

HDFC Bank Limited 6th Floor, HDFC House, HT Parekh Marg, Churchgate, warn - 400 020.

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Date: 12-FEB-24

EVIE REAL ESTATE PVT LTD RUNWAL & OMKAR ESQUARE 4TH FLOOR MUMBAI 400022

Dear Sir/Madam,

Sub: No Objection for the sale of Unit No. F-3904 Wing F admeasuring 1135.19 SQ.FT. (Carpet area) in the project Runwal Bliss - Sunflower situate at Kanjurmarg East, Mumbal, Maharashtra ("said Project") to Rahul Bhardwaj / Vijayeta Sharma (the "said Purchaser/s").

Re: Your request letter dated 09-FEB-24 ("said Letter").

This bears reference to your said Letter seeking permission from HDFC Bank Limited ("HDFC Bank") for sale of the said Flat / said Premises to the said Purchaser/s.

Please note that HDFC Bank has considered your request and hereby conveys its "No Objection" to your selling the said Flat / said Premises to the said Purchaser/s SUBJECT HOWEVER TO the condition that the mortgage / charge / security interest created over the said Flat / said Premises in favour of HDFC Bank shall continue unabated till such time the entire sale proceeds / sale consideration (excluding TDS as applicable) received from the said Purchaser/s or paid on behalf of the said Purchaser/s is received in / deposited into the Collection Account / Escrow Account No. 57500000762070 established for the said Project with HDFC BANK LIMITED ("said Account"). Upon receipt and/or realisation of the entire sale proceeds / sale consideration (excluding TDS as applicable) pertaining to the said Flat / said Premises in the said Account, the exclusive mortgage / charge created over the said Flat / said Premises in favour of HDFC Bank shall automatically stand satisfied / released.

This permission is granted for the limited purpose of facilitating sale of the said Flat / said Premises in favour of the said Purchaser/s and shall automatically stand withdrawn, cancelled and revoked in the event of breach of the conditions contained herein or in the event of non-consummation of the transaction contemplated with the said Purchaser/s.

You shall not enter into any agreement or arrangement with the said Purchaser/s that is contrary to the terms and conditions contained in the Transaction Documents.

This permission in not transferrable and shall be valid and effective only in this specific instance and for the specified purpose for which it is given (i.e. for sale of the said Flat / said Premises to the said Purchaser/s only) and for no other purpose. You shall seek fresh permission in the event of non-consummation of the transaction contemplated with the said Purchaser/s.

Please also note that the sale of the said Flat / said Premises to the said Purchaser/s shall not affect the mortgage/charge created and subsisting over all other properties (including without limitation, over the underlying land and the said Project) as and by way of security for the facilities availed from HDFC Bank.

Yours faithfully,

For HDFC Bank Limited

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Authorised Signatory

www.hdfcbank.com

EVIE REAL ESTATE PRIVATE LIMITED

Date: 16.02.2024

To,
The Branch Manager
STATE BANK OF INDIA,

Dear Sir,

Re: Permission to mortgage **Flat No. F-3904** in the Tower No. **F** of the building known **SUNFLOWER** in the project known as "**RUNWAL BLISS**".

We **EVIE REAL ESTATE PVT. LTD.** here by certify that:

- 1. This is to confirm that we have agreed to sale Flat No. F-3904 admeasuring 1135.19 sq. ft (Carpet Area) on 39th Floor in the Tower No. F of the building known as <u>SUNFLOWER</u> in the project known as "RUNWAL BLISS" situated at plot bearing CTS No. 1004, 1005 (pt), 1005/1, 1006, 1007/5 (pt) & 1009 (pt) of Village Kanjur marg, Mumbai to RAHUL BHARDWAJ & VIJAYETA SHARMA (hereinafter called as the 'Buyers') for a total consideration of Rs.27962180/- (Rupees Two Crores Seventy Nine Lakhs Sixty Two Thousand One Hundred Eighty Only) under an agreement dated 10.02.2024 be liable to pay stamp duty, registration fees, society & other deposits & maintenance charges deposit as may be demanded by us from time to time.
- 2. We have not borrowed from any financial institution for the purchase of the Property and have not created any encumbrances on the Property allotted to the said purchasers and the title of the Flat described above is clear, marketable and free from all encumbrances and doubts save & except the mortgages that have been created in favor of Housing Development Finance Corporation Ltd. ("HDFC") being security trustee on behalf of the Lender. However, Housing Development Finance Corporation Ltd. ("HDFC") has already given us their NOC for mortgaging the said flat
- 3. We confirm that we have no objection whatsoever to the said purchasers, at their own costs, charges, risks and consequences mortgaging the said Flat to **STATE BANK OF INDIA** (herein after referred to as "the Bank") as security for the amount advanced/to be advanced by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the agreement for sale by the said purchasers. But, the Purchasers will only be solely & fully liable & responsible to pay & clear the entire loan amount, interest, etc. and every part thereof.

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EVIE REAL ESTATE PRIVATE LIMITED

- 4. We will not create any encumbrances on the said flat allotted to the purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document / agreement for sale by the said purchasers.
- 5. After creation of proper charge/mortgage and after receipt of the copies there of and after receipt of proper nomination in favour of the Bank, from the said purchasers, we are agreeable to accept the Bank as a nominee of the purchasers for the property described above and once the nomination favouring the Bank has been registered and advice sent to the Bank of having done so, provided that, once we accept the nomination in favour of the Bank, then the Bank unconditionally and irrevocably, agrees and accepts to pay all the dues of the purchasers to us in respect of the said Flat. We note not to change the same without the written NOC of the Bank.
- 6. After creation of charge/mortgage and after receipt of the copies thereof and after receipt of the proper nomination in favour of the Bank, from the above named purchaser, I/We undertake to inform the society about the Bank's charge on the said flat as and when the society is formed.
- 7. In case of termination/cancellation of the agreement for sale for any reason, We shall refund to the Bank, by a crossed cheque favouring "the Bank A/C the Purchasers", the sum or sums of money the Bank had advanced to the above Buyers and paid to us directly, but after adjusting/recovering there from all the dues payable by the purchasers to us, and forward the cheque directly to the Bank.
- 8. All Cheques/ Pay orders/Demand Drafts/ Bankers Cheque may please be issued in the name of "ERPL Tower F Collection Escrow Account 100"

Yours faithfully, For **EVIE REAL ESTATE PVT LTD**.

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