

49 Sanction letter

HARMONY VINIMAY PVT. LTD.
name in hat?

Director SL No: - 30/17-18

BOLERO TRADELINK PVT LTD

Date: 17th Nov, 2017

Borrower: Harmony Vinimay Pvt Ltd

Rameshram

Director

For AGE TOWNSHIP PVT. LTD.

COMPASS TRADELINK PVT. LTD.

Rishabh Singhania

Director

SANKET TRADECOM PVT. LTD.

Amr Chaitan

Rameshram

Director

CAMPUS VINCOM PVT. LTD.

For NAMASKAR VYAPAAR PVT. LTD.

[Signature]

Director

Rishabh Singhania

or **VISIONAGE COMMERCIAL PVT. LTD**

Devi Singhania

Director

NIGHTANGLE TRADERS PVT. LTD.

Director

Asim Kaur

MICROGRAPH VINIMAY PVT. LTD.

S. Shastri

Director

GOPIKA PROJECTS PVT. LTD.

Devi Singhania

Director

Co-borrowers/ Guarantors:

- Bolero Tradelink Pvt. Ltd.
- Compass Tradelink Pvt. Ltd.
- Campus Vincom Pvt. Ltd.
- Visionage Commercial Pvt. Ltd.
- Micrograph Vinimay Pvt. Ltd.
- Ace Township Pvt Ltd.
- Sanket Tradecom Pvt Ltd.
- Namaskar Vyapaar Pvt. Ltd.
- Nightangle Traders Pvt Ltd.
- Gopika Projects Pvt. Ltd.
- Harish Kumar Singhania
- Rishabh Singhania
- Piyush Kumar Bhagat
- Manoj Kumar Bhagat
- Ravindra Khaitan
- Rajkumar Khaitan

Address: 67 Christopher Road, Kolkata 700046

Kind Attn.: Harish kumar Singhania, Piyush Kumar Bhagat & Ravindra Khaitan.

Dear Sir,

ECL Finance Limited (ECLFL) takes the pleasure in granting an in-principle sanction to extend a Project Construction Finance facility for your "Altius" Project for an amount not exceeding Rs. 50.00 Crs. (Rupees Fifty Crores only). This in-principle sanction is subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of ECLFL.

TERMS AND CONDITIONS

Lender	ECL Finance Limited
Borrower & Co-borrower/Guarantor	<p>Borrower: Harmony Vinimay Pvt Ltd</p> <p>Co-borrowers/ Guarantors:</p> <ul style="list-style-type: none"> Bolero Tradelink Pvt. Ltd. Compass Tradelink Pvt. Ltd. Campus Vincom Pvt. Ltd. Visionage Commercial Pvt. Ltd Micrograph Vinimay Pvt. Ltd. Ace Township Pvt Ltd. Sanket Tradecom Pvt Ltd. Namaskar Vyapaar Pvt. Ltd. Nightangle Traders Pvt Ltd.

[Signature]

[Signature]

Rishabh Singhania

[Signature]

[Signature]

R. Khaitan
R. Khaitan

SL No: - 30/17-18

	Gopika Projects Pvt. Ltd. Harish Kumar Singhania Rishabh Singhania Piyush Kumar Bhagat Manoj Kumar Bhagat Ravindra Khaitan Rajkumar Khaitan
Loan Amount	INR 50 Crs (Rupees Fifty Crores only)
Tenure	24 months from the following month of final disbursement.
Upfront Fees	0.75% of the Loan Amount + Applicable GST
Type of Loan	Project Construction Finance
Loan Drawl Period	12 months from the date of first disbursement.
Principal Moratorium Period	12 months from the date of first disbursement. (Interest on disbursed amount to be paid during this period)
Details of Project	Project to be financed is a residential project known as "Altius" on Project land admeasuring 84200 sqft located at 67 Christopher Road, Kolkata 700046.
Type of Security	Registered Mortgage of the following property : Property address: 51 Unsold developer share of units comprising of saleable area 151928 Sq.ft along with undivided share of land & amenities thereon pertaining to entire project Altius situated on total Project land admeasuring 84200 sqft and located at 67 Christopher Road, Kolkata 700046 with construction thereon. (Refer Annexure 1) 1. Security value Equivalent to 2 times on value of the unsold units in project Altius to be maintained (if the value of security falls below 2 times at any point of time within the tenor of the loan, addition security (additional security may be Cash/property to the satisfaction of ECLFL) will be provided by the Borrower and all the cost of security creation will be borne by Borrower. 2. Net Receivable cover to be maintained at 2x during the tenure of loan 3. Escrow arrangement 4. Lien on unsold Units in the Project: ECLFL would have a Lien on all mortgaged Units in the Project. In case Borrower wants to sell these units to any prospective purchaser, they would obtain an NOC from ECLFL to this effect.
Escrow Account	Borrower needs to deposit all the receivables from Altius with ICICI bank. The repayment of the Loan would be by way of sweep in instructions from the Escrow Account. Escrow arrangement to be in accordance with RERA compliance. At any given time, the float available in the escrow account should be >= One whole month's interest on total disbursed loan amount during the principal moratorium period. Post completion of principal moratorium period, the float available in the escrow account should be >= One whole month's installment

HARMONY VINIMAY PVT. LTD.

Harish Kumar Singhania

Director

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ECL Finance Limited

Corporate Identity Number : U65990MH2005PLC154854

Registered Office : Edelweiss House, Off CST Road, Kalina, Mumbai 400098 ☎ +91 22 4009 4400 www.edelweissfin.com

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	during currency of the loan. Float may be maintained in the form of FD with ECLFL's lien or in cash as mutually agreed. Mandatory prepayment of 30% of all future sales receivables from the project for first 6 months & 50% for next 6 months to be deposited in Escrow Account during the loan tenor.										
Mode of Repayment	1. Interest/Monthly Installment serviced by sweep in mode from Escrow Account with ICICI Bank 2. Interest to be serviced on partly disbursed loan component on monthly basis 3. Monthly Installment to commence from the following month of the last Disbursement availed within stipulated loan drawl period for the Tls										
Repayment Schedule	Interest for both the Tls to commence from the date of first disbursement and be paid till the final disbursement or Loan Drawl Period, whichever is earlier and Monthly Installment for the Tls to commence from the following month of the final disbursement availed within the Loan Drawl period. In case amount of drawdown is less than the approved loan amount at the completion of stipulated drawl period, Monthly Installment for the disbursed loan portion will commence unless specific request has been made by the Borrower for extension of the loan drawl period and the same has been approved by ECLFL.										
Monthly Installment	INR 2,37,70,912/- (24 monthly installments) subject to variation in the MRR										
Mandatory prepayment from Escrow Account	Retention of 30% for first 6 months & 60% for next 6 months from the project for the moratorium period of 12 months. The same will be utilized towards mandatory prepayment of the loan facility.										
Rate of Interest	MRR of 19.50%* - 6.50% = 13.00% per annum on monthly reducing & floating rate basis *Presently Mortgage Reference Rate (MRR) as on date is 19.50%. Interest rate on repayment would change based on the changes in MRR as announced by ECLFL from time to time. This would lead to change in Interest payable to ECLFL. The rate shall be applied by ECLFL on the first date of following quarter as per English calendar year in which MRR is changed.										
Prepayment Penalty	Prepayment penalty to be 2% on the amount prepaid. No Prepayment penalty on principal repaid through Sales receivables from the project										
Interest on default	@ 2%p.m. over and above the normal interest rate shall be charged in case of delayed payment of installments, interest or monies payable under the facility agreement from the due date till the date of receipt.										
Stamp Duty	As applicable and will be borne by the Borrower										
Validity	The sanction is valid for a period of 90 days from the date of this offer letter or March 31 of the current financial year, whichever is earlier.										
End Use	Takeover of existing facility of ICICI Bank having outstanding amt of Rs 35 crs & to fund Construction and related cost of project "Altius"										
Disbursement	Disbursement to be done in stages within loan drawl period as detailed below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Tls</th> <th>Disb Tranche</th> <th>ECLFL Disb</th> <th>Constn Stage</th> <th>Booking %</th> </tr> </thead> <tbody> <tr> <td></td> <td>3800.00*</td> <td>3800.00</td> <td>85%</td> <td>47%</td> </tr> </tbody> </table>	Tls	Disb Tranche	ECLFL Disb	Constn Stage	Booking %		3800.00*	3800.00	85%	47%
Tls	Disb Tranche	ECLFL Disb	Constn Stage	Booking %							
	3800.00*	3800.00	85%	47%							

HARMONY VINIMAY PVT. LTD.

Harshvardhan

Director

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	300.00	4100.00	88%	49%
	300.00	4400.00	90%	51%
	300.00	4700.00	92%	58%
	300.00	5000.00	95%	60%
	5000.00			
	<p>*Out of the first tranche amount of Rs. 38 crs, first part to be released to the extent of the loan o/s with ICICI. Balance amount out of the first tranche to be released once ICICI Loan is closed and mortgage is created.</p> <ul style="list-style-type: none"> • First disbursement to be done subject to clear Legal report on the collateral from Empanelled lawyers • Sale rate for the unsold units of Altius is stipulated at Rs.7100/- psf. For any sale below stipulated rate, prepayment will be calculated assuming stipulated sale rate. • Developer to intimate the existing customers of the project "Altius" (in writing) to route all the future receivables through the designated Escrow Accounts to be opened with ICICI Bank <p>The Borrower needs to provide to ECLFL a Registered Architect/Engineer/CA certified Statement of Cost incurred prior to each disbursement demand. ECLFL would have the statement validated through its panel Valuer and the same would be certified by the Valuer in his Project Technical report.</p>			
Disbursement Conditions	<ol style="list-style-type: none"> 1. First disbursement subject to completion of all the necessary disbursement documents and after clear legal charge creation on project land. 2. Subsequent disbursements to be milestone based as stipulated above. 3. Retention of 30% for first 6 months & 60% for next 6 months of the moratorium period of the loan tenor. The same will be utilized towards mandatory prepayment of our loan facility. 4. Float equivalent to 1 month interest on total disbursed loan amount during principal moratorium period & 1 month EMI after the principal moratorium period till the end of repayment to be maintained in the form of FD with lien marking by ECLFL / cash in escrow account during the currency of loan. 			
Disclosure Norms	The Borrower would publish in all their marketing material, the fact that the Project has been financed by ECLFL.			
Status of Bookings	The Borrower would provide status of Bookings in the project as and when requested by ECLFL by way of a declaration on his letter head. ECLFL would be a preferred financier for retail Home Loans to the customers who have booked property in the Project.			
Documents Required	<ol style="list-style-type: none"> 1. Accepted sanction letter 2. Facility Agreement and other legal formalities /documents are to be executed as necessary with the Borrower and Guarantor. 3. Board Resolution (in case of applicant being a company) 4. Resolution passed u/s.293(1)(a) and (d) at the AGM/EGM (in case of applicant being a public company or a private company which is a 			

HARMONY VINIMAY PVT. LTD.

Harun Sultan

Director

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	<p>subsidiary of a public company)</p> <ol style="list-style-type: none"> 5. Demand Promissory Note 6. Mortgage of the property / receivables 7. Hypothecation of receivables, if required 8. Declarations/ Undertakings/ Affidavits, etc, if required. 9. Escrow Account & documentation 10. Lien Letter on sale proceeds 11. Approved maps, plans, permissions etc. 12. Notarised Power of Attorney to be executed in favour of ECLFL authorizing ECLFL to recover and realize all present and future book debts, receivables, etc. to the extent of loan amount and interest (including interest on default) due. 13. CA certificate for partner's capital a/c & unsecured loan a/c. balances 14. RTGS letter confirming payment of principal and interest on or before due date 15. Constitutional documents 16. Signature Verification of the signatories to the Facility Agreement 17. Self attested KYC documents, ITR & Financials of Borrower and Guarantors, KYC documents of authorized signatory/ies to this loan 18. Latest Form 32 / list of Directors (in case of applicant being a company) 19. ROC Search Report (in case of applicant being a company) 20. NOC from Banks / Financial Institutions for to ECLFL facility, if applicable. 21. Copy of Permanent Account Number (PAN) card of Borrower and Guarantors and Authorised Signatory/ies. 22. Title search Report (by ECLFL approved lawyers). 23. Chartered Accountant/empanelled lawyers/ empanelled valuers certified that the land has all the statutory approval of local authority or Municipal body as required. 24. Security PDC's to the tune of Rs. 50 crores to be collected. 25. Certificate from Architects and Engineers / Structural Engineers, to the effect that the properties being mortgaged have been constructed as per National Building Code. 26. Any other documents as may be required by ECLFL
<p>Undertakings by Borrower and Guarantor</p>	<p>The following Undertakings to be given by the Borrower and Guarantor/s:</p> <ol style="list-style-type: none"> a) All legal and incidental expense including ROC search/stamp duty and out of Pocket Expenses in connection with the proposed credit facility will have to be borne by the Borrower. b) The Borrower has to give an undertaking that the transactions with the associate/group concerns/if any will be genuine trade transactions and on commercial terms. c) The Borrower should not embark upon any expansion / diversification /restructuring / alliance / mergers / acquisitions without prior permission in writing from us. d) The Borrower has to give an indemnity that no case /proceedings are pending against them on account of excise default under FEMA, Customs

~~XXXXXXXXXXXXXXXXXXXX~~ PVT. LTD.

[Handwritten Signature]

Director

SL No: - 30/17-18

	<p>violations and Exchange control Regulations. Also that the Borrower/their sister or associate/ group/family concerns and their Directors/partners/proprietor etc. do not appear on RBI's list of defaulters and ECGC's caution list. Further, if any such proceeding is initiated by any of such departments, information will be provided to ECLFL immediately. In case this information is found to be incorrect, incomplete or misleading at a later stage or non-reporting of any subsequent proceedings, ECLFL is fully empowered to take criminal action/other suitable proceedings against the borrower.</p> <p>e) The Borrower shall undertake to notify us of impacts on its financial position/ performance periodically. The Borrower will keep us informed of any circumstances adversely affecting its financial position.</p> <p>f) QIS & other MIS Statement Needs to be submitted whenever required.</p> <p>g) The Borrower shall not create any further charge on their assets/properties funded by us/charged created by us without our written approval.</p> <p>h) Undertaking that the proposed loan will be utilized only for the Construction Projects only and not for any capital expenditure.</p> <p>i) The firm/Borrower/Borrower shall undertake that during the currency of our loan, it shall not without ECLFL's permission in writing –</p> <ul style="list-style-type: none"> - Implement any scheme of major expansion and acquire fixed assets. - Make investments/advances or deposit amounts with any other concern from ECLFL fund. - Undertake guarantee or obligations on behalf of any other firm/company. <p>An affidavit shall be submitted by the Borrower/property owner with regard to the property that:-</p> <ul style="list-style-type: none"> • No proceedings under Income Tax Act are pending or going on and • No arrears of tax, including the Interest In the respect of the Property. • The property is not attached by any Government/ Tax Authorities. • All the obligations/payments to Municipal Authorities etc. shall be made by them in time. • The property is in the possession of the Borrower. • No third party interest, including license/tenancy rights have been created or will be created without our prior written permission. • The property is free from any court/municipal proceedings, attachments etc. • That the said property is free from all dispute, charges, taxes, litigation, attachment anywhere in India.
<p>Other special conditions:</p>	<p>i. Creation of mortgage on immovable property in the form of Residential / commercial property or converted vacant plots / sites and mortgage / hypothecation of receivables.</p> <p>ii. The security provided by the Borrower should be acceptable to ECLFL and</p>

HARMONY VINIMAY PVT. LTD.

[Signature]

Director

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	<p>ECLFL's discretion on the acceptability will be full and final.</p> <p>iii. The panel Lawyer should certify clear & marketable Title of the properties to be taken as security against the Loans.</p> <p>iv. The Panel Valuer should similarly certify in his report, compliance of on-site construction to approved Plans issued by local Municipal Authority & all relevant clearances that may be required for the Project.</p> <p>v. Property to be valued by ECLFL approved valuer. The valuation of the property should be equal to or more than 2 times on combined value of Project Altius to be maintained throughout the tenor of the loan. In case the value of the property falls below 2x times of the facility loan amount the facility amount will be proportionately reduced so that the appropriate collateral margin will be maintained.</p> <p>vi. Net Receivable cover to be maintained at 2x during the tenure of loan.</p> <p>vii. Penal Interest to @ 2.0 % p.a. will be charged on the amount not routed through escrow account at the discretion of the lender if borrower defaults in routing 100% scheduled receivables from the project through the escrow accounts and/ or does not request for NOC from lender before registration of units in favour of prospective buyers for sale of units in the Project</p> <p>viii. Disbursement shall be subject to receipt of satisfactory legal opinion on the property and Title Clearance Report by ECLFL from its empanelled lawyer.</p> <p>ix. This letter should not be construed as giving rise to any binding obligation on the part of ECLFL to provide the Loan mentioned overleaf, unless you have executed loan Agreement and other transaction documents, in a form and manner as may be required by ECLFL in connection therewith.</p> <p>x. The loan documentation will contain the final terms and conditions, which would be in addition to those set out in this letter and shall override the terms specified herein.</p> <p>xi. ECLFL reserves its right to alter/ cancel and / or modify the credit limits / loan sanctioned and / or terms and payment conditions stipulated without notice to the Borrower and without assigning any reason thereof in case of default in repayment of installment and /or interest/ Financial performance.</p> <p>xii. ECLFL reserves the right to rearrange the payment schedule and to call upon the firm/Borrower/its partners to accelerate the payments, if the firm/Borrower's financial position so warrants.</p> <p>xiii. The rate of interest and margin stipulated are subject to change from time to time at the sole discretion of ECLFL and as per the guidelines of RBI, GOI and any other regulatory authority.</p> <p>xiv. ECLFL reserves the right to inspect the work site, godown and books of account of the firm/Borrower/Borrower by any of its officials; the cost of which shall be borne by the borrower.</p> <p>xv. ROC charge to be filled. (if applicable)</p> <p>xvi. All stamp duties, other present and future duties to be paid by the</p>
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HARMONY VINIMAY PVT. LTD.

Harman Singh

Director

SL No: - 30/17-18

	<p>Borrower all other cost to be borne by Borrower.</p> <p>xvii. Charges on form CHG-1 & CHG-4 to be borne by Borrower</p> <p>xviii. TDS deduction- Interest would be paid on gross amount without deducting the TDS. The Borrower has to provide the TDS certificates within 90 days that is end of the quarter or end of the financial year. TDS amount would be funded post receiving the TDS certificate.</p> <p>xix. The rate of interest applicable to the loan facility availed shall be as prevailing on the date(s) of disbursement(s) and will be based upon inter-alia the Company's evaluation of the customer such as professional qualification, creditworthiness, risk profile, security, repayment track record, external ratings etc. Based on the interest rate model adopted by Company, the rate of interest for the same product and tenor may vary for different customers depending upon the above mentioned factors.</p> <p>xx. Other terms and conditions as ECLFL may prescribe from time to time.</p>
POST DISBURSEMENT DOCUMENTS	ROC charge to be created within 30 days (if applicable)
PERIODICAL REVIEW REQUIREMENTS	The account to be reviewed on quarterly basis.

This Sanction Letter and the terms and conditions mentioned therein would be valid for a period of 90 days from the date of this Sanction Letter or March 31 of the current financial year, whichever is earlier, provided you have deposited with ECLFL the administrative charges & other charges / fees mentioned overleaf at the time of delivering the accepted copy of this letter to ECLFL.

This sanction shall stand revoked and cancelled if:

- 1) There are material changes in the proposal for which the assistance is considered and in the information provided by the Applicants on the basis of which the loan has been sanctioned.
- 2) There are material changes in the Borrower's financial performance.
- 3) Any material facts concerning the Borrower's profits or its ability to make payments under this loan agreement or any relevant aspects of its request for loan facility are withheld, suppressed, concealed, or are found to be incorrect or untrue.
- 4) Unsatisfactory track record in respect of any other finance facility availed by the applicant/s.
- 5) the legal / technical / valuation report on the property is not satisfactory to ECLFL
- 6) Any other reason which can have a detrimental impact on the Project, its timely completion and/or Bookings
- 7) Any information as may be required by ECLFL from the Borrower and Guarantors, time to time pertaining to the Project / secured property is not furnished in the form prescribed / approved by ECLFL over a period of 30 days.

Please endorse your signature at the foot of this letter in acknowledgement and acceptance of the terms and conditions of this letter.

Yours truly,
 For ECL Finance Limited

HARSHY VINIMAY PVT. LTD.

Harshy Vinimay

Director

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SL No: - 30/17-18

Name: SUMAN DASGUPTA ECL FINANCE LIMITED
 Designation: ZSM-EAST

Suman Dasgupta
 Authorised Signatory

Sig
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Accepted

Borrower:

HARMONY VINIMAY PVT. LTD.

Harmony Vinimay Pvt Ltd

Suman Dasgupta
 Director

Co-borrowers/ Guarantors:

Director

BOLERO TRADELINK PVT LTD. <i>Raresampurne</i> Director Bolero Tradelink Pvt. Ltd.	COMPASS TRADELINK PVT. LTD. <i>Anshu Chaitan</i> Director Compass Tradelink Pvt. Ltd.
CAMPUS VINCOM PVT. LTD. <i>[Signature]</i> Director Campus Vincom Pvt. Ltd.	VISIONAGE COMMERCIAL PVT. LTD <i>Devi Singhania</i> Director Visionage Commercial Pvt. Ltd.
MICROGRAPH VINIMAY PVT. LTD. <i>S. Shashina</i> Director Micrograph Vinimay Pvt. Ltd.	ACE TOWNSHIP PVT. LTD. <i>Rishabh Singhania</i> Director Ace Township Pvt Ltd.
SANKET TRADECOM PVT. LTD. <i>Raresampurne</i> Director Sanket Tradecom Pvt Ltd.	NAMASKAR VYAPAAR PVT. LTD <i>Rishabh Singhania</i> Director Namaskar Vyapaar Pvt. Ltd.
NIGHTANGLE TRADERS PVT. LTD. <i>[Signature]</i> Director Nightangle Traders Pvt Ltd.	GOPIKA PROJECTS PVT. LTD. <i>Devi Singhania</i> Director Gopika Projects Pvt. Ltd.

SI No: - 30/17-18

<i>Harish Kumar</i> Harish Kumar Singhania	<i>Rishabh Singhania</i> Rishabh Singhania
<i>Piyush Kumar</i> Piyush Kumar Bhagat	<i>Manoj Kumar</i> Manoj Kumar Bhagat
<i>Ravindra Khaitan</i> Ravindra Khaitan	<i>Rajkumar Khaitan</i> Rajkumar Khaitan

Annexure 1:

Sr. no.	Block	Floor no.	Flat no.	Saleable Area in sq ft
1	East Block	4	04E2	2453
2	East Block	5	05E2	2453
3	East Block	6	06E3	2922
4	East Block	8	08E2	2453
5	East Block	9	09E1	2365
6	East Block	12	12E2	2453
7	East Block	13	13E2	2453
8	East Block	13	13E3	2922
9	East Block	14	14E2	2672
10	East Block	14	14E3	2922
11	East Block	17	17E2	2453
12	East Block	17	17E3	2922
13	East Block	18	18E2	2757
14	East Block	19	19E3	3013
15	East Block	20	20E3	3013
16	East Block	21	21E1	2365
17	East Block	21	21E3	3013
18	East Block	22	22E1	2264
19	East Block	22	22E2	2549
20	East Block	22	22E3	3013
21	East Block	23	23E1	7777

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Harish Kumar
Director

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22	East Block	23	23E2	2549
23	East Block	23	23E3	3013
24	East Block	24	24E1	2365
25	East Block	24	24E2	2756
26	East Block	24	24E3	3013
27	East Block	25	25E2	2733
28	East Block	25	25E3	3013
29	East Block	26	26E2	2549
30	East Block	27	27E3P	5782
31	West Block	3	03W2	3872
32	West Block	4	04W2	3008
33	West Block	6	06W2	3008
34	West Block	7	07W2	3143
35	West Block	8	08W2	3216
36	West Block	10	10W2	3143
37	West Block	13	13W1	3100
38	West Block	13	13W2	3143
39	West Block	14	14W2	3216
40	West Block	17	17W2	3008
41	West Block	19	19W2	3008
42	West Block	20	20W1	3334
43	West Block	20	20W2	3421
44	West Block	21	21W1	3643
45	West Block	21	21W2	3421
46	West Block	22	22W2	3421
47	West Block	24	24W2	3421
48	West Block	25	25W1	3524
49	West Block	25	25W2	3418
50	West Block	26	26W1	2977
51	West Block	26	26W2	3008
	Total			151928

5290

3167
3008
3493

HARMONY VINIMAY PVT. LTD.

[Handwritten Signature]

Director