C-404, Revati Plaza, Bhakti Circle, New Nikol, Ahmedabad.
: 98790 57290 dbpatel.adv@gmail.com

DINESH B. PATEL
ADVOCATE

To,

SHREEGURU INFRA

A Partnership Firm through its Partner

Shri Hiren Trikambhai Gajera

ENCUMBRANCE CERTIFICATE

THIS IS TO CERTIFY, **SHREEGURU INFRA, A Partnership Firm** through its Partner Shri Hiren Trikambhai Gajera, having its office at 5, Shantam Bunglows, Opp. Suryam Flora Bunglows, Near Malbar Hills Bunglows, Nikol, Ahmedabad. (hereinafter called the **"Promoter"**) is owners and possessors of the Freehold Non Agricultural Use Land bearing Revenue Survey/Block No. 154 admeasuring 7487 square meters and Revenue Survey/Block No. 155 admeasuring 10218 square meters, which was included in Town Planning Scheme No. 112 and allotted Final Plot No. 8 land admeasuring 10623 square meters situate out of which Sub Plot No. 8/2 land admeasuring 6001.20 square meters as per Sub division Plot approved by the AMC, situate, lying and being at Mouje Odhav of Vatva Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad - 07 (Odhav) and more particularly described in the schedule hereunder written hereinafter called the **"PROJECT LAND"**

Further said promoter has commenced with the Residential cum Commercial project namely "**SHREEDHAR VIHAR**" on the said project land.

Earlier, I had investigated the titles of the abovereferred land and I have issued Title Certificate, Title Report and Non Encumbrance Certificate dated 09th September, 2022.

DINESH B. PATEL G/1220/2003 AHMEDABAD ADVOCATE

Thereafter at present, as per the request and requirement of owner of the aforesaid subject land namely Shreeguru Infra, A Partnership Firm, I have caused to be taken searches of available registration record through our search clerk and believing the same to be true, correct and trustworthy; we hereby issue this Encumbrance Certificate and opine that the said Project Land is free from any encumbrance except subject to :

1. Charge of Bajaj Housing Finance Ltd, for Rs. 33,00,00,000/- (Rupees Thirty Three Crore Only) as per sanction letter dated 04.12.2022.
2. Registered Mortgage Deed which was duly registered with the office of Sub Registrar Ahmedabad - 07 (Odhav), vide serial no. 14642 dated 16.12.2022.

SCHEDULE

(Description of the Project Land)

All That piece or parcel of Freehold Non Agricultural Use Land bearing Revenue Survey/Block No. 154 admeasuring 7487 square meters and Revenue Survey/Block No. 155 admeasuring 10218 square meters, which was included in Town Planning Scheme No. 112 and allotted Final Plot No. 8 land admeasuring 10623 square meters situate out of which Sub Plot No. 8/2 land admeasuring 6001.20 square meters as per Sub division Plot approved by the AMC, situate, lying and being at Mouje Odhav of Vatva Taluka in the Registration District of Ahmedabad and Sub District of Ahmedabad - 07 (Odhav).

PLACE : AHMEDABAD

DATE : 08/01/2023

DINESH B. PATEL
ADVOCATE

RG. SERIAL No. A/08
DATE 12/07/2023
BOOK No. A-02
PAGE No. 03

RANJITSINH M. SOLANKI
NOTARY
GOVT. OF INDIA

NOTARIAL NOTARIAL

FORM 'B'
[See rule 3(4)]

DECLARTION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr. Hiren Trikambhai Gajera, duly authorized by the promoter of the SHREEGURU INFRA project situated at "Shreedhar Vihar" - Next to Prarthna Exotica, Near Devasya School, Vastral, Ahmedabad - 382418, vide /their authorization dated: 08th November 2022.

I, Hiren Trikambhai Gajera duly authorized by the promoter of the ***SHREEDHAR VIHAR*** project do hereby solemnly declare, undertake and state as under:

1. that promoter have a legal title to the land on which the development of the project is proposed;

2. ***that the said land is free from all encumbrances; Except mortgaged in favour of Bajaj Housing Finance Limited , Elisbride, Ahmedabad Branch for project loan (Term Loan) of Rs. 33,00,00,000/- (Thirty Three Crore only).***

3. the time period within which the project shall be completed by promoter is till dated **30-09-2028.**

4. that seventy per cent of the amounts realised by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose;

5. That the amount from separate account, to cover the cost of project, shall be withdrawn in proportion to the percentage of completion of the project;

6. That the amount from separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdraw is in proportion to the percentage of completion of the project;

7. That promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice and shall produce a statement of accounts duly certified and signed by such chartered account and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project;

NIDHI CO-OP BANK LTD
S.P. RING ROAD, ODHAV
AHMEDABAD - 382415
भारत INDIA
STAMP DUTY
00000
Rs. 0000300
11.1.2023
SPECIAL ADHESIVE
GUJARAT
1110 9306538

FORM 'B'
[See rule 3(4)]

DECLARTION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

8 that promoter shall take all the pending approvals on time, from the competent authorities;

9 that promoter have furnished such other documents as have been prescribed by the rules and regulations made under the Act.

FOR, SHREEGURU INFRA

H. T. Gajera

PARTNER

Place : Ahmedabad
Date : 11-01-2023

Deponent
Signed by Partner
Name **Hiren Trikambhai Gajera**
Promotor **SHREEGURU INFRA**
Address 5, Shantanam Bungalows, Opp. Suryam Flora Bungalows, M. G. Road, New Nikol, Ahmedabad - 382350

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verify by me at Ahmedabad on this 11th day of January, 2023.

FOR, SHREEGURU INFRA

H. T. Gajera

PARTNER

Deponent
Signed by Partner
Name **Hiren Trikambhai Gajera**
Promoter **SHREEGURU INFRA**
Address 5, Shantanam Bungalows, Opp. Suryam Flora Bungalows, M. G. Road, New Nikol, Ahmedabad - 382350

SIGNED BEFORE ME
RANJITSINH M. SOLANKI
NOTARY
GOVT. OF INDIA
11 JAN 2023

Date: 30.11.2022

BAJAJ FINSERV

To
M/s Shreeguru Infra
Ahmedabad

Dear Mr. Bhavin Jivrajbhai Sudani, Mr. Hiren Trikambhai Gajera and Mr. Pragjibhai Nathubhai Padasala

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 33 Crores towards project "Shreedhar Vihar"

Basis the Information shared between BHFL & You, we, at your request, in principle agree to extend the Facility subject to the terms and conditions as mentioned below.

Kindly note, this Term Sheet is subject to completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of Bajaj Housing Finance Ltd. (BHFL) and should not be construed as giving rise to any binding obligation on part of BHFL. BHFL reserves the right to cancel, add, modify or alter the entire or partly any terms and conditions including Facility Amount and terms and condition set basis further due diligence.

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 5 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 90 days from the date of acceptance of this Letter, the Offer may be rescinded, at the sole discretion of BHFL, without any further communication.

Regards,

N.N. Choksh.

Authorized signatory
950003.

Approved and accepted by the Borrower

Signature(s) ____________

Date 04/12/2022

Name Hiren Gajera

Designation Authorised Partner

P.R. Kogat

C. V. Desai

D. J. Patel

H. T. Gajera

P. N. Padasala

H. T. Gajera

M.V. Gadhiya

BAJAJ HOUSING FINANCE LIMITED
100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

4th Floor, Aurum Avenue, Opp. Mayor Bungalow, Nr. Law Garden, Elisbridge,
Ahmedabad - 380006, Gujarat, India,

Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar,
Pune - 411 014
Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune 411035
Website: https://www.bajajhousingfincnce.in

Tel: +91 20 71878060
Corporate ID No.:
U65910PN2008PLC132228

www.bajajfinserv.in

Terms & Conditions:

BAJAJ FINSERV

Borrower	M/s Shreeguru Infra
Co-Borrower	Mr Bhavin Jivrajbhai Sudani Mr Hiren Trikambhai Gajera Mr Pragjibhai Nathubhai Padasala Mr Bhavesh Vallabhbhai Borad Mr Sanjaykumar Vallabhabhai Borad Mr Rajesh Dilipbhai Bhalala Mr Ankur Mansukhbhai Makani Mr Bhikhubhai Lakhabhai Radadiya Mr Mehul Vrajlal Gadhiya Mr Pradipkumar Ramnikbhai Korat Mr Chamanbhai Ravjibhai Sathvara Mr Chirag Virendrabhai Desai Mr Maulik Ashokbhai Vavliya Mr Dhirubhai Jagabhai Rafaliya
Developer	Shreedhar Group
Lender	Bajaj Housing Finance Limited (BHFL)
Project	Shreedhar Vihar ("The Project")
Facility	Loan not exceeding Rs.33,00,00,000 (Rupees Thirty-Three Crores only) for the purpose of Construction Finance and general working capital requirements of the residential Project referred to as the "Facility".
Purpose of Facility	• Facility will be used towards construction cost and/or working capital requirement of the Project. • The Facilities, either in part or in full, will not be used for investment in capital markets or any other activity which is prohibited as per RBI or any illegal activity.
Tenure	Total tenure not exceeding 66 months including Principal standstill period of 36 months from date of first disbursement of Facility
Interest on the Facilities	• As on date, the Reference Rate of BHFL-I-FRR HFCINS is 15.60% per annum, spread is -3.60% per annum and the applicable rate is 12.00% per annum. • In the event of any change in the Reference Rate, the spread would remain constant and the applicable rate would be changed in line with the revised Reference Rate. The Reference Rate, as applicable at the time of disbursal, will be applicable to the loan.
Processing fees/ Commitment fees for the facility	• The Borrower will pay 1.00% of the Facility Amount plus all applicable taxes and statutory levies thereupon issuance of final sanction letter. • The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project. • The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days from the date of issuance.
Home Loan	• **In case where home buyers desire to purchase unit in the Project and who intends to avail a home loan, the Borrower shall refer such home buyers to BHFL for the home loan. BHFL will evaluate such loan proposals as per the internal policies and will have the first right of refusal.** • **BHFL reserves the right to release NOC to any other financial institution in case a home buyer decides to avail home loan facility from any other financial institution.**
Marketing	• The Borrower agrees and confirms that while undertaking any marketing activity with respect to the Project, the Borrower will disclose that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project. This is also a regulatory requirement as per the NHB circular No. NHB (ND)/DRS/ POL-No. 30/ 2009. • Second tranche disbursal will be done only post compliance to this requirement. • The Borrower will allow display boards at the Project site stating that the Project has been financed by BHFL. Further, the Borrower will not remove such boards without specific permission from the Lender.
Prepayment/ Foreclosure Charges	• No prepayment charges throughout the tenure of the facility if prepayments are done as per the terms stipulated in the sanction letter & loan agreement. In case of any prepayment over & above the stipulated terms, BHFL reserves the right to levy prepayment charges of 4% on such part payments. • Any partial prepayment would require prior written notice of 45 days from the Borrower. In the absence of such a notice, adjustment of such prepayment against principal outstanding will be done post 45 days only.

P.R. Korat

BAJAJ HOUSING FINANCE LIMITED
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C.V. Desai

D. J. Rafaliya

P.M. Padasala

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Ahmedabad - 380006, Gujarat, India,

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Tel: +91 20 71878060
Corporate ID No.:
U65910PN2008PLC132228

B.J. Sudani

M.V. Gadhiya 21/05/24, 09:24

H. T. Gajera

H. T. Gajera

	• In case of balance transfer loans, BHFL reserves the right to charge pre-closure charges on the undisbursed amount. In case of other loans, BHFL reserves the right to charge pre-closure charges on the undisbursed amount if it is more than 10% of the sanction amount. • 4% prepayment charges on the outstanding amount in case of takeover by any financial institution.
Disbursement schedule	The Facility amount of Rs. 33 Crs will be disbursed upon compliance of sales and construction milestone as mentioned below: (see table below) • 1st tranche will be disbursed only after RERA registration • Apart from meeting the milestones as mentioned above, one of the pre-conditions for 2nd tranche will be the Borrower disclosing that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project as per the NHB circular No. NHB (ND)/DRS/ POL-No. 30/ 2009. • Both sales and construction milestone need to be adhered for release of every tranche amount. • Project cost excludes land and interest cost. • CA Certified cost incurred has to be submitted for every tranche disbursal certifying the tranche amount has been used towards project. • Sales will be considered for only Sanctioned Units. • The achievement of the Sales milestones, Cash flow and Tranche disbursal amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion. • Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as agreed during the loan sanction. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan upto 4% per annum on the entire loan outstanding. • Any other transaction specific conditions to be added

Tranche	Disb amt (in Crs)	% construction stage linked to cost incurred	Cumulative Sales milestone (Carpet area in sq. ft.)	Cumulative Collection Milestone
Upfront	4.0	1%	0	0.00
2nd	3.5	10%	3500	0.20
3rd	3.5	19%	9000	0.50
4th	3.0	28%	22500	1.30
5th	3.0	37%	36000	2.80
6th	3.5	44%	48500	4.50
7th	3.5	53%	61000	7.00
8th	3.0	61%	73500	11.00
9th	3.0	68%	86000	15.50
10th	3.0	75%	96000	20.50

Repayment for Facilities

• The Borrower agrees and undertakes to repay principal amounts by way of scheduled repayment of the facilities to BHFL in 66 months after principal standstill period of 36 months from the date of first disbursement.
• Interest to be serviced monthly during the principal standstill period from the current account of the Borrower through ECS/PDC's/NACH.
• Due date for the repayment will be 15th of every month
• Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower.

Period (in Months)	Collection Amount	Sweep
1st month to 15th month	Up to Rs. 12 Crs	10%
16th month to 24th month	Above Rs. 12 Crs up to Rs. 24 Crs	40%
25th month & above	Above Rs. 24 Crs	75%

The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier. However, sweep will be increased to minimum 80% post completion of the project.

The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.

Calculation of Equated Monthly Principal (EMP) after the end of principal standstill period:
At the end of the principal standstill period, the total disbursed amount will be divided by remaining tenure. This amount, called Ideal EMP, will remain constant for the remaining loan tenure until any additional disbursal done in loan account. Such Ideal EMP will be deducted from the total disbursed amount at the end of principal standstill

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Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune 411035
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Tel: +91 20 71878060
Corporate ID No.: U65910PN2008PLC132228

D. J. Patel
P. K. Patel
C. V. Patel
H. V. Gadhiya

	period to arrive at the Ideal POS. This Ideal POS will be calculated for the remaining tenure by deducting the ideal EMP from the Ideal POS every month. The actual POS will be compared against this ideal POS every month. In case the actual POS is lower than the ideal POS, no EMP will be payable for that month. If the actual POS is more than the Ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated on a daily basis on the actual POS & will need to be paid on the due date. In case of any additional disbursal during the loan tenure, such additional disbursed amount will get divided by the remaining loan tenure & the Ideal EMP will increase accordingly.
Minimum Selling Price	Minimum Selling Price (MSP) for **MSP – 2 BHK= 4530 per sq. ft. on carpet area**. If the selling price is lower than the MSP, the Borrower is required to deposit the difference amount as per the prevailing escrow sweep percentage with BHFL immediately in the month of such sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate the stipulated covers.
Scheduled receivables	• Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with or relating to the Project and all insurance proceeds both present and future. • The Borrower will maintain a minimum net receivable cover of 1.75 times of the principle outstanding during the tenor of the facilities. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL.
Escrow account	• The Borrower will have to open an escrow account with the designated bank as identified by the Lender. • The Borrower shall ensure that all the scheduled receivables of the Project are deposited only in the Designated account opened as per RERA guidelines in compliance with BHFL. • Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower. Period (in Months) | Collection Amount | Escrow Sweep 1st month to 15th month | Up to Rs. 12 Crs | 10% 16th month to 24th month | Above Rs. 12 Crs up to Rs. 24 Crs | 40% 25th month & above | Above Rs. 24 Crs | 75% The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier. However, sweep will be increased to minimum 80% post completion of the project. • The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche. • BHFL will have full authority to monitor and operate the account as it deems fit/necessary. • The designated escrow account shall be maintained by the Borrower during the entire tenure of the facilities and shall not be closed without prior written consent and approval of BHFL. • With respect to any collections from the Project which are not deposited in the Escrow Account as agreed between Borrower and the Lender, the Borrower undertakes to pay towards the Loan Account, the proportionate amount calculated as per the applicable sweep percentage every week within the same week of collections. In case of any non-compliance, the Lender reserves the right to levy penal charges up to 4% per annum on the entire loan outstanding. The Borrower also undertakes to upload on RERA website about the Lender's charge on the project within 7 (Seven) working days of creation of registered mortgage. Further, the Borrower also undertakes to update the details of Escrow Account on the RERA website and any other places as per statutory requirements in due course of time. Borrower also undertakes to update all the existing customers/ home loan provider from where future tranches are receivable regarding the changed escrow account & ensure that all subsequent payments/ disbursals are deposited in this BHFL escrow account. BHFL reserves the right to withhold subsequent disbursals in case of any violation/ non-compliance of the above clause. • The Borrower agrees that the applicable sweep from the amounts collected as receivables from the Project from the date of sanction of the loan till the date of disbursal shall also be paid to BHFL immediately when the loan is disbursed or BHFL reserves the right to downsize the loan to that extent. • All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL. • Inform all customers of the Project to draw all cheques in favour of designated account as per RERA guidelines in compliance with BHFL and also undertake that all the receivables in connection with the Project are deposited only in this account. • BHFL will have the first right to adjust the sale proceeds against the principal outstanding/other dues in respect of the facilities.

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D.J. Peter
P.V. Adesara
P.R. Vekariya
C.V. Desai
H.V. Gadhiya
H.T. Gajera

	• BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL.
	• The Borrower agrees that the Escrow Account will be opened and made operational within 30 days from the date of 1st disbursal. Any subsequent disbursals of the loan will be made post the Escrow Account being operational. In case the Borrower fails to open and operationalize the Escrow Account, the lender reserves the right to:
	  ○ Increase the Rate of interest applicable on the Loan by 1% per annum, in case the Escrow Account is not opened within 90 days.
	  ○ Increase the Rate of interest applicable on the Loan by a further 1% per annum, in case the Escrow Account is not opened within 180 days.
	  ○ Recall the Loan if the Escrow Account is not opened within 210 days.

Security for Facility	• Exclusive first charge by way of registered mortgage of unsold units in The Project • Exclusive first charge on entire land pertaining to The Project • Exclusive charge by way of hypothecation of scheduled receivables and receivables from unsold units of the project and all insurance proceeds, both present and future cash flows of The Project • Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms). • Security cover to be maintained during tenure of loan is 1.75x. • The receivables will be monitored and controlled through an escrow arrangement. • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence.
Pre-disbursement conditions	The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent: • Project to be RERA registered as per the prevailing byelaws • Borrower shall execute the financing/loan documents as per BHFL requirements • Satisfactory completion of all diligences • Undertaking from the Borrower stating clearly sold and unsold units in the Project. • Company certified cash flow statement for the entire tenure of the facilities. • CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project. • Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. • Execution of Registered Mortgage of Project Land and unsold units of Project in favour of BHFL. • Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower. • NACH Form and Security cheques as per BHFL norm to be provided • **Loan Closure letter from Union Bank of India for the loan amount of Rs 10 Cr sanctioned in Shreedhar Sparsh**
Conditions to be satisfied within 30 days from first disbursement	• The Borrower is required to insure the Project against standard risks for an amount not less than the outstanding principal during the live tenure of the facilities and hypothecate the same in favour of BHFL. The copy of insurance policy with assignment in favour of BHFL would be made available immediately as & when done.

D.J. Patel

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Event of default	The following events will, inclusive and not restricted, will constitute an event/s of default: • Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days. • Failure to deposit receivables as documented in the loan documents in the designated escrow account. • Non-compliance to the NHB circular No. NHB (ND)/DRS/ POL-No. 30/ 2010 regarding insertion of details that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project • Breach of any representation and warranty by the Borrower and sponsor. • Breach of covenant or undertaking or other obligation. • Any order passed or an application being initiated for winding up/ dissolution / or filing of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time. • Non-compliance of RERA Act, Rules, Circulars, Notifications or any other prevailing rules & regulations • Cessation of business • Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies • Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them. • Any change constitution of applicant and co-applicant entity / entities without written consent from BHFL. • Failure to commence Project construction within 30 days of 1st tranche disbursal or within 30 days of receipt of permission to commence construction, whichever is later • Project construction • Construction of the Project without obtaining all requisite approvals from appropriate authorities • Any of the Financing Agreements becomes unenforceable against the Borrower.
Consequences of default	The following consequences, inclusive and not restricted, can be undertaken by BHFL in case of an event of default: • Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements • Accelerate maturity of the facilities together with all accrued interest and declare all amounts payable by the Borrower in respect of the facilities to be due and payable immediately • Suspend and terminate all undrawn commitments • Revise the rate upward by 400 basis points per month • Revise the escrow sweep percentage • All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facilities agreement shall be payable by the Borrower.
Other covenants	• Borrower needs to submit a monthly MIS/report providing details of sales, collections & cancellations in the Project latest by 10th of the succeeding month. • If any event or circumstances occur which in the sole opinion of BHFL, is likely to and/or adversely affect the ability of the Borrower of Guarantor to perform all or any of its obligations under this Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc. • Right to step in to the Project in case the Borrower has defaulted. • Borrower shall not do any unauthorized construction nor deviate from approved sanction plans. • Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost. • The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project within 30 days or if Borrower collects more than 10% of the agreement value. • Borrower will obtain a specific release letter for every unit sold before the agreement to sell/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter is not obtained. • Borrower will not sell a bulk portion of the units without prior consent from BHFL. • Any sales scheme related to the Project wherein payment of consideration is not linked with construction stage will need prior approval of the Lender. • The Project sale agreements/demand letters to incorporate a condition that the booking money / payments need to be made in favour of the escrow account with the designated bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement as may be required. • In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL.

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Registered Office: Bajaj Auto Limited Complex, Mumbai-Pune Road, Akurdi, Pune 411035
Website: https://www.bajajhousingfinance.in

Tel: +91 20 71878060
Corporate ID No.: U65910PN2008PLC132228

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	• The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities.
	• The holding company should not withdraw the profits earned in the business/capital invested in the business without meeting the instalment/dues/ overdue under this facility. Dividend, if any, should be paid after clearing dues to BHFL.
	• Adherence to the building norms and technical specifications as laid down by National Building Code (NBC).
	• Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities.
	• Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time.
	• BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan.
	• Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigations at all points of time till your total repayment of the entire loan amount together with applicable interest and charges.
	• In the event of a litigation filed during the tenure of the credit facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities.
	• The Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facilities, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further, BHFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the Sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower or without assigning any reasons thereof.
	• Any default or Financial Indebtedness of the Borrower under any other agreement or arrangement or guarantee or security with BFL/BHFL shall also constitute an event of default under this Agreement. The Lender is hereby authorized by the Borrower to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to Lender and/or any or all member (s) of its affiliates.
	• In case of non-adherence/ violation/ non-compliance of any covenants/ conditions, the Lender reserves the right to increase the rate of interest upto 4% per annum on the entire loan outstanding.
	• During the currency of the loan Borrower shall not, without prior approval in writing:
	  ○ Affect any change in the capital structure of the firm/company.
	  ○ Formulate any schemed of amalgamation / reconstitution
	  ○ Undertake guarantee obligations on behalf of any other Borrower / organization.
	  ○ Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL.
	  ○ Permit any transfer of the controlling interest or make any drastic change in the management set up.
	  ○ Divert/utilize funds to other associates/group companies
	  ○ Change the Project plan originally submitted during the application of facilities.
	• The Lender shall have an unqualified right to disclose the name of the Borrower to RBI and/or NHB, stock exchange, auditors, bankers, investors and any Credit information companies as defined at section 2(e) of The Credit Information Companies (Regulation) Act, 2005 ("CIC"). The Borrower gives its consent to the Lender to initiate queries pertaining to the Borrower with any CIC during the tenure of the Loan.
	• BHFL reserves the right to increase rate of interest by 1% in case the Borrower does not support for home loans for 30% of the overall sales of the project through BHFL.

Assignability	BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefits and any other interest created in its favour under any of the agreements or hereunder without prior approval or intimation to the Borrower or to any other bank / lender or financial institution with the same condition agreed with Lender and Borrower.
Audit	• BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds. • BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion.

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Details of unsold units (mortgaged to BHFL)

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Sr. No.	Block Name	Flat no.	Configuration 2/3 BHK	Area of Flat per sq ft (Carpet Area)
1	A+B	A-101	2 BHK	629
2	A+B	A-102	2 BHK	631
3	A+B	A-103	2 BHK	629
4	A+B	A-104	2 BHK	629
5	A+B	A-105	2 BHK	629
6	A+B	A-106	2 BHK	655
7	A+B	A-201	2 BHK	629
8	A+B	A-202	2 BHK	631
9	A+B	A-203	2 BHK	629
10	A+B	A-204	2 BHK	629
11	A+B	A-205	2 BHK	629
12	A+B	A-206	2 BHK	655
13	A+B	A-301	2 BHK	629
14	A+B	A-302	2 BHK	631
15	A+B	A-303	2 BHK	629
16	A+B	A-304	2 BHK	629
17	A+B	A-305	2 BHK	629
18	A+B	A-306	2 BHK	655
19	A+B	A-401	2 BHK	629
20	A+B	A-402	2 BHK	631
21	A+B	A-403	2 BHK	629
22	A+B	A-404	2 BHK	629
23	A+B	A-405	2 BHK	629
24	A+B	A-406	2 BHK	655
25	A+B	A-501	2 BHK	629
26	A+B	A-502	2 BHK	631
27	A+B	A-503	2 BHK	629
28	A+B	A-504	2 BHK	629
29	A+B	A-505	2 BHK	629
30	A+B	A-506	2 BHK	655
31	A+B	A-601	2 BHK	629
32	A+B	A-602	2 BHK	631
33	A+B	A-603	2 BHK	629
34	A+B	A-604	2 BHK	629
35	A+B	A-605	2 BHK	629
36	A+B	A-606	2 BHK	655
37	A+B	A-701	2 BHK	629
38	A+B	A-702	2 BHK	631
39	A+B	A-703	2 BHK	629
40	A+B	A-704	2 BHK	629
41	A+B	A-705	2 BHK	629
42	A+B	A-706	2 BHK	655
43	A+B	A-801	2 BHK	629
44	A+B	A-802	2 BHK	631
45	A+B	A-803	2 BHK	629

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P.R. Kolet
P.G. Padasala
M.V. Gadhiya
D.J. Patel

46	A+B	A-804	2 BHK	629
47	A+B	A-805	2 BHK	629
48	A+B	A-806	2 BHK	655
49	A+B	A-901	2 BHK	629
50	A+B	A-902	2 BHK	631
51	A+B	A-903	2 BHK	629
52	A+B	A-904	2 BHK	629
53	A+B	A-905	2 BHK	629
54	A+B	A-906	2 BHK	655
55	A+B	A-1001	2 BHK	629
56	A+B	A-1002	2 BHK	631
57	A+B	A-1003	2 BHK	629
58	A+B	A-1004	2 BHK	629
59	A+B	A-1005	2 BHK	629
60	A+B	A-1006	2 BHK	655
61	A+B	A-1101	2 BHK	629
62	A+B	A-1102	2 BHK	631
63	A+B	A-1103	2 BHK	629
64	A+B	A-1104	2 BHK	629
65	A+B	A-1105	2 BHK	629
66	A+B	A-1106	2 BHK	655
67	A+B	A-1201	2 BHK	629
68	A+B	A-1202	2 BHK	631
69	A+B	A-1203	2 BHK	629
70	A+B	A-1204	2 BHK	629
71	A+B	A-1205	2 BHK	629
72	A+B	A-1206	2 BHK	655
73	A+B	A-1301	2 BHK	629
74	A+B	A-1302	2 BHK	631
75	A+B	A-1303	2 BHK	629
76	A+B	A-1304	2 BHK	629
77	A+B	A-1305	2 BHK	629
78	A+B	A-1306	2 BHK	655
79	A+B	B-101	2 BHK	629
80	A+B	B-102	2 BHK	629
81	A+B	B-103	2 BHK	629
82	A+B	B-104	2 BHK	629
83	A+B	B-201	2 BHK	629
84	A+B	B-202	2 BHK	629
85	A+B	B-203	2 BHK	629
86	A+B	B-204	2 BHK	629
87	A+B	B-301	2 BHK	629
88	A+B	B-302	2 BHK	629
89	A+B	B-303	2 BHK	629
90	A+B	B-304	2 BHK	629
91	A+B	B-401	2 BHK	629
92	A+B	B-402	2 BHK	629
93	A+B	B-403	2 BHK	629
94	A+B	B-404	2 BHK	629

C. V. Desai

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M.V. Gadhiya

95	A+B	B-501	2 BHK	629
96	A+B	B-502	2 BHK	629
97	A+B	B-503	2 BHK	629
98	A+B	B-504	2 BHK	629
99	A+B	B-601	2 BHK	629
100	A+B	B-602	2 BHK	629
101	A+B	B-603	2 BHK	629
102	A+B	B-604	2 BHK	629
103	A+B	B-701	2 BHK	629
104	A+B	B-702	2 BHK	629
105	A+B	B-703	2 BHK	629
106	A+B	B-704	2 BHK	629
107	A+B	B-801	2 BHK	629
108	A+B	B-802	2 BHK	629
109	A+B	B-803	2 BHK	629
110	A+B	B-804	2 BHK	629
111	A+B	B-901	2 BHK	629
112	A+B	B-902	2 BHK	629
113	A+B	B-903	2 BHK	629
114	A+B	B-904	2 BHK	629
115	A+B	B-1001	2 BHK	629
116	A+B	B-1002	2 BHK	629
117	A+B	B-1003	2 BHK	629
118	A+B	B-1004	2 BHK	629
119	A+B	B-1101	2 BHK	629
120	A+B	B-1102	2 BHK	629
121	A+B	B-1103	2 BHK	629
122	A+B	B-1104	2 BHK	629
123	A+B	B-1201	2 BHK	629
124	A+B	B-1202	2 BHK	629
125	A+B	B-1203	2 BHK	629
126	A+B	B-1204	2 BHK	629
127	A+B	B-1301	2 BHK	629
128	A+B	B-1302	2 BHK	629
129	A+B	B-1303	2 BHK	629
130	A+B	B-1304	2 BHK	629
131	C+D+E	C-101	2 BHK	687
132	C+D+E	C-102	2 BHK	693
133	C+D+E	C-103	2 BHK	693
134	C+D+E	C-104	2 BHK	693
135	C+D+E	C-201	2 BHK	687
136	C+D+E	C-202	2 BHK	693
137	C+D+E	C-203	2 BHK	693
138	C+D+E	C-204	2 BHK	693
139	C+D+E	C-301	2 BHK	687
140	C+D+E	C-302	2 BHK	693
141	C+D+E	C-303	2 BHK	693
142	C+D+E	C-304	2 BHK	693
143	C+D+E	C-401	2 BHK	687

P.R. Koket

M.V. Gadhiya

144	C+D+E	C-402	2 BHK	693
145	C+D+E	C-403	2 BHK	693
146	C+D+E	C-404	2 BHK	693
147	C+D+E	C-501	2 BHK	687
148	C+D+E	C-502	2 BHK	693
149	C+D+E	C-503	2 BHK	693
150	C+D+E	C-504	2 BHK	693
151	C+D+E	C-601	2 BHK	687
152	C+D+E	C-602	2 BHK	693
153	C+D+E	C-603	2 BHK	693
154	C+D+E	C-604	2 BHK	693
155	C+D+E	C-701	2 BHK	687
156	C+D+E	C-702	2 BHK	693
157	C+D+E	C-703	2 BHK	693
158	C+D+E	C-704	2 BHK	693
159	C+D+E	C-801	2 BHK	687
160	C+D+E	C-802	2 BHK	693
161	C+D+E	C-803	2 BHK	693
162	C+D+E	C-804	2 BHK	693
163	C+D+E	C-901	2 BHK	687
164	C+D+E	C-902	2 BHK	693
165	C+D+E	C-903	2 BHK	693
166	C+D+E	C-904	2 BHK	693
167	C+D+E	C-1001	2 BHK	687
168	C+D+E	C-1002	2 BHK	693
169	C+D+E	C-1003	2 BHK	693
170	C+D+E	C-1004	2 BHK	693
171	C+D+E	C-1101	2 BHK	687
172	C+D+E	C-1102	2 BHK	693
173	C+D+E	C-1103	2 BHK	693
174	C+D+E	C-1104	2 BHK	693
175	C+D+E	C-1201	2 BHK	687
176	C+D+E	C-1202	2 BHK	693
177	C+D+E	C-1203	2 BHK	693
178	C+D+E	C-1204	2 BHK	693
179	C+D+E	C-1301	2 BHK	687
180	C+D+E	C-1302	2 BHK	693
181	C+D+E	C-1303	2 BHK	693
182	C+D+E	C-1304	2 BHK	693
183	C+D+E	D-101	2 BHK	687
184	C+D+E	D-102	2 BHK	693
185	C+D+E	D-103	2 BHK	693
186	C+D+E	D-104	2 BHK	687
187	C+D+E	D-201	2 BHK	687
188	C+D+E	D-202	2 BHK	693
189	C+D+E	D-203	2 BHK	693
190	C+D+E	D-204	2 BHK	687
191	C+D+E	D-301	2 BHK	687
192	C+D+E	D-302	2 BHK	693

P.R. Kokate

C. V. Dejai

P. M. Pedaskar

D. J. Palvei

M. V. Gadhiya

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193	C+D+E	D-303	2 BHK	693
194	C+D+E	D-304	2 BHK	687
195	C+D+E	D-401	2 BHK	687
196	C+D+E	D-402	2 BHK	693
197	C+D+E	D-403	2 BHK	693
198	C+D+E	D-404	2 BHK	687
199	C+D+E	D-501	2 BHK	687
200	C+D+E	D-502	2 BHK	693
201	C+D+E	D-503	2 BHK	693
202	C+D+E	D-504	2 BHK	687
203	C+D+E	D-601	2 BHK	687
204	C+D+E	D-602	2 BHK	693
205	C+D+E	D-603	2 BHK	693
206	C+D+E	D-604	2 BHK	687
207	C+D+E	D-701	2 BHK	687
208	C+D+E	D-702	2 BHK	693
209	C+D+E	D-703	2 BHK	693
210	C+D+E	D-704	2 BHK	687
211	C+D+E	D-801	2 BHK	687
212	C+D+E	D-802	2 BHK	693
213	C+D+E	D-803	2 BHK	693
214	C+D+E	D-804	2 BHK	687
215	C+D+E	D-901	2 BHK	687
216	C+D+E	D-902	2 BHK	693
217	C+D+E	D-903	2 BHK	693
218	C+D+E	D-904	2 BHK	687
219	C+D+E	D-1001	2 BHK	687
220	C+D+E	D-1002	2 BHK	693
221	C+D+E	D-1003	2 BHK	693
222	C+D+E	D-1004	2 BHK	687
223	C+D+E	D-1101	2 BHK	687
224	C+D+E	D-1102	2 BHK	693
225	C+D+E	D-1103	2 BHK	693
226	C+D+E	D-1104	2 BHK	687
227	C+D+E	D-1201	2 BHK	687
228	C+D+E	D-1202	2 BHK	693
229	C+D+E	D-1203	2 BHK	693
230	C+D+E	D-1204	2 BHK	687
231	C+D+E	D-1301	2 BHK	687
232	C+D+E	D-1302	2 BHK	693
233	C+D+E	D-1303	2 BHK	693
234	C+D+E	D-1304	2 BHK	687
235	C+D+E	E-101	2 BHK	693
236	C+D+E	E-102	2 BHK	693
237	C+D+E	E-103	2 BHK	693
238	C+D+E	E-104	2 BHK	687
239	C+D+E	E-201	2 BHK	693
240	C+D+E	E-202	2 BHK	693
241	C+D+E	E-203	2 BHK	693

C.V. Desai

M.V. Gadhiya

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242	C+D+E	E-204	2 BHK	687
243	C+D+E	E-301	2 BHK	693
244	C+D+E	E-302	2 BHK	693
245	C+D+E	E-303	2 BHK	693
246	C+D+E	E-304	2 BHK	687
247	C+D+E	E-401	2 BHK	693
248	C+D+E	E-402	2 BHK	693
249	C+D+E	E-403	2 BHK	693
250	C+D+E	E-404	2 BHK	687
251	C+D+E	E-501	2 BHK	693
252	C+D+E	E-502	2 BHK	693
253	C+D+E	E-503	2 BHK	693
254	C+D+E	E-504	2 BHK	687
255	C+D+E	E-601	2 BHK	693
256	C+D+E	E-602	2 BHK	693
257	C+D+E	E-603	2 BHK	693
258	C+D+E	E-604	2 BHK	687
259	C+D+E	E-701	2 BHK	693
260	C+D+E	E-702	2 BHK	693
261	C+D+E	E-703	2 BHK	693
262	C+D+E	E-704	2 BHK	687
263	C+D+E	E-801	2 BHK	693
264	C+D+E	E-802	2 BHK	693
265	C+D+E	E-803	2 BHK	693
266	C+D+E	E-804	2 BHK	687
267	C+D+E	E-901	2 BHK	693
268	C+D+E	E-902	2 BHK	693
269	C+D+E	E-903	2 BHK	693
270	C+D+E	E-904	2 BHK	687
271	C+D+E	E-1001	2 BHK	693
272	C+D+E	E-1002	2 BHK	693
273	C+D+E	E-1003	2 BHK	693
274	C+D+E	E-1004	2 BHK	687
275	C+D+E	E-1101	2 BHK	693
276	C+D+E	E-1102	2 BHK	693
277	C+D+E	E-1103	2 BHK	693
278	C+D+E	E-1104	2 BHK	687
279	C+D+E	E-1201	2 BHK	693
280	C+D+E	E-1202	2 BHK	693
281	C+D+E	E-1203	2 BHK	693
282	C+D+E	E-1204	2 BHK	687
283	C+D+E	E-1301	2 BHK	693
284	C+D+E	E-1302	2 BHK	693
285	C+D+E	E-1303	2 BHK	693
286	C+D+E	E-1304	2 BHK	687
Total				190016

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