. If the purchaser be a company or society, the said term shall however are printed

mean and include all persons claiming right, title and interest time such purchaser including their successors in interests

The Purchaser has demanded from Developers und given inspection to the Purchaser of all the documents of title relative the plan design and specifications of the plan design and specifications. The Purchaser has demanded from Developers and the Developer the Developers Architects M/s. Sanjay Ayare and of such of such as are specified under the provisions of Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer Act 1963 hereinafter referred to as the "said act")

- (u) The copy of the certificate of title issued by MR.G.S. BHAT Advocate for the Developers, Property Card showing the nature of the title of the Developers' predecessors to the said property, Commencement Certificate dated 2.12.1996 on which the building is being constructed have been annexed hereto and marked Annexure " B, C & D" respectively.
 - (v) The Developers have got approved from the Municipal Corporation of Greater Mumbai, the plans, the specifications elevations sections and details of the said building.
 - (w) While sanctioning the said plans concerned the Municipal Corporation of Greater Mumbai and/or Government has laid down certain terms and conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said property and upon due observance and performance of which only the Completion and Occupation Certificate in respect of the said building shall be granted by the concerned authorities.
- (x) The purchaser has approached the Developers for the purchase of us flat No. 87001. on Ground floor admeasuring 370 sq.ft. of built up/carpet area in the building known as "MAHALAXMI TOWER" situate A Survey No. 266 (pt) and 252 (pt) Old CTS No.624 and New CTS No.622F Lof Village Mulund Taluka Kurla and Mumbai Suburban District and more particularly described in the Third Schedule hereunder written

NOW THIS AGREEMENT WITNESSSETH AND IT IS HEREBY AGREED BY AND BETWEEEN THE PARTIES HERETO AS FOLLOWS:-

The Developers shall construct the Building on the said property in accordance with the plans, designs, specifications approved by the Municipal Corporation of Greater Mumbai and which have been seen and approved K. P. gude Ht r. ?) बदर - 19 5 ...

-: 5 :by the Purchaser with only such variations and modifie Developers may consider necessary or as may be required Corporation of Greater Mumbai or the Government of the said flat agreed to be sold to the Putchase in any event. The Purchaser hereby agrees to purchase file the Developers hereby agree to sell to the Pa B 001 of an area admeasuring 370 sq.ft. area (which is inclusive of area of balcony, lift Room, Pump Room etc) on the Ground floor as shown the Floor Plan hereto annexed and marked as Annexure E Stilt Parking space/ open parking space in the building known as "MAHALAXMI TOWER' for the lump sum price of Rs. 9,15,000 - Rupees Mine lac fifteen thousand Onyin the following manner:-9,15,000 as earnest money paid on or before the execution of this agreement (the payment and receipt whereof the Developers hereby admit and acknowledge) Rs. On or before On or before Rs. On or before Rs. On or before Rs. On or before

3. The Purchaser agrees to pay to the Developers interest at the rate of 18.% per annum on all the amounts which becomes due and payable by the Purchaser to the Developers under the terms and conditions of this agreement from the date the said amount becomes due and payable by the Purchaser to the Developers.

said flat.

At the time of handing over possession of the

4. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Developers under this agreement (including his/her proportionate share of taxes levied by concerned local authority and other out goings) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled at their option to terminate this agreement PROVIDED always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing

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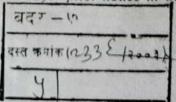
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of their intention to terminate this agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a prescribed time after giving of such notice.

Provided further that upon termination of this agreement as aforesaid the Developers shall refund to the Purchaser the instalment of sale price of the said flat which may till then have been paid by the Purchaser to the Developers except the earnest money developers and that the Developers shall not be liable to pay to the Purchaser interest on the amount so refunded and upon the remination of the prement the Developers shall be at liberty to dispose for an itself the said flat to such person and at such price as the Developers to the discretion think fit.

- 5. The Developers shall complete the construction and building on the said property more particularly described in the Third Schedule hereunder written in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai. The Purchaser hereby agrees for alterations, variations and modifications if necessary.
- 6. The Purchaser confirms that prior to the execution of this agreement the Purchaser has taken full, frank and complete inspection of the aforesaid documents, papers and plans and that he/she/they have satisfied himself/herself/themselves about the title of the Developers to said property and he/she/they shall not be entitled to make further investigation or dispute the title, rights, power and authorities of the Developers and no requisitions or objections shall be raised on any matter whatsoever in relation thereto or in connection therewith.
- 7. The Developers agree to give possession of the said Flat/Shop to the Purchaser within 12 months from the execution of this agreement If the Developers fail or neglect to give possession of the said Flat to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date or dates then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said flat.
- 8. The Developers shall form the Co-operative Housing Society of the Purchasers and get the same registered under the provisions of Maharashtra Co-operative Societies Act, 1960 after the sale of all premises and completion of the development of the said property.
- 9. The Purchaser shall have no claim save and except in respect of the particular flat and common area and facilities hereby agreed to be acquired by him/her/them.

1		assign and convey the said property with building the Co-operative Howing Society formed by the
10.	The Developers will	
	thereon in lavour	दस्त कर्मक। 233 ६ (२००३)
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flat purchasers by way of lease on yearly rent of Rs.1/- after the sale of all premises and completion of the development of the said property in all respects.

11. The Purchaser shall have no claim save and extension said flat agreed to be sold to him/her/them

12. The Purchaser hereby covenants with the percepter

(a) To maintain the flat at the Purchaser's out the state of partial and condition from the date of partial and the flat is taken and shall not do or suffered to be do thing in or to the building in which the flat situated staircase or any passages which may be against the rules, regulations or bye laws of the Municipal Corporation of Greater Mumbai or any other authority or change/alter or make additions in or to the building in which the flat is situated and in the flat itself or any part thereof;

- (b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the flat is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or caused to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passages or any other structures of the building in which the flat is situated, including entrance of the building in which the flat is situated and in case any damage is caused to the building in which the flat is situated or the flat on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach;
- (c) To carry at his /her/their own cost all internal repairs to the said flat and maintain the flat in the same conditions, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffering to be done anything in or to the building in which the flat is situated or the flat which may be given in contravention of the rules and regulations and bye laws of the concerned local authority or other public authority AND in the event of the Purchaser committing any act in contravention of the provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the flat is situate and shall keep the portion, sewers, drains, pipes in the flat and appurtenant thereto it good

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shelter and protect the other parts of the building which flat is situated and shall not chisel or any other manner damage to columns, beams, walls, slabs or R. C. C. pardies of the structural members in the flat without the prior written permission of the Developers and/or the Society.

- (e) Not to do or permit to be done any act or thing which the permit void or voidable any insurance of the said land and in which the flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (f) Not to throw dirt, rubbish, rages, garbages or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said land and the building in which the flat is situated;
- (g) Pay to the Developers within 7 days of demand by the Developers his/her/their share of security deposit demanded by the Municipal Corporation of Greater Mumbai, and/or Government for giving water, electricity or any other service in the building in which the flat is situated;
- (h) To bear and pay increase in local taxes, water charges, insurances and such other levys, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user of the flat by the Purchaser viz user for any purposes other than for residential purpose;
- (I) The Purchaser shall not let, sub-let transfer assign or part with Purchaser's interest or benefits of this agreement until all the dues payable by the Purchaser to the Developers under this agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this agreement and until the purchaser has intimated in writing to the Developers.
- (j) The Purchaser shall observe and perform all the rules and regulations which the society may adopt at its inception and the additional alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the flats therein and for observance and performance of the building Rules, Regulations and bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the flats in building and shall pay and contribute regularly and punctually, towards the taxes, expenses or other out goings in accordance with the terms of this agreement.

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- 14. As soon as the building is notified by the Developers as complete or on issue of Occupation or Part Occupation Certificate in respect of the premises therein by the Municipal Corporation of Greater Mumbai each of the acquirers of flats in the building including the Purchaser shall pay the balance of price payable by him/her/them for the premises agreed to be acquired by him/her/them within 7 days of notice being sent to individually or being put up at some prominent place in the said building. If any of the acquirers of premises including the Purchaser fails to pay the agreed price or the balance of the price as aforesaid, the Developers shall be entitled to forfeit earnest money paid by such defaulting acquirers of premises who shall loss all rights, in the premises agreed to be acquired by him/her/them and the Developers shall refund the balance amount subject to difference in price with a payable properties only after the sale of the premises to prospective surchaser.
- 15. Under no circumstances the premises hereby agreed to be sold at be given by the Developers to the Purchaser unless and until payme required to be made under this agreement are fully named to the Developers.
- 16. The Purchaser agrees and binds himself/herself to pay regularly by 7th .day of each month to the Developers until the society is formed and the Purchaser is admitted as a member of the Co-Operative Housing Society the proportionate share that may be decided by the Developers or the said society towards the Municipal and other taxes that may from time to time be levied against the land and/or building including water charges, taxes, and out goings for the maintenance of the building common lights and other out goings such as wages for lift man, watchman, sweepers and maintenance of accounts incurred in connection with the said building.
- 17. The Purchaser hereby agrees and undertakes to become the member of the Co-Operative Housing Society and also from time to time to sign, execute and deliver to the Developers the application for membership registration, and other papers and documents necessary for the formation and the registration of the Co-Operative Housing Society including the bye-laws of the society and, the signing and execution and delivery of the aforesaid documents by the Purchaser shall if so decided by the Developers by a condition precedent for occupation by the Purchaser of the said premises hereby agreed to be acquired by him/her/them. No Objection shall be taken by the Purchaser if changes or modifications are made in the draft bye-laws, rules and requisitions as may be required by the Authority concerned. The Purchaser shall be bound from time to time to sign all papers and documents and to do all other thing s as the Developers may require him/her to do from time to time for safeguarding the interest of the Developers and of the acquirers of other flats in the said building बदर - ७

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- - (a) towards the membership fees and share propey
 - (b) to wards the expenses of formation and Operative Housing Society.
 - (c) as deposit for the payment of the proportionate shares of Municipal rates, taxes and other charges including land under construction taxes out goings expenses and deposits with the Municipal Corporation of Mumbai;
 - (d) as his/her contribution for payment of professional fees of the Advocates appointed by the Developers of and incidental to the preparation of this agreement and conveyance etc.
 - (e) towards the payment for providing separate electric meter and cable charges, which may be varied if sub-station and/or transformer is insisted by MSEB.
- 19. All letters, receipts and/or notices issued by the Developers to the Purchaser and dispatched under certificate of posting / Regd.A.D to the address mentioned below or at the last known address of the Purchaser shall be deemed to have been duly served upon him/her/ them and the same shall be sufficient proof of the receipt of the same by the Purchaser and the same shall effectually discharge the Developers.

MR. HARSHAD T. THAKKAR & MRS. HARSHA H. THAKKAR.

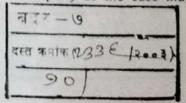
401, SIDDHI APARTMENT, BAL RAJESHWAR ROAD,

MULUM PWEST) MUMBAI - 400 080.

20. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said flat or of the said plot of land and building or any part thereof. The Purchaser shall have no claim save and except in respect of the flat hereby agreed to be sold to him and all open spaces, parking, spaces and terrace, shall belong to the Developers who are entitled to sell the same.

21. The Developers shall be entitled to sell the parking spaces entitled to sell the parking spaces open spaces and terrace and/or portion of the terrace to the Purchasers of the Premises in the building. The acquirers of open parking spaces tilt spaces, terrace and/or part of terrace will have the right to use the same to the exclusion of other flat Purchaser but subject to the bye laws of the Co-operative Housing Society and/or Association/Limited Company as the case may be.

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- 22. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace flats in the said building if any, shall belong exclusively to the respective Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authorities and the Developers SUP Representation.

 Association and/or the limited Company as the case of the parties hereto that the parties hereto the parties hereto
- 23. Any delay tolerated or indulgence shown by the Developer in enforcing the terms of this agreement or any forbeatance or the part of the Developers shall waiver on the part of the Developers of any breat of the terms and conditions of this agreement of the Developers.
- 24. The Stamp duty and registration charges on this agreement and Assignment deed in favour of the Co-Operative Housing Society shall be borne and paid by the Purchaser alone and the Developers shall not be liable to pay the same.
- The agreement for sale shall be lodged by the Purchaser for registration with the office of the Sub-Registrar, Chembur Mumbai under the Registration Act, 1908 at the cost of the Purchaser and due intimation thereof shall be given by the Purchaser to the Developers including the number under which the same is lodged and on receipt of such intimation the Developers will attend the Office of the Sub-Registrar to admit execution by them. If the Purchasers fails to lodge the agreement for registration as aforesaid within the prescribed time the Developers shall not be responsible for the consequences arising from non-registration of the agreement.

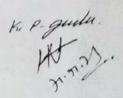
IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals the day and year first herein

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT Plot of land admeasuring 77000 sq. yards equivalent to 64379.7 sq. mts comprising of Survey No.243 Hissa No.1 Survey No.252 Hissa No.1 Survey Nos 253, 254D and 266(pt) and CTS No.20(pt), 21, 22B and 622 F of Village Mulund, Taluka Kurla, Mumbai Suburban District.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT plot of land admeasuring 3077.1 sq.mts comprising of Survey No. 252(pt) and 266(pt) and CTS No.622F of Village Mulund, Taluka Kurla Mumbai Suburban District.



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THE THIRD SCHEDULE ABOVE REFERRED TO

ALL THAT FSI of 1505.21 sq. mts and 400 Sq. Mtrs. T.D.R. with incomplete super structure comprising of Wing B & C constructed thereon viz. plot of land shown in Blue Colour wash and marked "B" admeasuring 1095 sq.mts bearing Survey No. 266(pt) and 252(pt) and New CTS No.622F and Old CTS No.No.624 of Village Mulund Taluka Kurla, Mumbai Suburban District and bounded as follows:-

On North by

30' ft. D.P. Road,

On South by

A portion of plot bearing Church Bldg,

CTS No. 622F

On East by

S.No.247 CTS No.622 (part)Govardhan Nagar

On West by

120' ft. Tansa pipe Line

K. P. guela Ht n. T



बदर - 19 दस्त कमांक (V33 & 12003) 92)

	बदर - ७
SIGNED AND DELIVERED)	दस्त क्रमांक (२३३ ६ /२००३)
by the withinnamed DEVELOPERS	93
M/s. PREM ENTERPRISES	For M/s. PREM ENTERPRISES
through its partner Kunchik P. Gache	14-9- gustu PARTNER
in the presence of () () () () () () () () () (PARINER
SIGNED SEALED AND DELIVERED) by the withinnamed PURCHASER) Shri/Smt./M/s	H. 7. Aumar 31. 31-23-
Received of and from the withnamed) flat Purchaser the sum of Rs.	
Rupees as earnest money deposit by Cheque/ Draft No. 110344 drawn on State Bank of Travanta, Muland (w) Mumba 444, 86 to be paid by her/her/them to me.	Rs. 9150001=/-
Witness:-	
1)	
2) R.K. Chanden	

We say Received
For M/s. PREM ENTERPRISES

K. P. gudu

PARTNER

-: 14 :-ANNEXURE 'A'

बदर - ७ दस्त कमांक (233 - 12003)

OPDINARY OPIGIDAL CIVIL JURI DICTIO

S. C. 30IT in: 2029 OF 1984

M. J. MATHAI & ORS.

V/s.

LAKHPATRAI AGARWAL

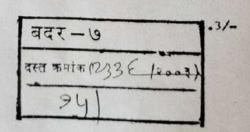


MINUTES OF THE CONSENT TERMS

- 1) Agreed and declared that the Plaintiffs limit their claim to the extent of floor space index of 13,000 sq.f. on the suit plot of land bearing survey no:252 Pt. and 256 Pt. and hearing City Survey no:624 Pt. including the existing Church building marked in "x. 'A' hereto.
- 2) The existing Church building admeasures 1821.81 sq.ft. and the balance of 11,178.19 sq. ft. the Plaintiffs are entitled to utilise as shown on the plan annexed hereto and coloured in red.
- 3) The portion where the said floor space index of 13,000 sq. ft. to be utilised is marked in red colour in the plan annexed as Exhibit 'A' hereto.
- The Defendant is entitled to utilise the balance floor space index available on the said plot of land marked in green colour in the plan annexed as "whibit 'A' hereto. The Defendant's construction shall be of 8 ft. high stilts and such upper floors as may be permitted.
- 5) The plans for the development as aforesaid to be prepared by the Defendant's Architect in consultation ...2/-

with the Plaintiffs' Architect. The Plaintiff's are entitled to have their own Architect for their construction and if so required the Defendant shall not object to amendment or alteration of plans at a future date. Each of the parties shall bear their respective Architect's fees.

- plans as aforesaid sanctioned by the concerned.
- 7) The Plaintiffs' entitled to if they an arrival rec-construct the existing Church building at any time hereafter.
- 8) The Plaintiffs are entitled to form their own separate body in respect of their construction as aforesaid.
- 9) The Plaintiffs entitled to undivided share of leasehold rights in the plot of land in the ratio of the total floor space index consumed to 13,000. The Plaintiffs shall pay proportionate lease rent on pro rate basis.
- 10) The Plaintiffs are entitled to have their name board admeasuring 6 ft. x 3 ft. put up at the entrance of the plot.
- in respect of portion coloured and in the plan in the plan in the plan in the Plaintiffs or their Architect.
- 12) All cases and complaints pending against
 each of the parties hereto shall be withdrawn.



ANNEXURE 'A'

- 13) Ad-interim injunction granted in the Notice of Motion shall stand vacated.
- 14) No order as to costs.

Dated this | day of October, 1984.

1. gallus Tro

2. hr had

3. / Lines

the Plaintiffs

SUB REGISTA AND THE SUB RE

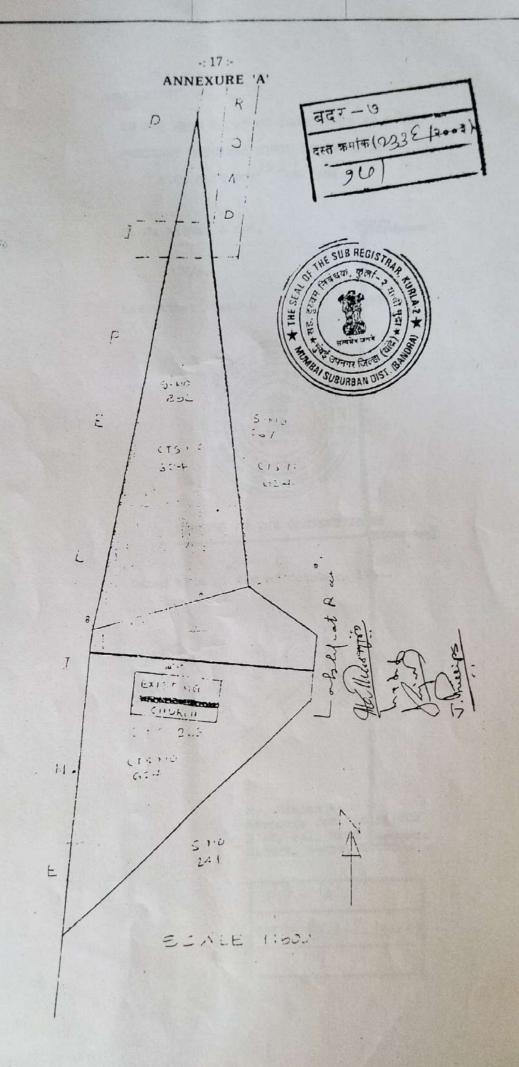
Lassifat Rai

the Defendant

Advocate for Plaintiffs

Advocate for Defendant

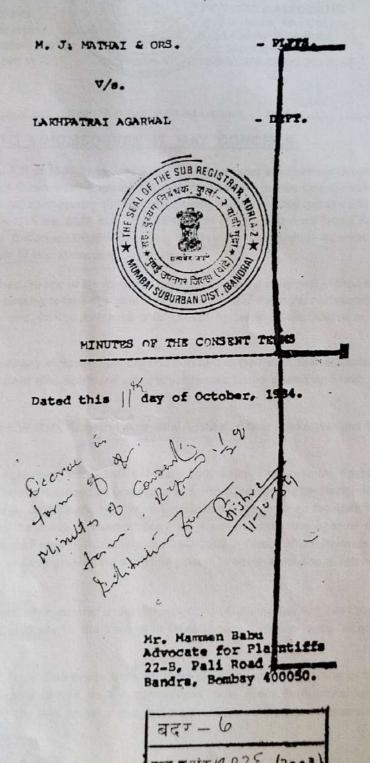
ब	दर	-1	9		
दस्ट	1 781	रांक	193	35	12003)
-	9	اع ا			



ANNEXURE 'A'

ORDINARY ORIGINAL CIVIL JURISDICTION

S.C. SUIT NO. 202 1984



G. S. Bhat

ADVOCATE HIGH COURT

302, Vaidehi Apartments, Sajjanwadi Mithagar Road, Mulund (East), Mumbai - 400 081 Resi.: 568 68 49 / 590 11 42 ANNEXURE 'B'

वस्त कमांक (233 ८ /२००

कर्मा अपन प्रमान वस्त कमांक (233 ८ /२००

कर्मा अपन प्रमान वस्त कमांक (233 ८ /२००

कर्म अपन प्रमान वस्त कमांक (233 ८ /२००

AS ARWAL & ASSOCIATES
Dry ue House, 4th Floor,
Stred Abdulla Brelvi Road,
Fort, Mumbai - 400 001.
Phone: 266 42 82 / 263 00 65

D-		No.	
Re	1	NO	
		1.40	

Regd. A.D./U.C.P./Hand Delivery

Date : ___

TO WHOMSOEVER IT MAY CONCERN

REF.: All that FSI of 1505.21 sq. mts with incomplete super structure comprising of Wing B & C constructed thereon viz. plot of land shown in Blue Colour wash and marked "B" admeasuring 1095 sq. mts bearing Survey No. 266 (pt) and 252 (pt) and New CTS No. 622F and Old CTS No. 624 of Village Mulund Taluka Kurla, Mumbai Suburban District belonging to Ramesh Lakhapatrai Agarwal the proprietor of M/s. Mahalaxmi Construction.

I have investigated the title of Mr. Ramesh Lakhapatrai Agarwal in respect of the above referred property by causing to take search in the Office of the Sub Registrar of Assurances at Mumbai, Bandra and Chembur. I have also caused to issue Public Notice in the Newspaper.

I have not received any objection from any one pursuant to the Public Notice published in the Newspaper. I have also not found any encumbrances in the search and from the Revenue Records.

In my opinion the title of Mr. Ramesh Lakhapatrai Agarwal is clear marketable and free from encumbrances.

By Development Agreement dated 26th February, 2002 entered between Mr. Ramesh Lakhapatrai Agarwal therein described as Owner and M/s. Prem Enterprises the Partnership Firm therein described as Developers, M/s. Prem Enterprises have acquired the complete development right over the above referred property. Mr. Ramesh Lakhpatrai Agarwal has also executed the General Power of Attorney dated 28-2-2002 in favour of the Partners of M/s. Prem Enterprises and has granted the complete powers to develop the above referred property.

The Appropriate Authority appointed under the provisions of Income Tax Act, 1961 have granted No Objection Certificate for the transfer of Development Rights in favour of M/s. Prem Enterprises.

In my opinion M/s. Prem Enterprises have acquired clear and marketable title to the said property and the same is free from encumbrances. M/s. Prem Enterprises have absolute right to develop the said property and sell the premises constructed thereon on ownership basis.

Dated this 11th day of March, 2002.

Sd/-(G. S. BHAT) Advocate.

ANNEXURE 'C' मालमतेच्या राजिस्टर कार्डातील उतारा जिल्हा उक्टि क्षित क्षेत्र क्षित क्षित क्षित या साऱ्याचा अपना धेषकत चीमी सत्ता प्रकार सिटी सर्वे नंबर 3000-9 6225 बहिवाटीचे हस्क १९ मध्ये धारण करणाऱ्याचे तांव इसक कता प्राप्त झाला (जानपंत तपास लागला तो पर्यत) 研 第时第1923 至十十 पट्टेदार:-इतर बीजे :-इतर शेर :-मासीदालह सही ' नविन धारण करणारा (ध) पहेदार (प) वालुम नं, अथवा इतर वोजा असणार (ई) वारीख मा निल्हाहा कारी में उनाने भारे क्रीति आदेश कं सी । कार्मी । एकामेंडला मारंगं ची वि । एवं अट अंटा वि अन्तार काला सिर्धेरूष E441/20 7010102 चाटिषमांगी ज्ञालयामुक स्थानंत्र भिक्युत मुद्रा (प) नि निर्भाषा पानेका उध्रुक ३०७७ १९ नी- मी ोड ग्रथारिय エ・カンンド・ソ 2 14a76 37 5 mg (H) निष्टला गैरी प्रस्ट. नि नि क्यापर オンながすう 1203T/41193-3245= वरीय नोर 314म . (2)ह्मि श्रमेश एउरवपतराम अगरनाले. मान्द्र 981-6183 दि- इच्छा पभा नुसार -(2. 49. V)

ANNEXURE 'C' भा नगर भूभापन भाधिकारी के १ मुबंर योगेकील 991484 आहेरा के जान स्टा का प्रहा (प) 1 ह्यू दिनंदि 26 (थार्थ) को आहेरान्यम क्रेरका र जनाक 232 मि स्थाप की मों रह दिने: न.र अ) 5245.

444 des . 3.00 नकलेचे मुस्य। त्रक द्वार वारीस ... कि विस्थापी तारी की . फ. लि. न्यालेचे अधिमार गुरु (पासणी करणार **ा**री नक्कल

च्या उपनगर जिल्हा, मंबई.

विकिटाचे मुख एक्ष प्रमाण '

Note :- This is a true copy of the extract of Register/P. R. Card which forms part of this office record and the area of the property referred to therein is go 71.1 m2 (in figures) i.o. Three thousand seven

seven point one only square moires (in words) which has been verified with the original and

Superintendent Land Recor



-: 22 :-ANNEXURE 'D'

बदर-	-19		
दस्त क्रमांव	F 123	٤	12003)
22			

VALID UP TO Rota: 3000 (Gen-79, 6.5.95) - Dyich F(RP) ES L.P.

MUNICIPAL CORPORATION OF GREATER BOMEAY PORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO.CR/ 4024 /APES/AT

Sir,

SANJAY AYARE ACHITECT INTERIOR DESIGNER 8, Velani Bhavin, S. L. Road, Mulund (W). Bombay - 80. Phone 561 01 49

With reference to your application No. 13.4-93 ... for Development Permission and grant of

COMMENCEMENT

9688

Commencement Certificate under section 45 and 69 of the Maharashtra Regional & Town Planning Act 1966, to carry out development and building permission under section 346 of the Hombay Municipal Corporation Act, 1888 to erect a building in Building No. on plot No. on plot No. C.T.S.No. 622 F Divn/Vill.
Town Planning Scheme No. Multiple situated at Road/Street Diva/Village/

Mulura (W) Ward ____ the Commencement Certificate/ Building permit is granted on the following conditions :

- The land vacated in consequence of the endorsement of the set back line/road widening line shall form part of the public street.
- That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- The commencement certificate/development permission shall
- The commencement certificate/development permission shall remain valid for one year commencing from the date of its issue.

 4. This permission does not entitle you to develop land which does not vest in you.

 5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act. 1966.

 6. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay if:
- - (a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned 12 -----מממני לורי
 - (b) Any of the conditions subjects to which the same is granted or any of the restrictions, imposed by the Municipal Commissioner for Greater Bombay is contravened or not complied with:

...2/-

बदर - ७ दस्त कमांक (०३३६ /२००३ 23

-: 23 :-

Gen-79

ANNEXURE 'D'

(c) The Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Halarashtra Regional & Town Planning Act, 1966.

The conditions of this certificate shall be binding not only on the applicant but on his hairs, executors, assignees, administrators and successors, and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri RS , Etablice Engineer to to exercise his powers and functions of the Planning Authority under section 45 of the said Adt. This c.c. is valid upto _____ 1/11/98 c. c up to stilt slab for wing 'B

Por and on behalf of Local Archority
The Municipal Corporation of Greater Bombay.

Executive Engineer, Building Proposals (Eastern Suburbs)

CE 1 4024 I BPES 1271 SUNTERNITION TO GREATER BOMBAY. c.c upto stilt slab terel as por amended

plans approved on 11-6-99. Stalled plans approved on 11-6-99. Stalled Prosocols

11 4024 / EPES / A 77 AUG 1999 Suburb: 5, 6 7

Full C-c for phase - I EN 4024 BLESIAT 15 MAY 2000

Blatto A. Plinn for

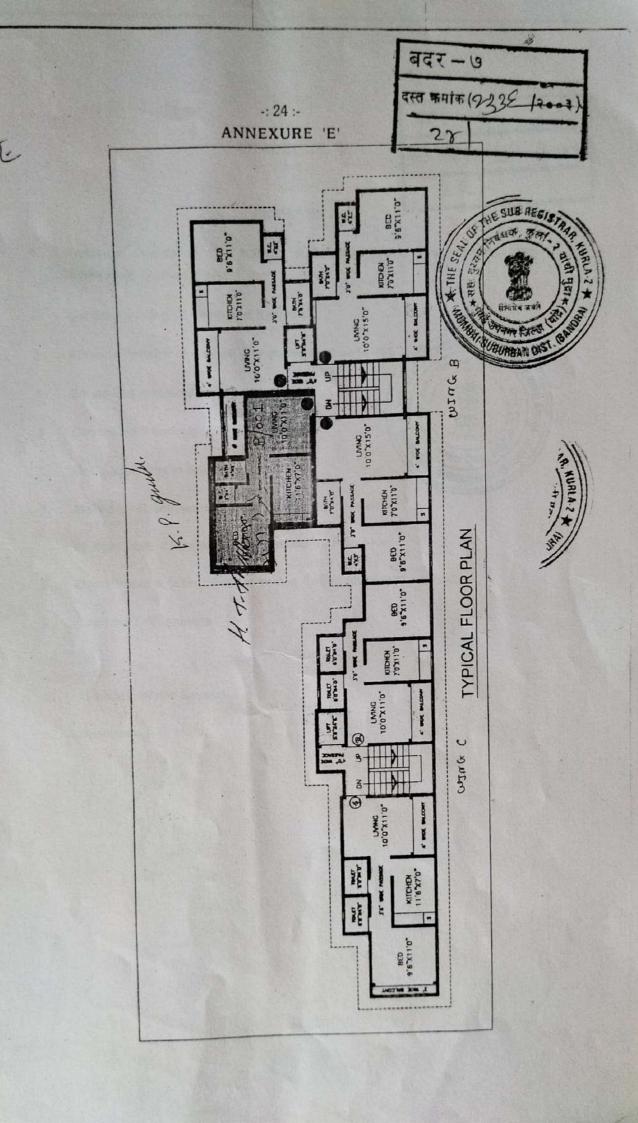
Assistant Engineer Building Proposals Eastern Suburbs (S& Ward)

uilding Proposale CE 1 4024 1 ENES 500 Whis (3. 8 7 Ward) 14 JUN 2000

county A' Babal, 416/2000

Assistant Engineer Duilding Proposals Fastern Suburb: (5, & T. Ward)





-: 25 :-

ANNEXURE 'F'

बदर - 19 दस्त क्रमांक (233 E /२००३) 2 पु

AMENITIES :

- Aesthetic outside of the building walls with double coat cement plaster, inside nirro finished plaster.
- 2. Ceramic flooring in Living and Bedroom.
- 3. Kitchen Platform of Granite with glazed tiles dado 2'-6"
- 4. Concealed electrical wiring.
- 5. Concealed Plumbing.
- 6. Full glazed tiles in toilets and w.c.
- 7. Main door flush type, outside laminated sunmica with,
 - a) night latch b) cromium plated aldrop c) Pipe hole.
- 8. Living Room window: Powder coated Sliding aluminium window.
- 9. Common T. V. Antenna
- 10. Lift
- 11. Automatic Water Geyser
- 12. Washbasin with Mirror.

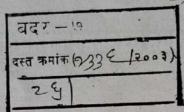
K. P. gudu.

नोंदणी उपमहानिरीक्षक व मुद्रांक उपनियंत्रक, मुंबई

जुने जकात घर तक्षमजला डि.डि.इमारत शहीद भगतसिंग मार्ग, फोर्ट, मुंबई-२३ फोननं २६३०७४२ /२६६२८ १३ विस्तार के ३९ जा.क. नोउपमिन/नगर भु. स्थळ/ १५४ / १२००२

प्रति,

सह दुययम निंबधक, कुर्ला



विषय: - नगरभुमापन क्रंमांक 622/एफ मौजे मूलूंड पश्चिम ता कुर्ला विभागातील शिघ्रसिद्धगणक 2001- 02 मध्ये समाविष्ट करणेबाबत 2003

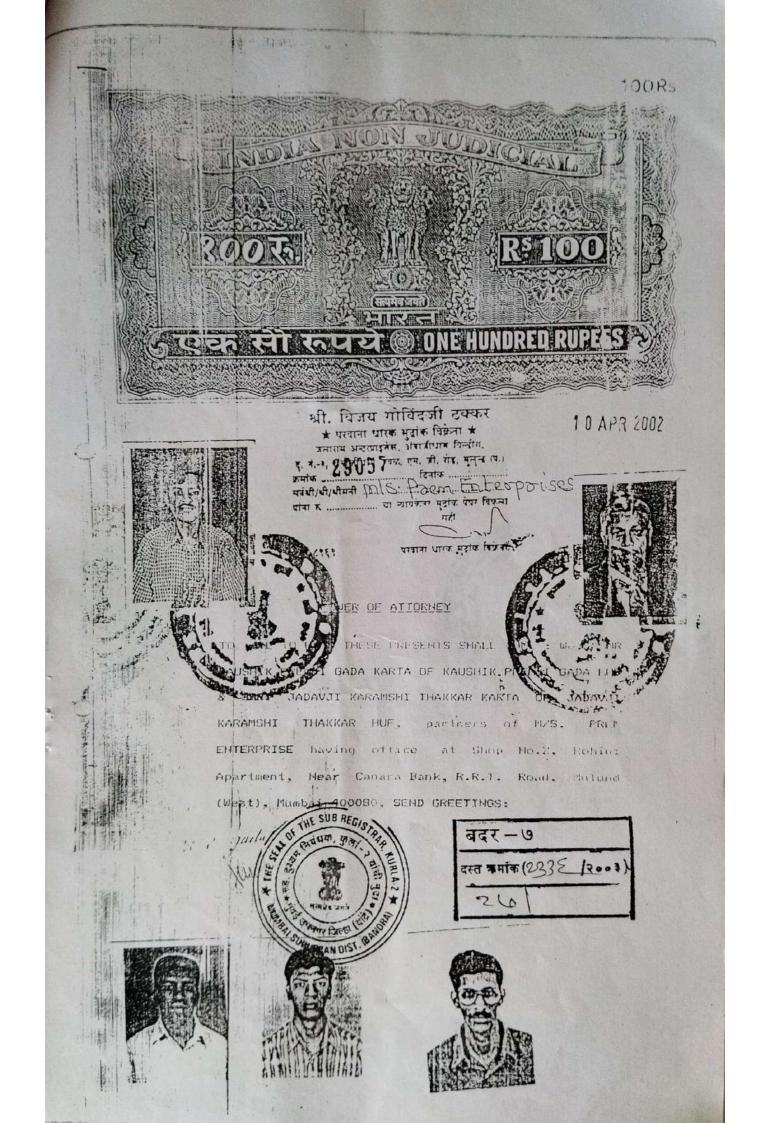
नादणां उप महानिर्धाक्षक सम्बोध उप नियंदक, मुंबर ट्रिसिट्स

उपरोक्त विषयान्वये कळविण्यात येते की, वरील नगरभुभाषन क्रंपांक हा विभाग क्रंमांक 123/566 विभागात असल्याचे प्रमाणपत्र सिद्धगणकामध्ये समाविष्ट करण्यात येत आहे. आपले कार्यालयातील शिघ्रसिद्धगणकाचे प्रतीमध्ये कायम स्वरूपी नींद घेण्यात यावी.

यापुढे सह दुय्यम निबंधक यांनी सदर भूमापन क्रंमांक बाबत या कार्यालयाचे किंवा

उपसंचालक नगररचना यांचे पत्र मागणी करू नये.

नोंदेणी उपमहाचिरीक्षक,व इांक उपनियंत्रक मुंबई यांचे करिता.





बदर - 17 दस्त कमांक (233 ६ - 12003) य

1 0 AFR 2802

और विराध मीरिवेषणी व्ययम स प्राथम प्राथम प्रति विशेषा क महामा प्रकारक जिल्हाम

Transform und ferm

WHEREAS we alongwith SHRI ASHWIN PREMJIOGADA & SMT
TNDIRA CHANDRAKANT SHAH are partners of M/s. PREM
ENTERPRISE, doing business as per Deed of
Partnership Dated 19.11.2001.

AND WHEREAS we are constructing a resident of building named "MAHALAXMI TOWER" on piece and part of

p gentre

H32+(

New C.T.S. No.622F and Old C.T.S.No.624. lying and being between Old Tansa Water Pipeline and Lal Eahadur Shastri Marg, Off. B.R. Road, in the village Mulund, Mulund (West). Mumbai-400080.

AND WHEREAS we as Developers of said property will be executing separate Agreements for each tenements to be sold to various intending purchasers.

AND WEREAS as partners of M/s. Prem Enterprise, we will be executing the said agreements and wish to appoint Mr Rajendra Anant Sawant, Mr Keshav Babu Bhandekar and Mr Arun Narayan Sangurdolar act individually or jointly for the purpos of registration of documents and completing the formalities in the office of the Sub. Registrar, Chembur or other concerned Sub-Registrar of Assurance.

NOW KNOW ALL THESE PRESENTS WITNESSETH THAT ... MR FAUSHIF FREMJI GADA HUF & JADAVJI KARAMSHI THAKKAR HUF partners of M/s. Frem Enterprise, on behalf of the Partnership Firm, appoint Mr Rajendra Anant Sawant, Mr Keshav Babu Bhandekar and Mr Arun Narayan Sangurdekar to act individually or join ly and deal with and to do the followings:



बदर - ७ दस्त क्रमांक (233^E | २००३), 2 e 1. To sign and admit on our behalf, in the capacity of partners of M/s. Frem Enterprise, in the office of the Sub Registrar of Assurance. Chembur: or other concerned Sub-Registrar of Assurance, for completing the registration formalities of the Agreement for Sale, which we have executed for the sale of the Viluts, offices, shops, garages, parking spaces etc. of the said firm.

our attornies may consider necessary for expedient in connection with completing the registration formalities of Agreement for Sale of M/s. Prem Enterprise, in the Office of the Sub Registrar. Chembur, or other concerned Sub-Registrar of Assurance, as fully and effectually as we would do our self.

IN WITNESS WHEREOF We, MR KAUSHIK PREMJI GADA HUF

MF JADAVJI KARAMSHI THAKKAR HUF, Partners of M/

PREM ENTERPRISE, on behalf of the said firm have

But our hands to this writing on this lith day Ass.

APRIL. 2002

the withinnamed

the withinnamed

MR KAUSHIK PREMJI GADA HUF &

MR JADAVJI KARAMSHI THAKKAR HUF

PARTNERS of M/S. PREM ENTERPRISE

In the presence of......

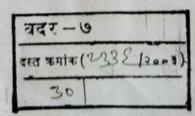
KAUSHIK P. GADA H. U. P.

KARTA

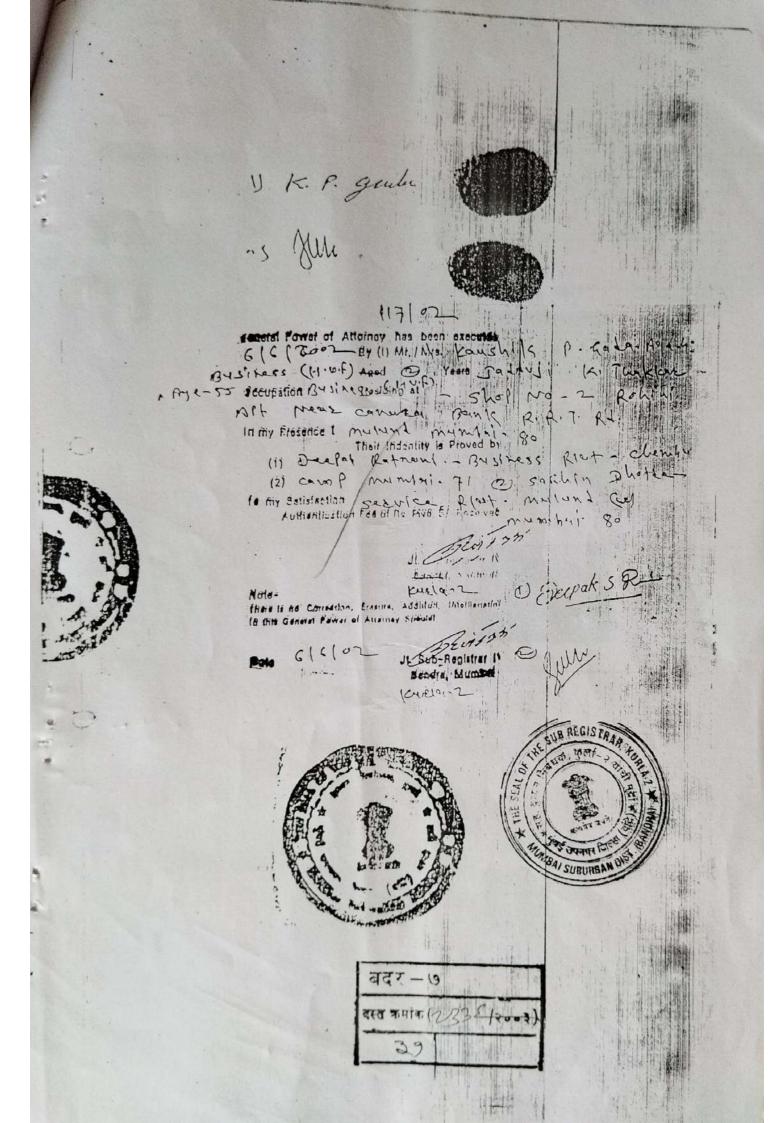
FOR JADAVJI K. THAKKER, H. U.

Sir

KARTA







			वदर7
20/03/2003 दुय्यम निबंधकः	दस्त गोषवारा		दस्त क्र 2336/2003
प्रस्त क्रमांक : 2336/2003 दस्ताचा प्रकार : करारनामा वनु क्र. पक्षकाराचे नाव व पत्ता नावः मेससं प्रेम इंटरप्रायजेस तर्फ मागीवार श्री. काँशिक प्रेमजी गडा यांच्या तर्फ कु मु म्हणून श्री. राजेंद्र अनंत सावंत कताः घर/फलंट नंः शॉप नं 2, रोहिणी, आर आर टी रोड, मुलुंड प मुं 80. गल्ली/र वावः हर्षद तुलसीवास ठक्कर पत्ताः घर/फलंट नंः 701, सिद्धी अपार्टमेंट, बाळराजेश्वर रोड, मुलुंड प मुं 80. गल्ली/रस्ताः - इंमारतीचे नावः - इंमारतीचे नावः -	पक्षकाराचा प्रकार	छायाचित्र भाऽभा - ३५७४३	अंगठ्याचा ठसा
देशवसाहतः - शहर/यावः- तालुकाः - पिनः - विनः - विवः हर्षा हर्षद ठक्कर पत्ताः घर/फलंट नंः वरीलप्रमाणे गल्ली/रस्ताः - इंमारतीये नावः - इंमारत नंः - पेट/वसाहतः - शहर/गावः- तालुकाः - पिनः -	तिहून घेणार वय 40 सही अर्जा		





महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA आरोग्य विभाग HEALTH DEPARTMENT बृहन्मुंबई महानगरपालिका

MUNICIPAL CORPORATION OF GREATER MUMBAI

मृत्यु प्रमाणपत्र DEATH CERTIFICATE

(जन्म व मृत्यु नोंदणी अधिनियम,१९६९ मधील कलम १२/१७ आणि महाराष्ट्र जन्म आणि मृत्यु नोंदणी नियम,२०००चे नियम ८/१३ अन्वये देण्यात आले आहे.)

(Issued under section 12/17 of the Registration of Births & Deaths Act, 1969 and Rule 8/13 of the Maharashtra Registration of Births and Deaths Rules, 2000.)

प्रमाणित करण्यात येत आहे की,खालील माहिती मृत्युच्या मूळ अभिलेखाच्या नोंदवहीतून घेण्यात आली आहे, जी की बृहन्मुंबई महानगरपालिका,तालुका Ward T,जिल्हा मुंबई,महाराष्ट्र राज्याच्या नोंदवहीत उल्लेख आहे

This is to certify that the following information has been taken from the original record of death which is the register for Municipal Corporation of Greater Mumbai of Ward T of District Mumbai of Maharashtra State.

मृताचे पूर्ण नाव /

Full Name of Deceased : MR. HARSHAD

TULSIDAS THAKKAR

मृत्यु दिनांक/

Date of Death : 07.10.2015

आईचे पूर्ण नाव।

Name of Mother : MRS. . . .

मयत व्यक्तीचा मृत्युसमयीचा पत्ता/

Address of deceased at the time of death:

B - 1, MAHALAXMI TOWER,

OFF. B R ROAD,

MULUND WEST,

MUMBAI, 400080,

Maharashtra, India.

नोंदणी क्रमांक/

Registration No.: 795989149

थेरा/

Remarks (if any) :

प्रमाणपत्र दिल्याचा दिलांक/

Date of Issue : 14.10.2015

मृत्युचे ठिकाण/

लिंग/

Sex : Male

Place of Death : MUMBAI

विडलांचे/पतीचे पूर्ण नाव/

Name of Father/ Husband : MR. TULSIDAS

THAKKAR

मयत व्यक्तीचा कायमचा पटता/

Permanant Address of deceased :

B - 1, MAHALAXMI TOWER, OFF. B R ROAD,

MULUND WEST,

MUMBAI, 400080,

Maharashtra, India.

नोंदणी दिनांक/

Date of Registration: 10.10.2015

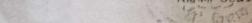
निर्गमित करणा-या प्राधिका-याची सही।

Signature of the Issuing Authority :

प्राधिका-याचा पत्ता/

Address of the issuing authority :

WardT, Mumbai.



"प्रत्येक जनम आणि मृत्युची घटना नाँदवन्याची खात्री करा"



to day, alvoir, A bothty.

Date: November 27, 2018

To,
Mr. Mitesh Harshad Thakkar/ Mrs. Harsha Harshad Thakkar
4, B 1, Mahalaxmi Tower, Off B R Road, Near Model Tower Mulund, Mumbai, Mumbai, Maharashtra-400080, India
9594755522

Dear Customer,

Subject: No objection certificate of your Loan Account No. NHL/PNVL/0118/484288.

This is to certify that your loan account with the below mentioned details has been repaid in full and there is no due outstanding against the said loan.

Loan Account No. NHL/PNVL/0118/484288

Property Address: FLAT NO 001, GROUND FLOOR, B WING, MAHALAXMI TOWER, MULUND, Thane, Thane, Maharashtra, India, 400080

PNB Housing Finance Limited reserves no rights/claim-whatsoever against the same in future.

Yours Sincerely.

For PNB Housing Finance Limited