



Fast
3 pages

Ref: TCHFL/July 18/014

Date: 27-07-2018

To,
M/s Oswal Towers LLP,
159 Rabindra Sarani, Onkar Mansion,
Room No-2C, 2nd floor,
Kolkata – 700007

Kind Attn: Mr. Saurav Bafna, Mr. Sachin Bafna, Mr Amit Kumar Agarwal, Mrs. Sunita Agarwal, Mrs. Pooja Bafna, Mrs. Rashmi Bafna

Re: Construction Finance (CF) facility of Rs. 14.00 Crores to M/s Oswal Towers LLP for Construction Finance (CF) of Project "Orchard 126" situated at 126 B T Road, Agarpara, Kolkata - 700109.

Dear Sir,

Tata Capital Housing Finance Limited (TCHFL) takes the pleasure in granting in-principal sanction to extend a Project Construction Finance facility for the project "Orchard 126" for an amount not exceeding Rs. 14.00 Crores (Rupees Fourteen Crores Only). This in-principal sanction is subject to fulfillment of the terms and conditions entailed herein to the complete satisfaction of TCHFL.

TERMS AND CONDITIONS:

Lender	Tata Capital Housing Finance Limited
Borrower Entity	M/s Oswal Towers LLP
Co – Borrowers	Mr. Sachin Bafna, Mr. Saurav Bafna, Mr. Amit Kumar Agarwal, M/s Rashiamrit Vintrade Pvt. Ltd., M/s Nirmalmaya Projects Pvt. Ltd., M/s Panchparv Commodeal Pvt. Ltd., M/s Madhudhan Complex Pvt. Ltd., M/s Randata Commercial Pvt. Ltd., M/s Blueland Promoters Pvt. Ltd., M/s Dhanshree Highrise Pvt. Ltd., M/s Shivrashi Exports Pvt. Ltd.

OSWAL TOWERS LLP

S.Bh

S.Bh

Authorized Designated partner

Dhanshree Highrise Private Limited

Panchparv Commodeal Pvt. Ltd

Rashiamrit Vintrade Pvt. Ltd

S.Bh

Director/Authorised Signatory

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Randata Commercial Pvt. Ltd.

Nirmalmaya Projects Pvt. Ltd.

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TATA CAPITAL HOUSING FINANCE LIMITED

Rashmi Bafna

Pooja Bafna

S. Agarwal

[Signature]

Corporate Identity Number U67190MH2008PLC187552
Park Plaza 2nd Floor Flat No. 2C & 2D South Block 71 Park Street Kolkata 700 016
Tel 91 33 6652 2300

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013 India



Guarantors	Mrs. Sunita Agarwal, Mrs. Pooja Bafna, Mrs. Rashmi Bafna		
Loan Amount	Up to Rs. 14.00 Crores (Rupees Fourteen Crores Only)		
Rate of Interest	PLR of 16.85% minus 3.85% = 13.00% per annum on monthly reducing & floating rate basis. Presently Prime Lending Rate (PLR) as on date is 16.85%. Interest rate on repayment would change based on the changes in PLR as announced by TCHFL and/or as per the guidelines of GOI and any regulatory authority from time to time. This would lead to change in Interest payable to TCHFL. The rate shall be applied by TCHFL on the first date of following month as per English calendar year in which PLR is changed. The change in PLR will be at the sole discretion of TCHFL.		
Processing Fees	1.00% of the Loan Amount + Applicable Tax, to be collected upfront from Borrower.		
Nature of Facility	Project Construction Funding (CF)		
Tenure	Door to Door - 48 months including 18 months of principal moratorium from the date of the first disbursement.		
Principal Moratorium Period	18 months from the date of first disbursement (interest on outstanding amount to be paid during this period).		
Loan Drawl Period	18 months from the date of Loan Approval. In partially disbursed case, TCHFL may consider extension of loan drawl period on specific request by Borrower.		
Purpose of Loan	Towards construction of Project construction cost in relation to the project as permissible under RERA.		
Asset Cover	Asset cover of minimum 1.75 times of the outstanding loan amount to be maintained during currency of loan. Note: Asset Cover will be considered on proportionate value of units with proportionate share of land where less than 20% collected on sold units and unsold units.		
Receivable Cover	Net receivable cover of minimum 1.5 times of the outstanding loan amount to be maintained during currency of loan.		
Receivable Capitalization	Sales proceeds/Booking Money from the project "Orchard 126" to be deposited in the TCHFL escrow account to be adjusted in the following manner:		
	<table border="1"> <tr> <td>Tenure*</td> <td>Capitalization</td> </tr> </table>	Tenure*	Capitalization
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	0-12 months	10%	
	13-18 months	20%	
	19-30 months	50%	
	31-48 months	70%	
	<p>No interest set off with capitalization during moratorium however capitalisation is inclusive during repayment. If the amount received by capitalization is insufficient to service the monthly installments (MI), the Borrower shall have to make good the shortfall from its own funds. Any default in paying MI, net of amount already adjusted during the month through capitalization shall be construed as an Event of Default.</p>		
Details of Project	<p>Project titled "Orchard 126" being constructed on all that land measuring about 3 bighas and 15 cottahs equivalent to 1.24 Acres (as per physical measurement, 3 bighas and 17 cottahs) along with along with all current/future structures standing thereon, forming part of C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 under C.S. Khatian no. 65, R.S. Khatian no. 702, Touzi no: 155, J.L. no. 11, R.S. no. 31 in Mouza Agarpara under P.S. Khardah in the District North 24 Parganas presently known and numbered as municipal holding/premises no. 110F, B.T. Road and 126F, B.T. Road (Present) under municipal Ward no. 10 within the limits of Panihati Municipality, Agarpara, Kolkata - 700 109.</p>		
Landowners of the Project / Security Providers	Name of the Owner of land	M/s. Rashiamrit Vintrade Pvt. Ltd. And other 7 companies (Refer Annexure III)	
	Document Number (Sale Deed No. / Lease Deed No.)	Deed of Allotment no. 09744 for the year 2014 and others	
	Date of Document	30-06-2013	
	Full Address with Survey No. / CTS No.	Refer Details of project	
	Total Project Land Area (Sq. Mtr / Sq. Ft.)	3 bighas and 15 cottahs equivalent to 1.24 Acres (as per physical measurement, 3 bighas and 17 cottahs)	
Security	<p>1. Mortgage of units from the project (As per Attached Annexure II) and all that land measuring about 3 bighas and 15 cottahs equivalent to 1.24 Acres (as</p>		

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Randata Commercial Pvt. Ltd. **Nirmalmaya Projects Private Limited** **Rashmi Bafna** **Pooja Bafna**
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	<p>per physical measurement, 3 bighas and 17 cottahs) along with along with all current/future structures standing thereon, forming part of C.S./R.S. Dag nos. 1192, 1193, 1191/1308 & 1191/1314 under C.S. Khatian no. 65, R.S. Khatian no. 702, Touzi no. 155, J.L. no. 11, R.S. no. 31 in Mouza Agarpara under P.S. Khardah in the District North 24 Parganas presently known and numbered as municipal holding/premises no. 110F, B.T. Road and 126F, B.T. Road (Present) under municipal Ward no. 10 within the limits of Panihati Municipality, Agarpara, Kolkata - 700 109.</p> <ol style="list-style-type: none"> 2. Hypothecation of receivables from sold and unsold units of the Project "Orchard 126" along with all cash flow and future receipts including insurance, etc. 3. Escrow routing of receivables (from sold & unsold units) of project "Orchard 126". TCHFL First Charge on project designated escrow account. 4. Asset cover of 1.75x and Net Receivable Cover of 1.50x to be maintained during live tenure of TCHFL loan. 5. Debt Service Reserve Account (DSRA), equal to 1-months' EMI on loan amount to be maintained during the currency of loan. (Either in the form of FD with lien marked to TCHFL or as float of equivalent amount in Escrow Account). 6. Registration of charge with ROCs within stipulated timeline of 30 days. 7. Registration of charge with Central Registry. 8. TCHFL shall be empowered to invoke Security / Collateral on occurrence of any one or more events of default. 9. Release of any security will be at sole discretion of TCHFL.
Escrow Arrangement	<p>Borrower/s would in respect the Project open such accounts as may be required by TCHFL and as may be required under the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations there under (collectively "RERA Act") with a scheduled bank designated by TCHFL.</p> <p>The waterfall mechanism and collection of all the receivables of the Project and the withdrawal from each of such account shall be in the manner as may be stipulated by TCHFL from time to time.</p> <p>TCHFL shall be entitled to audit such expenses and on its satisfaction may instruct Escrow Bank to permit / not permit the Borrower for drawl of the money.</p>

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Randata Commercial Pvt. Ltd. Nirmatmaya Projects Private Limited Rashed Rafique Pooja Bafna
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Mode of Repayment	<ol style="list-style-type: none"> 1. Pre Monthly Installment (Pre-MI) /Monthly Installments (MI) serviced by Auto Debit mode from Expense Escrow Account with designated escrow bank / RTGS / NEFT or any other mode. 2. Interest to be serviced on amount disbursed & outstanding loan component on monthly basis. 																								
Repayment Schedule	Pre-MI for the TL to commence from the date of first disbursement and to be paid till the principal moratorium period and MI for the TL to commence from the following month on the amount disbursed.																								
Monthly Installment (MI)	Rs. 54,91,017/- for 30 months' subject to variation in the PLR, remaining tenure of the loan and capitalization satisfaction.																								
Prepayment Penalty	<p>Prepayment penalty @2% plus applicable taxes on the principal prepaid at the time of prepayment.</p> <p>However, prepayment charges will not be levied in respect of the Principal amount being adjusted / repaid out of the sale proceeds of the said Project.</p>																								
Interest on default	Additional Interest @4% per month on delayed interest and principal installments. (Calculated from due date till the date of payment).																								
Disbursement	<p>Disbursement will be released in single / multiple tranche based on milestone defined subject to certification by Chartered Accountant and Panel Valuer.</p> <p>Disbursement milestones:</p> <table border="1"> <thead> <tr> <th colspan="3">Milestones</th> </tr> <tr> <th>Disbursement Tranche</th> <th>Construction Stage</th> <th>Booking Stage</th> </tr> </thead> <tbody> <tr> <td>400</td> <td>29%</td> <td>55% (88 units)</td> </tr> <tr> <td>300</td> <td>36%</td> <td>58%</td> </tr> <tr> <td>300</td> <td>43%</td> <td>60%</td> </tr> <tr> <td>200</td> <td>54%</td> <td>62%</td> </tr> <tr> <td>200</td> <td>60%</td> <td>65% %</td> </tr> <tr> <td>1400</td> <td></td> <td></td> </tr> </tbody> </table> <p>* Booking Stage is for Units allotted to TCHFL</p>	Milestones			Disbursement Tranche	Construction Stage	Booking Stage	400	29%	55% (88 units)	300	36%	58%	300	43%	60%	200	54%	62%	200	60%	65% %	1400		
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Disclosure Norms	Borrower would publish in all marketing material, the fact that the Project has been approved & financed by TCHFL. Borrower/developer to put up a board at the project site displaying that the project is approved and financed by TCHFL. The marketing materials / boards used by the Borrower for the Project would be subject to scrutiny by the TCHFL at any point of time.		
Pre – Disbursement Conditions	<ol style="list-style-type: none"> 1. List of Pre Disbursement Documents Required (As per Annexure IV) 2. Bookings to be verified prior to the disbursement. 3. Clear, Marketable & Unencumbered title to the properties provided as security. 4. Vetting Report from the empaneled lawyer. 5. Compliances required under the Companies Act 1956 and the Companies Act 2013 for the borrowings by the Public / Pvt. Ltd. Company. 6. Affidavit cum undertaking from the promoters that “M/s Oswal Towers LLP” shall not violate the sanction plan approved by the competent authority and that the construction shall be strictly as per sanction plan. 7. CA certified Net Worth statement applicable for all borrowers. 		
Takeover Conditions	N.A.		
Covenants	S. No.	Covenant	Timeline
	1	Creation of Security in favour of TCHFL in the form and manner acceptable to TCHFL (Applicable in case of Takeover)	Prior to disbursement
	2	CA certified End Usage Letter	Within 30 days of each disbursement tranche.
	3	Registration of TCHFL charge on properties with ROC. (Applicable in case of Companies and LLPs).	Within 30 days from the date of creation of charge.
	4	Monthly / Quarterly Report of Sales, Construction Progress & Collections of the project “Project Title”.	Within 7 days from the end of month / Quarter.
	5	Escrow account shall be opened with designated Escrow Bank.	Within 30 days of the first disbursement.
	6	CA Audit of Project Sales, Receivables,	Half yearly.

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		project Cost and Financials as per TCHFL policy.	
	7	Audited Financials of Borrower.	Within 180 days of the close of the financial year.
	8	Quarterly TDS Certificate	To be submitted within 30 days from the end of quarter.
Any non-compliance of above covenants will be treated as event of default.			
Other special conditions:	<ol style="list-style-type: none"> No Receivables/Equity takeout is permitted from the project. Further promoters' contribution (including Unsecured Loans), if required, to be brought in as per detailed in the cash flow prepared. If any unit is being sold at price lower than the Minimum Sale Price (Rs.3850/Sq. ft. for residential as considered for cash flow, the builder will deposit the difference amount in the escrow account and/or the capitalization is to be adjusted upward accordingly to maintain the minimum Receivable Cover and Asset cover. The Borrower shall pass on all leads / enquiries for home loan applications of individual purchasers to TCHFL, who shall have the first right to consider such applications as a Preferred Financier. Borrower to obtain NOC for sale of units in the project. Issuance of NOC will be at the sole discretion of TCHFL and further subject to escrowing of future receivables in designated escrow account and maintaining requisite security cover of the total loan amount outstanding. The Borrower will inform all the flat / unit purchasers sold/to be sold suitably that the amount towards demand raised has to be deposited in the designated Escrow account. The receivables from sold/unsold are to be deposited in designated escrow account. Property insurance in favour of TCHFL to be done within 30 days of the disbursement of the 1st tranche. TCHFL reserves the right to sell the unsold inventory at discount in the event of default. TCHFL reserves the right to rearrange the payment schedule and to call upon the Borrower/ its Directors/ Promoters to accelerate the payments, if Borrower's financial position so warrants. 		

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	<p>10. TCHFL reserves the right to inspect the work site and books of account of the Borrower by any of its officials; at the cost of borrower.</p> <p>11. All legal and incidental expense including valuation/ legal search /ROC search/ Stamp Duty and Out of Pocket expenses in connection with proposed credit facility will have to be borne by the Borrower.</p>
Validity	The sanction is valid for a period of 30 days from the date of issuance of this sanction letter.

This sanction letter is subject to satisfactory completion of comprehensive legal, financial, technical of security and other due diligence of the Borrower and Co-Borrower and execution of all such documents as may be required by TCHFL including documents required for valid security creation. The Borrower and Co-Borrowers shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of TCHFL for undertaking the due diligence.

This sanction letter supersedes all other sanction letter issued for this facility, if any.

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

General Terms and Conditions:

1. Borrower will comply for adherence of National Building Code (NBC) Specifications, formulated by Bureau of Indian Standards.
2. Borrower to adopt National Disaster Management Authority (NDMA) guideline to ensure safety of building especially against natural disasters.
3. 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, borrower shall reimburse to TCHFL 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 borrower in connection with the said loan facility.
4. All the assets to be charged to TCHFL have to be duly insured for all the risks (Construction at Risk-CAR) at borrower's cost, to be assigned in favor of TCHFL.
5. The borrower shall not raise any loans for the said project from any other source without prior written permission from TCHFL.
6. NOC from other Financial Institutions and / or Banks from where the Builder might have taken loans for any other Projects if such an approval is stipulated in the agreement / arrangement with them.
7. Borrower shall keep TCHFL informed of the happening of the event likely to have substantial affect on the profit / business or circumstances adversely affecting the financial position of borrower, its subsidiaries / group companies in which it has invested, including any action taken by creditors against the said companies, legally or otherwise.

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8. TCHFL reserves 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.
9. This sanction shall stand revoked and cancelled if:
 - a) There are material changes in the proposal for which the assistance is considered and in the information provided by borrower on the basis of which the loan has been sanctioned.
 - b) There are material changes in the Borrower's financial performance.
 - c) 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.
 - d) Unsatisfactory track record in respect of any other finance facility availed by the borrower.
 - e) Any other reason which can have a detrimental impact on the Project, its timely completion and/or Bookings.
 - f) Any information as may be required by TCHFL from the Borrower, Co-Borrowers and guarantors, time to time pertaining to the Project / secured Property is not furnished in the form prescribed / approved by TCHFL within a period of 30 days.
 - g) Borrower fails to comply with any of the provisions of RERA Act or fails to comply with any request of TCHFL either with respect to any act to be done or not done under RERA or otherwise.
 - h) If there is a revocation of registration by RERA.
10. An affidavit shall be submitted by the Borrower and/or property owner with regard to the Property that:
 - a) No proceedings under Income Tax Act and any taxation laws are pending or going on and no arrears of tax, including the interest in the respect of the security are pending.
 - b) The security is not attached by any Government/ Tax Authorities.
 - c) All the obligations/payments to Municipal Authorities etc. shall be made by Borrower/property owner in time.
 - d) The Property is in the possession of the Borrower/ Security provider.
 - e) No third party interest, including license/tenancy rights have been created or will be created without TCHFL prior written permission.
 - f) The Security is free from any court/municipal proceedings, attachments etc.
 - g) That the said security is free from all dispute, charges, taxes, litigation, attachment anywhere in India.

11. Undertaking from the Borrower and Co – Borrower that:

QSWAL TOWERS LLP

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MASHAMIRIT VENTURES PVT. LTD

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Sagarwal
[Signature]



- a) No suit / case has been filed by any banks or any Financial Institutions against borrowers or any of firms / companies in which they are partners / directors / guarantors. Further no account of the borrowing companies / firm / LLP or group companies / firms / LLPs has been declared NPA by any banks / Financial Institutions.
- b) All legal and incidental expense including stamp duty and out of Pocket Expenses in connection with the proposed credit facility will be borne by the Borrower.
- c) The transactions with the associate/ group concerns/ if any will be genuine trade transactions and on commercial terms.
- d) Borrower should not embark upon any expansion/ diversification/ restructuring/ alliance/ mergers/ acquisitions without prior permission in writing from us.
- e) Till repayment of TCHFL loan there should not be any change in capital structure / shareholding pattern / partnership of the Borrower / Firm without prior written permission of TCHFL.
- f) No case/proceedings are pending against them on account of any default/violations under FEMA, Customs, and Taxation and Exchange control Regulations.
- g) 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 TCHFL immediately. In case this information is found to be incorrect at a later stage or non-reporting of any subsequent proceedings, TCHFL is fully empowered to take criminal action/other suitable proceedings against the borrower.
- h) No person shall be inducted as Director / Partner of borrower entity whose name appears in the list of Willful Defaulters of RBI / NHB and if such a person is found as a Director in borrowing entity the applicant company / partner in the firm, the other Directors' / partners' would take expeditious and effective steps for removal of such person from the Board of the borrowing entity.
- i) All the assets charged to TCHFL has to be fully insured against all risks during the currency of TCHFL loan.
- j) The unsecured loans raised from friends, relatives and directors etc. for this project shall remain in this project business on continuous basis and these loans shall not be withdrawn during the currency of the loan without prior written permission from TCHFL and such loans shall be subordinated to TCHFL loan.
- k) Borrower will notify TCHFL of impacts on its financial position/ performance periodically. The Borrower will keep TCHFL informed of any circumstances adversely affecting its financial position.
- l) Periodic information as required by TCHFL will be submitted whenever required.
- m) Borrower shall in addition to any other data, books and accounts maintained in the ordinary course of business furnish / provide within 30 days from the date of requisition. In case of as non-compliance, it will be treated as default and penalty may be charged.
- n) Borrower shall not create any further charge on the security offered to TCHFL, without written approval from TCHFL.
- o) The proposed loan will be utilized only for the intended purpose.

S. Bafna

QSWAL TOWERS LLP

S. Bafna

Authorized Designated partner

Dhansree Highrise Private Limited

S. Bafna

Director/Authorised Signatory

Panchparv Commodore Pvt. Ltd

S. Bafna

Director/Authorised Signatory

Mashamrit Vintrage Pvt. Ltd

S. Bafna

Director/Authorised Signatory

BlueLand Promoters Private Limited

S. Bafna

Director/Authorised Signatory

Madhushan Complex Private Limited

S. Bafna

Director/Authorised Signatory

Shivashi Exports Pvt. Ltd.

S. Bafna

Director/Authorised Signatory

Randata Commercial Pvt. Ltd

S. Bafna

Director/Authorised Signatory

Nirmalmaya Projects Private Limited

S. Bafna

Director/Authorised Signatory

Rashmi Bafna

Pooja Bafna

Sagarwal

S. Bafna

TATA CAPITAL HOUSING FINANCE LIMITED

Corporate Identity Number U67190MH2008PLC187552

Park Plaza 2nd Floor Flat No. 2C & 2D South Block 71 Park Street Kolkata 700 016

Tel 91 33 6652 2300

Registered Office 11th Floor Tower A Peninsula Business Park Ganpatrao Kadam Marg Lower Parel Mumbai 400 013 India



- p) During the currency of our loan, borrower shall not, without TCHFL's permission in writing
 - Implement any scheme of major expansion and acquire fixed assets.
 - Make investments/advances or deposit amounts with any other concern from TCHFL funds.
 - Undertake guarantee or obligations on behalf of any other firm/company.

12. The Sanction is subject to following Real Estate Regulatory Authority (RERA) Compliances, if RERA is in effect within the state:

- a) The project to be compliant with RERA guidelines;
- b) Borrower and Project at the time of execution of this Sanction Letter, have been in compliance and shall continue to comply with the provisions of RERA Act. The Borrower shall execute all such documents, get all such approvals and make all such representations as may be required by TCHFL from time to time in order to ensure that the Project and Borrower are in compliance with all the provisions of RERA Act;
- c) Borrower shall forthwith disclose the details of the loan provided by TCHFL on the website of the RERA;
- d) Borrower shall forthwith intimate TCHFL about any claims, notices, intimations etc. as may be received from any of the allottees, RERA or any other person in relation to the Project;
- e) Borrower shall obtain the written consent of TCHFL prior to proposing any change in the sanctioned/proposed plan of the Project, which may change the projected cash flows of the Project as disclosed to RERA and TCHFL;
- f) Without prejudice to the other rights of TCHFL and/or the provisions of this Sanction Letter and/or the other documents in relation to the Loan, the Borrower shall provide forthwith a copy of certificates, information, documents and updates as may be provided/required to be provided to RERA under the RERA Act and/or the rules and regulations there under;
- g) Borrower shall ensure that the stage wise time schedule of the Project as disclosed to RERA and the allottees at the time of allotment are adhered to;
- h) Borrower shall do all such acts as may be required to ensure that the completion/ occupancy certificate (as defined under the RERA Act) for the Project is obtained on or before the date of completion as disclosed to the allottees and RERA;
- i) Borrower shall not make any false/incorrect representations/disclosures to RERA or any of the allottees or TCHFL;
- j) In the event any interest or penalty is required to be paid by the Borrower to any person pursuant to the provisions of RERA Act, the Borrower shall pay such interest and/or penalty from its own sources (without creating any encumbrance over the Project or any part thereof);
- k) Without prejudice to the other rights of TCHFL and/or the terms and conditions of the documents in relation to the amount sanctioned hereunder, in the event the non-registration by RERA, the same shall be treated as an event of default;

QSWAL TOWERS LLP

S.B. Jha

S.B. Jha

Dhanshree Highrise Private Limited

Panchparv Commercial Pvt. Ltd

Authorized Designated partner

Rashmi V. Intra Pvt. Ltd

S.B. Jha

S.B. Jha

S.B. Jha

Director/Authorised Signatory

Director/Authorised Signatory

Director/Authorised Signatory

BlueLand Promoters Private Limited

Madhudhan Complex Private Limited

Shivashi Exports Pvt. Ltd.

S.B. Jha

S.B. Jha

S.B. Jha

Director/Authorised Signatory

Director/Authorised Signatory

Director/Authorised Signatory

Randata Commercial Pvt. Ltd.

Nirmalmaya Projects Private Limited

Rashmi Bagra

S.B. Jha

Pooja Bagra
Agarwal

Director/Authorised Signatory

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Yours truly,
For Tata Capital Housing Finance Limited,

Name: Suman Ghosal;
Designation: Regional Manager, Developer Finance Business – East.

Accepted by:

M/s Oswal Towers LLP	OSWAL TOWERS LLP S.B. Bafna Authorized Designated partner
Mr. Saurav Bafna	S.B. Bafna
Mr. Sachin Bafna	S. Bafna
Mr. Amit Kumar Agarwal	A. Agarwal

Madhuvan Complex Private Limited

S.B. Bafna

Director/Authorised Signatory

Blueland Promoters Private Limited

S.B. Bafna

Director/Authorised Signatory

Rashlamrit Vintrades Pvt. Ltd

S.B. Bafna

Director/Authorised Signatory

Nirmalmaya Projects Private Limited

S.B. Bafna

Director/Authorised Signatory

Randata Commercial Pvt. Ltd

S.B. Bafna

Director/Authorised Signatory

Shivrashi Exports Pvt. Ltd.

S.B. Bafna

Director/Authorised Signatory

Panchparv Commodal Pvt. Ltd

S.B. Bafna

Director/Authorised Signatory

Dhanshree Highrise Private Limited

S.B. Bafna

Director/Authorised Signatory

A. Agarwal

Rashmi Bafna

Pooja Bafna
S. Agarwal

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7 signs to
8 more
require



M/s Rashiamrit Vintrade Pvt. Ltd.	Rashiamrit Vintrade Pvt. Ltd. S.B. Das Director/Authorised Signatory
M/s Nirmalmaya Projects Pvt. Ltd.	Nirmalmaya Projects Private Limited S.B. Das Director/Authorised Signatory
M/s Panchparv Commodal Pvt. Ltd.	Panchparv Commodal Pvt. Ltd. S.B. Das Director/Authorised Signatory
M/s Madhudhan Complex Pvt. Ltd.	Madhudhan Complex Private Limited S.B. Das Director/Authorised Signatory
M/s Randata Commercial Pvt. Ltd.,	Randata Commercial Pvt. Ltd. S.B. Das

OSWAL TOWERS LLP

Director/Authorised Signatory

S.B. Das
Authorized Designated partner

Chansree Highrise Private Limited

Blueland Promoters Private Limited

S.B. Das

S.B. Das

Director/Authorised Signatory

Director/Authorised Signatory

Shivrashi Exports Pvt. Ltd.

S.B. Das

Director/Authorised Signatory

Rashmi Bagua

Pooja Bagua
S. Agarwal

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M/s BlueLand Promoters Pvt. Ltd.	<p>BlueLand Promoters Private Limited</p> <p>S.B. [Signature]</p> <p>Director/Authorised Signatory</p>
M/s Dhanshree Highrise Pvt. Ltd.	<p>Dhanshree Highrise Private Limited</p> <p>S.B. [Signature]</p> <p>Director/Authorised Signatory</p>
M/s Shivrashi Exports Pvt. Ltd.	<p>Shivrashi Exports Pvt. Ltd.</p> <p>S.B. [Signature]</p> <p>Director/Authorised Signatory</p>

OSWAL TOWERS LLP

Annexure:

Annexure I - Cash Flows for the Project

Madhuchan Complex Private Limited

S.B. [Signature]
Director/Authorised Signatory

Rashmrit Vintrade Pvt. Ltd

S.B. [Signature]
Authorized Designated partner
Director/Authorised Signatory

BlueLand Promoters Private Limited

S.B. [Signature]
Director/Authorised Signatory

Nirmalmaya Projects Private Limited

S.B. [Signature]
Director/Authorised Signatory

Panchparv Commodeal Pvt. Ltd

S.B. [Signature]
Director/Authorised Signatory

Handata Commercial Pvt. Ltd

S.B. [Signature]
Director/Authorised Signatory

S.B. [Signature]

S.B. [Signature]

[Signature]

Rashmi Bafna

Pooja Bafna
S. Agarwal

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Annexure II- List of unsold Units

Annexure III - Details of Landowners and Leaseholder:

Name of Land owner: Rashiamrit Vintrade Private Limited, Nirmalmaya Projects Private Limited, Panchparv Commodal Private Limited, Madhudhan Complex Private Limited. Randata Commercial Private Limited, Blueland Promoters Private Limited. Dhanshree Highrise Private Limited & Shivrashi Exports Private Limited.;

Name of Developer of Land: **M/s Oswal Towers LLP.**

Annexure IV – List of Pre Disbursement Documents Required:

- a) Accepted sanction letter,
- b) Duly Executed Facility Agreement and other legal security documents with the Borrower and Guarantor,
- c) Partnership Authority Letter,
- d) Demand Promissory Note,
- e) Declarations / Undertakings / Affidavits, etc., if required;
- f) Escrow Account & documentation,
- g) Lien Letter on sale proceeds,
- h) Registered mortgage on security and hypothecation of Receivables,
- i) Extension of charge on Existing Security, if any;
- j) Approved maps, permissions etc.,
- k) Notarized Power of Attorney to be executed in favor of TCHFL authorizing TCHFL 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,
- l) Constitutional documents,
- m) Signature Verification of the signatories to the Facility Agreement,
- n) Self-attested KYC documents, ITR & Financials of Borrower, Co-borrower, Promoters, Guarantors / Authorized Signatories.
- o) Title search Report (by TCHFL Empanelled lawyers),
- p) Valuation report from two Empanelled Technical Valuer/s on TCHFL format with comments on availability of all statutory approvals required for the project.
- q) Security PDC's as per TCHFL policy to be collected,
- r) CA certified latest list of partners with profit sharing ratio.
- s) CA certified Net Worth statement applicable for all borrowers.
- t) The cash flows duly signed by the borrower/ developer.

Dhanshree Highrise Private Limited

S.B. Bafna

Director/Authorised Signatory

Panchparv Commodal Pvt. Ltd

S.B. Bafna

Director/Authorised Signatory

OSWAL TOWERS LLP

S.B. Bafna

Authorized Designated partner

Rashiamrit Vintrade Pvt. Ltd

S.B. Bafna

Director/Authorised Signatory

Blueland Promoters Private Limited

S.B. Bafna

Director/Authorised Signatory

Madhudhan Complex Private Limited

S.B. Bafna

Director/Authorised Signatory

Shivrashi Exports Pvt. Ltd.

S.B. Bafna

Director/Authorised Signatory

Randata Commercial

S.B. Bafna

Director/Authorised Signatory

Nirmalmaya Projects Private Limited

S.B. Bafna

Director/Authorised Signatory

Rashmi Bafna

Pooja Bafna

S. Agarwal

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- u) Approved plans and all permissions applicable for the project.
- v) Any other documents, information, certificates etc. as may be required by TCHFL.

QSWAL TOWERS LLP

S.B. Bafna
Authorized Designated partner

S.B. Bafna

Dhanshree Highrise Private Limited

S.B. Bafna
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S.B. Bafna
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Madhuram Complex Private Limited

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Shivashi Exports Pvt. Ltd.

S.B. Bafna
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Randata Commercial Pvt. Ltd

S.B. Bafna
Director/Authorised Signatory

Madhav Projects Private Limited

S.B. Bafna
Director/Authorised Signatory

Aditya Agarwal

Rashmi Bafna

Pooja Bafna
S. Agarwal
S.B. Bafna

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