Bhadra Dhimant Joshi
B. Pharm LL.B. ADVOCATE

ENCUMBRANCE CERTIFICATE

I have inspected the index record as available in the office of Sub-Registrar Surat City-1 (Athwa) Relating to land as mentioned below :

PROJECT KNOWN AS "SHIV SIDDHI" SITUATED AT LAND BEARING REVENUE SURVEY NO : 587, BLOCK NO : 499, T. P. SCHEME NO : 16(PAL), FINAL PLOT NO : 15 PAIKI AS PER SANCTIONED PLAN SUB-DIVISION PLOT NO : 2 (EASTERN SIDE), TOTAL ADMEASURING ABOUT 2016.97 SQUARE METERS OF VILLAGE : PAL, TALUKA : ADAJAN (SURAT CITY), DISTRICT : SURAT.

DIGJA INFRASTRUCTURE LLP, A LIMITED LIABILITY PARTNERSHIP FIRM is the owner of the project known as **"SHIV SIDDHI"** situated at land bearing Revenue Survey No : 587, Block No : 499, T. P. Scheme No : 16(Pal), Final Plot No : 15 paiki as per sanctioned plan Sub-Division Plot No : 2 (Eastern side), total admeasuring about **2016.97 SQUARE METERS** of Village : Pal, Taluka : Adajan (Surat city), District : Surat. After making necessary search on the basis of the documents furnished before me and on certain inspection, I reached the following conclusion that the above said property till date stands in the name of **DIGJA INFRASTRUCTURE LLP, A LIMITED LIABILITY PARTNERSHIP FIRM** and the owners of the said land created charge of **AU SMALL FINANCE BANK LIMITED** and the said property is free from all sorts of encumbrances such as sale, gift, mortgage etc. except charge of **AU SMALL FINANCE BANK LIMITED.** Thus **DIGJA INFRASTRUCTURE LLP, A LIMITED LIABILITY PARTNERSHIP FIRM** has a clear and better marketable title of the above said property except charge of **AU SMALL FINANCE BANK LIMITED** for Rs.12,00,00,000/-.

DATE:- 22.02.2021

BHADRA DHIMANT JOSHI
ADVOCATE

BHADRA DHIMANT JOSHI
JB
ADVOCATE

ENCL.:--
SEARCH RECEIPT NO : 8625 DATED:- 22.02.2021
ALONG WITH ENCUMBRANCE CERTIFICATE ISSUED BY SUB-REGISTRAR SURAT CITY-1 (ATHWA)

SANAD NO : G/818/1987
DATE:- 14.12.1987

Office : 201-202, Babubhai Chambers, Athwagate Crossing, Surat.
Mo. : 9375526264 E-mail : bhadra_adv@yahoo.co.in

અરજી પહોંચ

મિલ્કત નું વર્ણન : સર્વે નં 587

Search in : PAL /PAL

પહોંચ નંબર	૨૦૨૧૦૧૮૦૧૩૦૬૦	અરજી નંબર	૮૬૨૫	અરજી વર્ષ	૨૦૨૧
તારીખ	૨૨	માહે	ફેબ્રુઆરી	સને	૨૦૨૧

રજુ કરનારનું નામ બી ડી જોષી

નીચે પ્રમાણે ફી પહોંચી રૂ. પૈસા

THE SEAL OF THE SUB REGISTRAR સબ રજીસ્ટ્રાર સુરત સીટી-૧ (અઠવા) નો સિક્કો (ATHWA)

રજીસ્ટ્રેશન ફી........	
નકલ કરવા ની ફી સાઈડ / ફોલીયો........	
શેરોની નકલ કરવા માટે ફી........	
ટપાલ ખર્ચ........	
નકલો અથવા યાદીઓ (કલમ ૬૪ થી ૬૭)........	
શોધ અગર તપાસણી............Year: 2020 2021	૧૩૦.૦૦
દંડ કલમ-૨૫........	
કલમ-૩૪ (કલમ-૫૭)........	
નકલ ફી ફોલીયો........	
ઈન્ડેક્ષ-૨ ફી	

કુલ એકંદરે રૂ.	૧૩૦.૦૦

અંકે રૂપીયા એક સો ત્રીસ પુરા

દસ્તાવેજ ---------- ના દિવસે તૈયાર થશે અને તે રજીસ્ટર ટપાલથી મોકલવામાં ---------------- આવશે.

કચેરીમાં આપવામાં

નકલ

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

B. B. Makwana
સબ રજીસ્ટ્રાર
સુરત - 1 City

અંકે રૂ. : 130.00

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સબ રજીસ્ટ્રાર, સુરત - 1 City

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2020

2021

સુપ્રિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઈન્સપેક્ટર જનરલ ઓફ રજીસ્ટ્રેશન (મહેસુલ વિભાગ - ગુજરાત રાજ્ય)

મિલ્કત પરના બોજા અંગેનું પત્રક

Search in : બી ડી જોષી અરજી નંબર : 8625 ગામ નુ નામ : PAL

મિલ્કતનું વર્ણન : સર્વે નં 587

દસ્તાવેજની આ શોધ Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura મા -2 વર્ષના ઇન્ડેક્ષ -2 ની ઉપલબ્ધ માહિતી અને રેકોર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ શોધનો ઉપયોગ મિલ્કત પરના બોજા અંગેનુ પુરતોજ મર્યાદીત આ શોધમા તા________________ સસુંધીના નોંધણી થયેલ દસ્તાવેજોનો સમાવેશ થયેલ છે.

નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્સાઇ અથવા ખરાપણા વિશે બાંયધરી આપતા નથી અને એમાની કોઇપણ માહિતી સબંધમા નુક્શાની માટેના કોઇપણ હકદાવા માટે તે જવાબદાર રહેશે નહિ

દસ્તાવેજનો પ્રકાર અને અવેજ (ભાડા પટાના કિસ્સામાં આકાર પટે આપનાર અથવા પટે રાખનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	ક્ષેત્રફળ	આકાર અથવા જુડી આપવામાં આવે ત્યારે તે.	દસ્તાવેજ કરી આપનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	દસ્તાવેજ કરી લેનાર પક્ષકારનું નામ અથવા દિવાની કોર્ટના હુકમનામા અથવા આદેશના સંબંધમાં વાદીનું નામ	સહીની તારીખ નોંધણીની તારીખ	દસ્તાવેજ નંબર	શેરો
મોર્ગેજ રૂ.120000000.00	Revenue survey No: 587, Block No: 499, T. P. Scheme No: 16 (Pal), Final Plot No: 15 Paiki Sub-Division No: 2 Paiki i.e. eastern side land admeasuring about 2016.97 Square unsold details Sr. No. Block Flat Built up Area Floor 1 A 101 1732.85 1st Floor 2 A 102 1732.85 1st Floor 3 A 201 1732.85 2nd Floor 4 A 202 1732.85 2nd Floor 5 A 301 1732.85 3rd Floor 6 A 302 1732.85 3rd Floor 7 A 401 1732.85 4th Floor 8 A 402 1732.85 4th Floor 9 A 501 1732.85 5th Floor 10 A 502 1732.85 5th Floor 11 A 601 1732.85 6th Floor 12 A 602 1732.85 6th Floor 13 A 701 1732.85 7th Floor 14 A 702 1732.85 7th Floor			DIGJA INFRASTRUCTURE LLP ભાગીદારી પેઢી ના અધિકૃત વ્યકિત નિતીનભાઇ કાળુભાઇ દેસાઇ નંબર -2 ભાવેશભાઇ લાલજીભાઇ પાનસુરીયા	AU SMALL FINANCE BANK LTD	03-02-2021 03-02-2021	2351	

THE SEAL OF THE SUB REGISTRAR SURAT CITY-1 (ATHWA)

પ્રિન્ટ તારીખ : 22/02/2021

Search in : બી ડી જોષી અરજી નંબર : 8625 ગામ નું નામ : PAL

મિલ્કતનું વર્ણન : સર્વે નં 587

દસ્તાવેજની આ શોધ Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura મા -2 વર્ષના ઇન્ડેક્ષ -2 ની ઉપલબ્ધ માહિતી અને રેકોર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ શોધનો ઉપયોગ મિલ્કત પરના બોજા અંગેનુ પુરતોજ મર્યાદીત આ શોધમા તા________________ સસુંધીના નોંધણી થયેલ દસ્તાવેજોનો સમાવેશ થયેલ છે.

નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્સાઇ અથવા ખરાપણા વિશે બાંયધરી આપતા નથી અને એમાની કોઇપણ માહિતી સબંધમા નુકશાની માટેના કોઇપણ હકદાવા માટે તે જવાબદાર રહેશે નહિ

	15 A 801 1732.85 8th Floor 16 A 802 1732.85 8th Floor 17 A 901 1732.85 9th Floor 18 A 902 1732.85 9th Floor 19 A 1001 1732.85 10th Floor 20 A 1002 1732.85 10th Floor 21 A 1101 1732.85 11th Floor 22 A 1102 1732.85 11th Floor 23 A 1201 1732.85 12th Floor 24 A 1202 1732.85 12th Floor 25 A 1301 1732.85 13th Floor 26 A 1302 1732.85 13th Floor 27 A 1401 1732.85 14th Floor 28 A 1402 1732.85 14th Floor 29 B 101 1732.85 1st Floor 30 B 102 1732.85 1st Floor 31 B 201 1732.85 2nd Floor 32 B 202 1732.85 2nd Floor 33 B 301 1732.85 3rd Floor 34 B 302 1732.85 3rd Floor 35 B 401 1732.85 4th Floor 36 B 402 1732.85 4th Floor 37 B 501 1732.85 5th Floor 38 B 502 1732.85 5th Floor 39 B 601 1732.85 6th Floor 40 B 602 1732.85 6th Floor 41 B 701 1732.85 7th Floor 42 B 702 1732.85 7th Floor 43 B 801 1732.85 8th Floor 44 B 802 1732.85 8th Floor					

સુપ્રિટેન્ડેન્ટ ઓફ સ્ટેમ્પસ અને ઈન્સપેક્ટર જનરલ ઓફ રજીસ્ટ્રેશન (મહેસુલ વિભાગ - ગુજરાત રાજ્ય)

મિલ્કત પરના બોજા અંગેનું પત્રક

Search in : બી ડી જોષી અરજી નંબર : 8625 ગામ નું નામ : PAL

મિલ્કતનું વર્ણન : સર્વે નં 587

દસ્તાવેજની આ શોધ Sub-Registrar Office(SRO) SURAT-1 (Athawa), A/6, Bahumali, Nanpura મા -2 વર્ષના ઇન્ડેક્ષ -2 ની ઉપલબ્ધ માહિતી અને રેકોર્ડ ઉપર થી તૈયાર કરવામા આવી છે. આ શોધનો ઉપયોગ મિલ્કત પરના બોજા અંગેનુ પુરતોજ મર્યાદીત આ શોધમા તા________________ સસુંધીના નોંધણી થયેલ દસ્તાવેજોનો સમાવેશ થયેલ છે.
નોંધ :- સરકાર અથવા આ પ્રમાણપત્ર આપનાર સબરજીસ્ટ્રાર કચેરી આ પ્રમાણપત્રની વિગતોની ચોક્સાઇ અથવા ખરાપણા વિશે બાંયધરી આપતા નથી અને એમાની કોઇપણ માહિતી સબંધમા નુકશાની માટેના કોઇપણ હકદાવા માટે તે જવાબદાર રહેશે નહિ

	45 B 901 1732.85 9th Floor 46 B 902 1732.85 9th Floor 47 B 1001 1732.85 10th Floor 48 B 1002 1732.85 10th Floor 49 B 1101 1732.85 11th Floor 50 B 1102 1732.85 11th Floor 51 B 1201 1732.85 12th Floor 52 B 1202 1732.85 12th Floor 53 B 1301 1732.85 13th Floor 54 B 1302 1732.85 13th Floor 55 B 1401 1732.85 14th Floor 56 B 1402 1732.85 14th Floor					

સબ-રજીસ્ટ્રાર
Sub-Registrar Office(SRO) SURAT-1
(Athawa), A/6, Bahumali, Nanpura

THE SEAL OF THE SUB REGISTRAR
સબ રજીસ્ટ્રાર સુરત શીટી-૧
SURAT CITY-1 (ATHWA)

AU SMALL FINANCE BANK

Ref No. : SME_151220165752
Date : 16/11/2021

To,
M/s Digja Infrastructure LLP,
96, Shantivan Society-2 (Dharnath Co-Op. Housing Society),
Sarthana Jakat Naka,
Sarthana, Surat-395006

Subject: Sanction of Term Loan (Overdraft Facility during Interest Payment period) of Rs.12,00,00,000/-

Dear Sir/Madam,

With reference to above cited subject & your application for sanction of the loan and the subsequent discussions, we are pleased to communicate the sanction of an amount of **Rs.12,00,00,000/- (Rupees Twelve Crores only)** subject to the following terms and conditions mentioned below:

S. No.	Particulars	Description
1	Borrower / Applicant	**M/s Digja Infrastructure LLP**; PAN No: AAKFD9337P, a Partnership firm, having its registered office at 96, Shantivan Society-2 (Dharnath Co-Op. Housing Society), Sarthana Jakat Naka, Sarthana, Surat-395006.
2	Co-Borrower / Co-Applicant	• **Mrs. Ashaben Nitinbhai Desai;** PAN: AYLPD3657R, residing at 96, Shantivan Society-2(Dharnath Co-Op. Housing Society), Sarthana Jakat Naka, Sarthana, Surat-395006. • **Mr. Nitinbhai Kalubhai Desai;** PAN: AJGPD4814L, residing at 96, Shantivan Society-2(Dharnath Co-Op. Housing Society), Sarthana Jakat Naka, Sarthana, Surat-395006. • **Mrs. Kailashben Bhaveshbhai Pansuriya;** PAN: BABPP0404R, residing at A-101, Pallvi Apartment, C K Park ni Bajuma, A.K. Road, Surat. • **Mr. Bhaveshbhai Laljibhai Pansuriya;** PAN: AMUPP7809G, residing at A-101, Pallvi Apartment, C K Park ni Bajuma, A.K. Road, Surat.
3	Lender	**AU Small Finance Bank Limited**, having its registered office at 19-A, Dhuleshwar Garden, Ajmer Road, Jaipur - 302001 and branch office at 3rd floor, Nucleus Mall, Sadhu Vaswani Road, Agarkar Nagar, Pune, Maharashtra - 411001
4	Mortgagor	**M/s Digja Infrastructure LLP**; PAN No: AAKFD9337P, a Partnership firm, having its registered office at 96, Shantivan Society-2 (Dharnath Co-Op. Housing Society), Sarthana Jakat Naka, Sarthana, Surat-395006.
5	Facility / Loan and Amount	Term Loan (Overdraft Facility during Interest Payment Period) of Rs.12 Crs
6	Project	Residential Project "Shiv Siddhi" situated at Shiv Siddhi, Near Galaxy Enclave, Green City Road, R.S.No. 587, Block No. 499, T.P.S. No. 16 (Pal), F.P. No. 15, Sub

For Digja Infrastructure LLP

N.K. Desai

Authorized / Partner

N.K. Desai

Bhavesh L Pansuriya

A. N. Desai

કૈલાશ. બી. પાનસુરીયા

		Divisional Plot No. 2, Village: Pal, Sub. Dist.: Surat City (Adajan), Dist.: Surat-395009.
7	Purpose of the Facility	The total amount of the Facility shall be utilized for the following purposes: • Towards payment of vendors/creditors/contractors for expenses related to the Project • Upfront release for advance mobilization towards further construction activity • Towards completion of balance construction of the Project • The Lender reserves the right to modify the inter-se usage of the Facility amount.
8	Rate of Interest	14.00% p.a. (fixed) to be paid on monthly basis
9	Processing Fees (Upfront)	• 1.00% of the Facility amount plus applicable taxes; and • Reimbursement of actual charges/cost incurred by the Lender during credit assessment of the proposal
10	Key Man Insurance	All Co-Borrowers shall provide for the insurance, being marked in favour of the Lender as sole beneficiary of the policy, of Rs. 1,00,000/- towards annual premium (Gross) through an account payee cheque issued in favour of Future Generali (India) Insurance Company Limited.
11	Door to door Tenor	Total tenor of 60 months including 30 months of Interest Payment Period *(hereinafter being referred as "IPP")* starting from the date of 1st disbursement and post expiry of the said IPP, outstanding amount / total drawdown amount under the Facility to be repaid in 30 equated monthly Principal Instalments and Interest to be paid as and when due. However, the Principal / Drawdown amount under the Facility shall be reduced during the entire tenor of the Facility as per clause 20 specified hereinafter. The Date of Commercial Commencement of Operations *(hereinafter being referred as "DCCO")* shall be 31.12.2024
12	Minimum Selling Price ("**MSP**")	The Borrower shall ensure to sell units in the Project at rate not less than the Minimum Selling Price of Rs.4575/- per sq.fts. on carpet area. In event, any unit/flat is sold below MSP, the Borrower shall prepay the Facility as per Escrow mechanism for the differential amount computed considering the MSP and the rate at which the unit is sold.
13	Security	The Facility shall be secured by: a) First and Exclusive Charge by way of Registered Mortgage over entire Land of the Project along with present and future construction including all the Development rights, title, interest and benefit in all and singular, the beneficial right, title and interest of the Borrower, including units sold having balance realization & units unsold pertaining to the Project *(As per **Annexure A**)*; Charge by way of hypothecation of the entire receivables of the Project *(both present and future)* including moveable & current assets and all rights, interest, titles, benefits, TDRs *(if any)*, Insurance Claims *(if any)* and any

For Digja Infrastructure LLP

N.K. Desai

Authorized / Partner

N.K. Desai

Bharat C Ponsuria

A. N. Desai

કૈલાશબેન બી. પાનસુરિયા

AU SMALL FINANCE BANK

		amount received under the Project of whatsoever nature it may be, in favor of the Lender; b) Charge on the Escrow account of the Project, into which all receivables and proceeds from Project sale are deposited, including any interest accruing on the amounts so deposited and any accretions thereupon ***("Escrow Account")*** in favor of the Lender; c) Demand Promissory Note of Rs.12 Crs; d) 2 (Two) Security Post Dated Cheque ***("SPDC")*** of Facility amount from Borrower and Co-Borrowers each; and Any other security as may be decided by the Lender for time to time.
14	Minimum Security Cover	Minimum security cover of 2.46 times of the principal outstanding amount including proposed disbursement, if any, ***("Minimum Security Cover Ratio")*** shall be maintained throughout the tenor of the Facility.
15	Minimum Receivable cover	Minimum receivable cover of 2.09 times of the principal outstanding amount including proposed disbursement, if any, ***("Minimum receivable Cover Ratio")*** shall be maintained throughout the tenor of the Facility.
16	Prepayment Interest	Prepayment interest of 3% on outstanding principal amount will be charged in the event the Borrower prepays the Facility, partial or full, by availing finance from other Bank's / financial institutions and no prepayment interest will be charged if customer repay the Facility amount from own sources or thru payment of home loans received in designated escrow accounts.
17	Default Interest	If Interest and/or principal instalments due are defaulted / delayed, total interest @ 36% *(Thirty-Six)* p.a., for defaulted/delayed period on the interest/Instalments due *(calculated from due date till date of payment)* will become payable.
18	Disbursement Schedule	The Facility amount shall be disbursed for completion of balance construction of the Project and to meet cost / expenses ancillary for the Facility as per below schedule:

Stage	Block A	Block B	Total
Up front disbursement	60	60	120
Upper Basement	60	60	120
After Roof Casting of Ground floor	30	30	60
After Roof Casting of First floor	30	30	60
After Roof Casting of Second floor	30	30	60
After Roof Casting of Third floor	30	30	60
After Roof Casting of Fourth floor	30	30	60
After Roof Casting of Fifth floor	30	30	60
After Roof Casting of Sixth floor	25	25	50
After Roof Casting of Seventh floor	25	25	50
After Roof Casting of Eighth floor	25	25	50
After Roof Casting of Ninth floor	25	25	50
After Roof Casting of Tenth floor	25	25	50
After Roof Casting of Eleventh floor	25	25	50

For Digja Infrastructure LLP

N.K.Dadi

Authorized / Partner

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		After Roof Casting of Twelfth floor	25	25	50
		After Roof Casting of Thirteen floor	25	25	50
		After Roof Casting of Fourteen floor	25	25	50
		After completion of Internal Plaster	25	25	50
		After completion of External Plaster	25	25	50
		After completion of Flooring and Finishing work	25	25	50
		TOTAL	600	600	1200

19	RERA Accounts	The Borrower shall open a separate **Collection Account** for the Project for crediting of all receivables *(from already sold and unsold area)* including any interest accruing on the amounts so deposited and a special designated account being referred as "**RERA Account**" for the Project with the Lender. At the end of each day, 30% of the amounts credited into the Collection Account of the Project will be transferred to the Escrow Account of the Project and 70% of the amounts will be transferred to the RERA Account of the Project. Any withdrawal from the RERA Account of the Project, subject to the compliance of the provisions of The Real Estate (Regulation and Development) Act, 2016 (to be referred as RERA), will be credited to the Escrow Account of the Project.
20	Escrow Accounts	The Borrower shall open **Escrow Account** for the Project for crediting all future receivables *(from already sold and unsold area)* including any interest accruing on the amounts so deposited and any accretions thereupon. The proceeds credited into the said Escrow Account will be shared between the Lender and Borrower as below mentioned mechanism **Incremental Collections (Rs in Crs)** — **Capitalisation Share %** 0-10 Crs — 40% >10 Crs — 60% The Lender's share (capitalisation share) from the Escrow Account will be apportioned towards principal outstanding under the Facility. In case of booking of any unit(s) being cancelled, the Lender shall not refund/adjust the receivables from unit(s) received in Collection Account, to the Borrower/Customers, as the same has been already appropriated towards the principal outstanding as per above escrow mechanism. Further, the Lender reserves the rights to reassess/modify terms of Escrow mechanism and other related stipulations basis updated booking MIS submitted by the Borrower prior to the first disbursement under the Facility.
21	Facility Documentation	The Borrower shall execute all the Facility Documents as per the satisfaction of the Lender: • Loan Agreement; • Indenture of Mortgage ("IOM"); • Demand Promissory Note ("DPN") and Letter of continuity of DPN; • Escrow Agreement; and • Email Indemnity by the Borrower; • CA Certified Net Worth statement of all the Co-Borrowers;

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		• CA Certified statement confirming Cost of Project incurred till date & Means of Finance of the Project brought in till date; • Management certified Cashflow Statement and Cost of Project and Means of Finance of the Project; • 5 (five) Repayment Post Dated Cheque ("***RPDC***") in favor of the Lender from Borrower; • Certified true copy of the extract of the authority letter executed by the Borrower/Co-Borrowers authorizing their directors/any other person on behalf of the Borrower/Co-Borrowers for acceptance of the Facility and execution of the Facility Documents; and • Certified true copies of Project approvals including Construction / Building Plans, Project NOCs and Construction Permission Letter, if any.
22	Pre-Disbursement Conditions	The 1st Disbursement under the Facility shall be subject to the compliance of the below specified conditions: • Satisfactory Valuation / Technical Report by Empaneled Valuer of the Lender; • Clear Title Search Report by empaneled Lawyer of the Lender; • Satisfactory CIBIL report in respect of Borrower/Co-Borrowers; • Payment of upfront processing fees & all other applicable charges; • Signing of all the facility documents as per above, to the satisfaction of Lender; • Satisfactory Vetting Report / Confirmation on Facility Documents executed between the Borrower / Co-Borrower& Lender by empaneled lawyer of the Lender; • Creation & Perfection of mortgage / charge on the Collateral and shall deposit all title documents of the Collateral in original, along with chain documents, at the time of creation of the mortgage / charge in favor of the Lender; • Opening Overdraft, Current, Collection, RERA and Escrow Accounts, of the Project as per clause stated hereinabove; • Certified true copy or Index II of all the sold and registered agreement of units as per Annexure A • Satisfactory compliance of all pre-disbursement conditions as may be incorporated in the Loan Agreement / Sanction letter; and • RERA Registration Certificate • Any other document as may be required by the Lender for facilitation of the 1st disbursement • Latest updated booking MIS of the project to the satisfaction of the Lender .
23	Post Disbursement Conditions to be complied within 30 days from the	The Borrower shall comply with the following conditions: • Creation of ROC charge in favour of the Lender • Closure of all existing RERA / Collection accounts of the Project; • Updation of encumbrance details referring Lender details with RERA Authority;

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Authorized/ Partner

K.K.Desai

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	date of disbursement	• The Borrower shall initiate to all its customers / home loan lenders in the Project that Borrower has taken a loan on the Project from AU Small Finance Bank Limited and all consideration should be transferred into the designated Collection Account being opened with the Lender; • Borrower need to put a clause in its Sale Agreement with its customer that Borrower has taken a loan on the project from AU Small Finance Bank Limited and all consideration should be transferred into the designated Collection Account being opened with the Lender and a certified true of the said revised sale agreement to be submitted to the Lender; • The Borrower shall install a signage at the Project site stating that "The Project is financed by AU Small Finance Bank Limited". Any disbursement beyond 1st Disbursement shall be made post compliance of all the conditions stated hereinabove and non-compliance any of the above conditions shall attract penal interest @ 1% per month or part thereof, on the principal outstanding till all the above stated compliances are adhered to.
24	Other Conditions / Post Disbursement Conditions	• The Borrower shall seek prior written confirmation from the Lender prior of making any change in the constitution of the Borrower entity; • NOC of the Lender shall be obtained before raising any additional debt in the Borrower and/or additional debt relating to the Project; • The Borrower shall apply for NOC from the Lender within 7 days of agreement of any unit/area in the Project; • End use certificate for the loan to be submitted with the Lender within 30 days of the disbursement or prior to any subsequent disbursement whichever is earlier; • Management certified booking MIS in the format as may be provided by the Lender to be submitted on Quarterly basis to the Lender within 7 days from the end of the previous Quarter. In event of booking MIS of the previous Quarter(s) is not received within stipulated timeframe, the Lender reserves the right to withheld subsequent disbursement and NOC issuance; • The Borrower shall submit a certified true copy of all certificate / communications submitted/made to/with the RERA Authority within 7 days of the date of such submission; • The Borrower will submit to the Lender, provisional financial statement within 3 months and annual audited financial statement no later than 8 months from the end of each fiscal year; • The Borrower will submit written declaration of material legal proceedings/inquiries/investigations by the statutory authorities; • The Lender reserves the right to appoint lender's independent legal counsel for validating legal chain of the property/properties; lender independent engineer for technical verification of the project and lender's independent auditor for validating books of accounts/financial statements of the Borrower;

For Digja Infrastructure LLP

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Bhavesh L Pansuriya

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		• All relevant approvals as may be required at the current stage of development of the Projects, at the time of subsequent disbursements, shall be validated prior to the said subsequent disbursement; and • The Lender reserves the right to appoint Project Management Consultants ***("PMC")*** in event of default.
25	Event of Default	Following shall constitute an event of default: • Failure to service debt or any other amount under the facility agreement when due; • Failure to comply with any security covenant/financial covenant; • Any change in shareholding structure of the Borrower without written consent of the Lender; • Failure to comply with government regulations; • Default/rescheduling/restructuring of any credit facility by any other lender to the borrower/borrower group; • Compulsory acquisition, nationalization or expropriation of a substantial part of the assets of the Borrower; • Cancellation of approval by any developing authority or material delay in receiving the approval which can substantially delay or discard the project; and • Any other event of default as may be specified in the Transaction Documents In the above circumstances of default, the Lender shall be entitled to rights, including but not limited to: • To recall the Facility; • To demand immediate payment of the default amount out of his own sources; • To nominate a director on the board of the Borrower. Notwithstanding the anything stated above, the Borrower/Co-Borrowers unconditionally agrees, undertakes and acknowledges that the Lender has an unconditional right to cancel the outstanding un-drawn commitments at any time during the currency of the Facility and that the Lender shall endeavour to provide prior intimation of the same to the Borrower.
26	Shortfall Undertaking	In the event, there are any cash flow shortfalls *(including any shortfall is sales receivables, any cost over-runs or any shortfall in interest and principal repayment)* regarding the expected cash flows consistent with the Business Plan, to the extent that a short fall exists, and 3 days prior to the expected date of the anticipated shortfall, the Borrower and / or Co-Borrower(s) shall fund such shortfalls through its own contribution into the Escrow Account.
27	Costs	• All costs associated with the sanction and disbursement, including cost of conducting due diligence *(legal, background check, technical, construction, environmental, land survey, secretarial, financial, corporate, valuation,*

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		market study etc.), title verification, drafting and execution of documents, cost of rating, signage, etc. shall be borne by the Borrower. • All costs related to Security creation shall also be borne by the Borrower. • All monitoring cost, including cost towards periodic valuation, financial, legal and technical due diligence, Project monitoring etc., shall be borne by the Borrower.
28	Governing Law and Jurisdiction	• Governing Law: Indian law; and • Jurisdiction: Exclusive jurisdiction of courts and tribunal situated at Jaipur
29	Related Party Transaction	All related party transactions will be subject to approval by the Lender and to be made on arm's length basis and to be reported in the annual Operating Budget.

Special Condition:

1. Borrower will submit notarized affidavit from the Partners whose names appeared in any defaulters list stating that they are not connected with those defaulter companies / firms either as partners / directors or guarantors. The Borrower will enquire with the bankers of the defaulting companies and obtain written confirmation that the constituents referred to them are not their defaulters. The Lender will verify with ROC and also verify their DIN numbers and ensure that the names in the above list are different and in no way linked to the partners of the Borrower and that it is only name similarity.
2. The Borrower shall undertake that they will abide by the regulatory guidelines to deploy funds sanctioned/disbursed by the Lender to them, only in the permissible areas and in conformity with the guidelines laid down by the regulatory authority/development authority.
3. The Borrower shall undertake that the Facility shall be utilized for the specific purpose for which the same has been sanctioned.
4. The Borrower shall undertake that the Facility shall not be utilized for making investments both of current and long-term nature, in any company / entity by way of shares, debentures, etc. and shall not be utilized for granting unsecured loans / inter-corporate deposits to/in any company and for granting all types of loans and advances to subsidiaries, group companies/entities.

Other Terms & Conditions: -

1. Bureau of Indian Standards has formulated National Building Code *(NBC)* of India 2005, providing Guidelines for regulating the Building Construction Activities. Borrower should agree for adherence to the above National Building Code Specifications in the Project.
2. If there is any Interest Tax levied by the Government of India or any other Authority under the Interest Tax Act 1974 or under any other Law, the Borrower shall reimburse to the Lender any such Tax imposed or levied by the Government of India or any other Authority on Interest and / or other Payments required to be paid by the Borrower to the Lender.
3. The Lender shall be entitled to revoke the sanction of the Facility, inter-alia in any of the following circumstances: -
   a) If there is any material change in the purpose/s for which the Facility has been sanctioned;
   b) In the sole judgment of the Lender any material fact has been concealed and/or become subsequently known;
   c) Any statement made by or on behalf of the Borrower is incorrect, incomplete or misleading;

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d) There is default under or a breach of the terms and conditions of the Facility by the Borrower / Co-Borrower (s);
e) The legal / technical report on the property or any other verification report on the Borrower / Co-Borrower (s) is not to the satisfaction of the Lender in its sole & absolute discretion;
f) Any Information as may be required by the Lender from time to time pertaining to the Property is not furnished in the form prescribed / approved by the Lender;
g) Any material fact concerning the Borrower's profits, etc., or ability to repay, or any other relevant aspect of it is withheld, suppressed, or concealed or not made known to us; and
h) If the Lender in its sole & absolute discretion considers that the Facility should be revoked for whatever reason it may so deem fit and proper.

4. The Lender will have rights to scrutinize and audit the expenses, which are incurred in the project.

Standard Covenant forming part of Terms and Conditions:

1. The Lender will have the right to examine at all times, the Borrower's books of accounts and to have the project site inspected from time to time by officer(s) of and/or qualified auditors or concurrent auditors and/or technical experts and/or management consultants or other persons of the choice of the Lender. Cost of such inspections will be borne by the Borrower.
2. During the currency of the Facility, the Borrower will not, without the prior permission in writing –
   a) Effect any changes in the capital structure or share holding pattern;
   b) Formulate any scheme of amalgamation or re-construction or restructuring of any kind;
   c) Invest by any way of share capital in, or lend or advance funds to, or place deposits with any other concern *(normal trade credit or security deposits in the normal course of business or advance to employees, can, however, be extended)*;
   d) Undertake guarantee obligations on behalf of any other Company or Person;
   e) Withdraw the monies brought in by shareholders/directors;
   f) Undertake any major change in their management set up;
   g) Create any further charge, Lien or encumbrance over the assets and properties of the Borrower charged to the Lender in favour of any other company, financial institution, Banks, Company or any other Person; and
   h) Sell, assign mortgage or otherwise dispose-off any of the assets mortgaged/charged to the Lender.
3. The Lender reserves the right to alter/cancel/modify any terms and conditions of the Facility as it may deem fit absolutely at its discretion without notice and without assigning any reason thereof.
4. The Borrower should undertake that they should not induct a person who is a director on the Board of a company which has been identified as a wilful defaulter and that in case, such person is found to be on the structure of the Borrower, the Borrower would take expeditious and effective steps for removal of the person from its structure.
5. The Lender reserves the right to rearrange the repayment schedule and to call upon the Borrower to accelerate the payments, if the Borrower's financial position so warrants as per the opinion of the Lender.
6. Any Default, Fraud, Legal incompetence during the currency of the Facility, Non-Compliance of agreed terms and conditions, Non-submission of required documents, over dues, any other irregularities by the Borrower will enable the Lender to recall the Facility.
7. The Lender reserves the right to stop further disbursements in event of default or misrepresentation

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8. The Borrower will keep the Lender informed of the happening of any event likely to have substantial effect on their profit or business, with explanations and the remedial steps proposed to be taken.
9. The Borrower shall keep the Lender advised of any circumstances adversely affecting the financial position of their subsidiaries/group companies or companies in which it has invested, including any action taken creditor against the said companies legally or otherwise.

The validity of the said sanction is for Fifteen *(15)* days from the date of the sanction letter.

We here by request you to kindly sign the attached duplicate copy of sanction letter as your acceptance of the terms and conditions of the above Facility and return it to us. We look forward to your acceptance of this sheet to expedite the conclusion of this transaction and the disbursement hereunder.

We, however, reserve the right to revoke in part or in full or withdraw /stop financial assistance or to amend any of the terms of sanction including rate of interest at any stage without any notice or giving any reasons for any purpose whatsoever, at our absolute discretion.

Further, this sanction does not vest in anyone; the right to claim any damage against the Lender for any reasons whatsoever.

Thanking you,
Yours Faithfully,

Authorised Signatory
AU Small Finance Bank Limited

Approved and accepted by

For and on behalf of **M/s Digja infrastructure LLP** (Borrower / Applicant) For Digja Infrastructure LLP Name: N.K.Desai Authorized / Partner Designation: AUTHORISED SIGNATORY Date: 18/1/2021	For and on behalf of **Mr. Nitin Desai** (Co-Borrower / Co-Applicant) N.K.Desai Date: 18/1/2021
For and on behalf of **Mr. Bhavesh Pansuriya** (Co-Borrower / Co-Applicant) Date: Bhavesh C Pansuriya 18/1/2021	For and on behalf of **Mrs. Asha Desai** (Co-Borrower / Co-Applicant) Date: A. N. Desai 18/1/2021
For and on behalf of **Mrs. Kailash Pansuriya** (Co-Borrower / Co-Applicant) Date: [illegible] 18/1/2021	

Annexure A

List of Sold/ Un-Sold Units of the Project

Sr. No.	Block	Flat/ SHOP No	Structure	Saleble Area (SBA)	Bilut upd Area	RERA Carpet Area	Floor	Sold / Unsold
1	A	101	3BHK	1816	1732.85	978.00	1st Floor	unsold
2	A	102	3BHK	1816	1732.85	978.00	1st Floor	unsold
3	A	201	3BHK	1816	1732.85	978.00	2nd Floor	unsold
4	A	202	3BHK	1816	1732.85	978.00	2nd Floor	unsold
5	A	301	3BHK	1816	1732.85	978.00	3rd Floor	unsold
6	A	302	3BHK	1816	1732.85	978.00	3rd Floor	unsold
7	A	401	3BHK	1816	1732.85	978.00	4th Floor	unsold
8	A	402	3BHK	1816	1732.85	978.00	4th Floor	unsold
9	A	501	3BHK	1816	1732.85	978.00	5th Floor	unsold
10	A	502	3BHK	1816	1732.85	978.00	5th Floor	unsold
11	A	601	3BHK	1816	1732.85	978.00	6th Floor	unsold
12	A	602	3BHK	1816	1732.85	978.00	6th Floor	unsold
13	A	701	3BHK	1816	1732.85	978.00	7th Floor	unsold
14	A	702	3BHK	1816	1732.85	978.00	7th Floor	unsold
15	A	801	3BHK	1816	1732.85	978.00	8th Floor	unsold
16	A	802	3BHK	1816	1732.85	978.00	8th Floor	unsold
17	A	901	3BHK	1816	1732.85	978.00	9th Floor	unsold
18	A	902	3BHK	1816	1732.85	978.00	9th Floor	unsold
19	A	1001	3BHK	1816	1732.85	978.00	10th Floor	unsold
20	A	1002	3BHK	1816	1732.85	978.00	10th Floor	unsold
21	A	1101	3BHK	1816	1732.85	978.00	11th Floor	unsold
22	A	1102	3BHK	1816	1732.85	978.00	11th Floor	unsold
23	A	1201	3BHK	1816	1732.85	978.00	12th Floor	unsold
24	A	1202	3BHK	1816	1732.85	978.00	12th Floor	unsold
25	A	1301	3BHK	1816	1732.85	978.00	13th Floor	unsold
26	A	1302	3BHK	1816	1732.85	978.00	13th Floor	unsold
27	A	1401	3BHK	1816	1732.85	978.00	14th Floor	unsold
28	A	1402	3BHK	1816	1732.85	978.00	14th Floor	unsold
29	B	101	3BHK	1816	1732.85	978.00	1st Floor	unsold
30	B	102	3BHK	1816	1732.85	978.00	1st Floor	unsold

For Digja Infrastructure LLP

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Bhoumik Pansuriya

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31	B	201	3BHK	1816	1732.85	978.00	2nd Floor	unsold
32	B	202	3BHK	1816	1732.85	978.00	2nd Floor	unsold
33	B	301	3BHK	1816	1732.85	978.00	3rd Floor	unsold
34	B	302	3BHK	1816	1732.85	978.00	3rd Floor	unsold
35	B	401	3BHK	1816	1732.85	978.00	4th Floor	unsold
36	B	402	3BHK	1816	1732.85	978.00	4th Floor	unsold
37	B	501	3BHK	1816	1732.85	978.00	5th Floor	unsold
38	B	502	3BHK	1816	1732.85	978.00	5th Floor	unsold
39	B	601	3BHK	1816	1732.85	978.00	6th Floor	unsold
40	B	602	3BHK	1816	1732.85	978.00	6th Floor	unsold
41	B	701	3BHK	1816	1732.85	978.00	7th Floor	unsold
42	B	702	3BHK	1816	1732.85	978.00	7th Floor	unsold
43	B	801	3BHK	1816	1732.85	978.00	8th Floor	unsold
44	B	802	3BHK	1816	1732.85	978.00	8th Floor	unsold
45	B	901	3BHK	1816	1732.85	978.00	9th Floor	unsold
46	B	902	3BHK	1816	1732.85	978.00	9th Floor	unsold
47	B	1001	3BHK	1816	1732.85	978.00	10th Floor	unsold
48	B	1002	3BHK	1816	1732.85	978.00	10th Floor	unsold
49	B	1101	3BHK	1816	1732.85	978.00	11th Floor	unsold
50	B	1102	3BHK	1816	1732.85	978.00	11th Floor	unsold
51	B	1201	3BHK	1816	1732.85	978.00	12th Floor	unsold
52	B	1202	3BHK	1816	1732.85	978.00	12th Floor	unsold
53	B	1301	3BHK	1816	1732.85	978.00	13th Floor	unsold
54	B	1302	3BHK	1816	1732.85	978.00	13th Floor	unsold
55	B	1401	3BHK	1816	1732.85	978.00	14th Floor	unsold
56	B	1402	3BHK	1816	1732.85	978.00	14th Floor	unsold

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