Date 2nd May 2018

To Rajwada Developer Kolkata

Dear Mr. Parveen Agarwal

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 15 Crores towards project "Rajwada Altitude"

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

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

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 5 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 20 days from the date of acceptance of this Letter, the Offer shall automatically lapse without any further communication, unless the validity of the Offer is expressly extended / revived by HFL in writing.

Regards,

Punit Singhania

Authorized signatory

Approved and accepted by the B. rrower

Signature(s)

Date

Name

Designation

Bajaj Housing Finance Limited

Branch Office: Infinity Benchmark, #1201, 12th Floor, Plot-G-1, EP & GP Block, Near RDB Big Cinema, Sector V, Salt Lake, Kolkata - 700091
Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India Corporate Office: 4th Floor, Bajaj Finserv Corporate Office, Off Pune-Ahmednagar Road, Viman Nagar, Pune - 411 014, Maharashtra, INDIA

Tel.: +91 33 30213300

Terms and Conditions

Borrower	Rajwada Developer				
	Rajwada Group				
	Parveen Agarwal				
	 Bikash Agarwal 				
Co-borrower/s	 Sarla Agarwal 				
	 Rajwada Developers Pvt. Ltd. 				
	 Jiten Commercial Pvt. Ltd. 				
	 Kriston Merchants Pvt. Ltd. 				
Developer	Rajwada Developer		7714.		
Lender	Bajaj Housing Finance Limited				
Project	Rajwada Altitude				
	Rupee Term Loan not exceeding Rs. 15 crores (Rupees Fifte	en Crores) f	r the purpose		
Families.	of takeover of loan from Tata Capital Housing Finance Ltd	, constructic	and genera		
Facility	working capital requirements of the Project "Rajwada Al	titude" refe	red to as the		
	"Facility".				
	 The facility will be used towards 				
	o Rs. 4.99 crore towards closure of loan availed f	rom Tata C.	pital Housing		
Purpose of	Finance Limited.				
facility	o Rs. 2.01 crore towards construction cost of the Pro				
	The facility either in part or full will not be used for invest		al markets o		
	 any other activity which is prohibited as per RBI or any ille As on date, the Reference Rate of BHFL - I- FRR HFC 				
	 spread is 0.40% per annum and the applicable rate is 1: In the event of any change in the Reference Rate methodology of computation of Reference Rate, applicable laws, the "spread" would be appropriately b BHFL may reduce the spread as indicated below 	e due to α if permissit	nange in the		
Interest on the	Retail Home Loan conversion for BHFL from the borrower projects	Spread rec	uced by		
facility	Upon conversion of home loan in the first 6 months or earlier for 25% value of disbursement	0.10%			
	Upon conversion of home loan in the first 18 months or earlier for 40% value of disbursement	0.15% (Ci 0.25%)	mulative		
	Upon conversion of home loan in the first 24 months or earlier for 50% value of disbursement	0.15% (Ct 0.4%)	mulative		
	The borrower will pay 1.00% of the facility amount plu	is all applic.	ble taxes an		
Processing	statutory levies thereupon issuance of final sanction letter.				
fees	The Borrower will pay the charges towards legal diligence valuation of the project.	and technic	al evaluation		
Home Loan	Borrower will share details of prospective customers of the projet to BHFL for fulfilling Home Loan requirements of such customers on an ongoing basis till closure of facility.				

Punit Anghamia

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	Once borrower shares prospect	ive customers details, BHFL w	vill reserve th	he first righ	
	of refusal for all prospective h				
	Altitude". However, the decision to avail the home loans shall be the sa the prospective buyer.				
		1 1 1 1	o postanester e	1	
nsurance	 Project "Rajwada Altitude" to be insured and the policy to be assigned in favor of 				
	Bajaj Housing Finance Ltd.				
	 No prepayment charges thro 	oughout the tenure of the fac	cility if pre a	ayments are	
December	done from cash flows of the				
Prepayment	 4% prepayment charges if p 	repayment done from cash f	lows othe	than projec	
	cash flow within the tenure of	of the loan			
	Upfront disbursement of Rs. 7	ers out of which Rs. 4.99 ers	in favour ci	Tata Capita	
	Housing Finance Limited and d				
	project upon perfection of secu				
	in the sanction letter and Facil	lity Agreement. Balance amo	ount of Rs. 8	3 Crs will be	
Disbursement	disbursed upon compliance of s	sales and construction milest	one.		
Schedule					
Scriedule	% of Project Cost Incurred	Tranche Disbursement	Increm in	ntal Sales	
	(Excluding Land & Interest)	(In Rs. Crs)	(Ln	its)	
	41%	3.00	r.	5	
	57%	2.50	(5	
	68%	2.50		7	
Tenure and Repayment	Amount credited in the escre	ow account from the first da	te of disbu s	ement to b	
	period which will be the Idea POS will be calculated for all from the Ideal POS every mo	account till the maturity of vill be transferred to the e end of the moratorium pervided by remaining Loan Tenthly Principal (EMP), and will	riod, the and the control of the end of a torium pero deducting to manage against the end of a torium pero deducting to mpared against the end of a torium pero deducting to mpared against the end of	in the belowed the count of the count will be a stant for the count of	

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	Cashflows	Escrow Swee			
	Upto Rs. 5 Crs	10%			
	From Rs. 5.01 Crs to Rs. 10.00 Crs	20%			
	From Rs. 10.01 to Rs. 20.00 Crs-	50%			
	Above Rs. 20.00 Crs	65%			
	Scheduled repayment of EMP inclusive of escr	7 60 7 500 7 5			
Scheduled receivables	• The horrower will maintain a minimum net receivable cover of 1.75 time				
	 The Borrower to open escrow accounts with The borrower shall ensure that all the schedeposited only in the escrow account. Amount credited in the escrow account from transferred to the sweep-in account till the ratio. Remaining amount will be transfer borrower. 	n the first date of disbu sement to b maturity of the facility in the below			
	Cashflows	Escrow Swee			
	Upto Rs. 5 Crs	10%			
	From Rs. 5.01 Crs to Rs. 10.00 Crs	20%			
	From Rs. 10.01 to Rs. 20.00 Crs 50%				
	Above Rs. 20.01 Crs	65%			
	Inflows in the escrow account shall compris				
	- All revenue with regard to sale proceeds				
scrow	- Receipts on account of deposits, service charges, utility payments etc.				
account	 Other receivables like insurance proceeds, enforcement proceeds, general compensation. 				
	- Escrow sweep agreement will be approved by credit based on project cas flows				
	 BHFL will have full authority to monitor and operate the account as it deem fit/necessary. 				
	 The escrow account shall be maintained by the borrower during the entire tenur of the facility and shall not be closed without prior written consent and approv of BHFL. 				
	 All costs, charges and expenses in connection with the operational of the escro account shall be borne by the borrower. The borrower shall enter into agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL. 				
	acceptable to BHFL.				

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	BHFL will have the first right to adjust the sale proceeds against the principal
	outstanding/other dues in respect of the facility.
	BHFL reserves the right to set up a standing instruction to transfer cally the funds
	credited in the escrow account to be transferred to the sweep in ac ount of BHFL
	The borrower can accelerate the repayments at any point during he tenure of
	the facility without any prepayment charges
	Exclusive First Charge by way of registered mortgage on unscld units and
	Exclusive first charge on proportionate share on land pertaining to project
	"Rajwada Altitude"
	- Literation of schodulad caraivables romsold and
	unsold units of the Project and all insurance proceeds, both prese it and future
	cash flows of Project "Rajwada Altitude"
ecurity	Exclusive Charge on the escrow accounts of the Project and all monies
	credited/deposited therein (in all forms).
	 Security cover to be maintained during tenure of loan is 1.75x.
	and southelled through an escrew
	arrangement.
	Escrow arrangement and Security to be created before disbursement
NA FORES	• The securities should provide a minimum security cover of 1.75x times of the
Other	Facility Amount at all times during the tenor of the Facility as per viluation done
securities	by BHFL empaneled Valuer.
	The obligations of BHFL to disburse the Facility shall be subject to he Borrower
	complying the following Conditions Precedent
	 Escrow account to be operational with the designated bank.
	 Borrower shall execute the financing/loan documents as per BHFL equirements
	Creation of security in the form and manner acceptable to BHFL and all expenses.
	to relating to security creation to be borne by borrower
	Satisfactory completion of all diligences
	 Undertaking from the borrower stating clearly sold and unsold unit in the Project
	 Company certified cash flow statement for the entire tenure of the facility
	 CA certified net worth statement of promoter/partners
	 CA certified net worth statement of the borrowing entity
Pre-	 CA certified statement of total cost incurred on the Project
disbursement	 Certificate from practicing Company Secretary that the Rajwada Levelopers Pvt
conditions	Ltd is an operational company as per the records of Registrar of Companies West
	Bengal and features in the list of companies maintained by the Relistrar.
	Addendum Agreement between the landowners Parekh family and Rajwada
	Developer (loan applicant) to be obtained extending the time amit upto the
	completion for construction of the project "Rajwada Altitude' which is currently
	within 24 months from the date of obtaining sanctioned plans from Rajpur-
	Sonarpur Municipality as well as from the date of getting possession from the
	owners whichever is later.
	Draft sale agreement / demand letters incorporating condition that the booking
	money / payments need to be made in favour of the escrow account with the
	designated bank for the Project.
	designated bank for the Froject.

Punit Singhania

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	 Letter from Tata Capital Housing Finance Limited mentioning the current outstanding of the facility and list of documents held with them. Confirmation from Tata Capital Housing Finance Limited that the elisting facility is not linked with any other facility and the documents will be released upon closure of facility. Undertaking/Indemnity from developer stating, "Developer agreeing to indemnify Bajaj Housing Finance Limited against any claims or loss that may occur or arise due to the non-registration or delayed registration under FERA".
Conditions to be satisfied within 30 days from first disbursement	 BHFL should receive No dues certificate within 15 days from the dite of release of payment to Tata Capital Housing Finance Limited. Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. Execution of Registered Mortgage of Project Land and unsold units in favor of BHFL. The Borrower is required to insure the Project against standard risks for an amount not less than the outstanding principal during the live Lenure of the facility. The property shall be adequately insured and copies of insulance policies with assignment in favour of lender as loss payee would be made available in case of the occurrence of such event.
Event of default	The following events will, inclusive and not restricted, will constitute an event/s of default. Failure to service debt or any other amount under the Loan Agreements when due and if not cured within 7 days Failure to deposit receivables as documented in the loan documents in the designated escrow account Breach of any representation and warranty by the Borrower and sponsor Breach of covenant or undertaking or other obligation Any order passed for winding up/ dissolution / or filing of bankruptcy Cessation of business Repudiation Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them Any change constitution of partnership without written consent from BHFL. Any of the Financing Agreements becomes unenforceable against the Borrower. When the RERA Authority is said to be functional, the Builder/Developer should go ahead and ensure compliance of the same by appropriate Registration and submit to us a proof of the same as prescribed by the RERA authority after the RERA Authority starts functioning.
Consequences of default	 Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements Accelerate maturity of the facility together with all accrued interest and declare all amounts payable by the Borrower in respect of the facility to be due and payable immediately Suspend and terminate all undrawn commitments

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	 Revise the rate upward by 400 basis points
	All expenses incurred after default has occurred in connection with preservation
	of the Borrower assets (as on date of default) and Collateral Security and collection
	of amounts due under facility agreement shall be payable by the Bo rower
	Borrower needs to submit a monthly MIS/report providing details of sales in the
	Project and construction progress.
	Borrower needs to submit CA Certified statement of cost incurred to BHFL before
	every tranche disbursal.
	Developer to ensure that the net worth of the entity "Rajwada Dev loper" would
	always be maintained at a minimum of Rs. 0.10 Crs during the entire tenure of
	BHFL Loan.
	 In case where buyers who desires to purchase unit in the Project and who intends
	to avail the loan, the Borrower shall refer such buyers to BHFL who shall offer
	loans to them for which BHFL may customize special scheme for the Project. The
	Borrower shall also share details of such buyers with BHFL to enable it to offer
	their schemes of the loan.
	Right to step in to the Project in case default remains uncured for ertain period
	including appointing other contractors to complete the Project.
	Borrower to undertake & confirm to complete the entire Proje t in event of
	escalation of Project cost.
	The Borrower shall obtain a written "No Objection Certificate" (NCC) from BHFL
	before entering into agreements with prospective buyers for sale of units in the
	Project within 30 days or if Developer collects more than 10% of the agreement
	value. The lender shall provide NOC on monthly basis for all the agreements
Other	which the borrower has entered into previous month to avoid operational
covenants	hassle'.
	Net worth of the applicant "Rajwada Developer" should remain positive for the
	entire BHFL loan tenor.
	Borrower will not sell a substantial portion of the units without prior consent from BHFL.
	and the second s
	The Project must be RERA complaint as per the stated laws if and when applicable.
	The Project sale agreements/demand letters to incorporate a condition that the
	booking money / payments need to be made in favor of the escrovaccount with
	the designated bank for the Project. Such draft sale agreements/a amand letters
	to be shared by the Borrower prior to disbursement.
	The Borrower will not borrow from any other bank/financial institution for this
	Project without prior permission from BHFL:
	The company will not make any transfers in the form of withdraw I of capital or
	unsecured loans to the holding company without prior consent of 3HFL.
	The company will not repay any monies brought by the Holding Company
	principal shareholders by way of deposits / loans and advances during the
	currency of the facility.
	The holding company should not withdraw the profits e rned in the
	business/capital invested in the business without meeting the inst illment/dues/
	overdue under this facility. Dividend if any paid should be paid afte clearing dues
~:	to BHFL
0 1	

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	 The Borrower to display prominently about financial assistance from BHFL in all marketing communication and brochures. All such communication through newspapers/magazine advertisements of the Project financed by BHFL should have the declaration stating that "Project financed by Bajaj Housing Finance Ltd" Appropriate hoardings/display boards to be displayed at the Project site specifically stating that "Project financed by Bajaj Housing Finance td" Adherence to the building norms and technical specifications as aid down by National Building Code (NBC). Adherence to the Ministry of Environment and Forest Notification No.S.O.2804 (E) dated 03-Nov-2009 on fly ash and shall continue to be in adherence to the said notification during the tenure of the facility Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infras ructure shall continue to be in adherence to the said guideline at all times. BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan. During the currency of the loan Borrower shall not, without price approval in writing Affect any change in the capital structure of the firm/company. Formulate any schemed of amalgamation / reconstitution Undertake guarantee obligations on behalf of any othe Borrower / organization. Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL. Permit any transfer of the controlling interest or make any drustic change in the management set up. Divert/utilize funds to other associates/group companies Change the Project plan originally submitted during the applic, tion of facility <!--</td-->
Assignability	BHFL shall have the right to assign, transfer, sell, pledge or hypothecase the facility, receivables, the security, rights, benefits and any other interest created in its favor under any of the agreements or hereunder without prior concurrence or intimation to the Borrower or to any other bank / lender or financial institution.
Audit	 BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds. BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion

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Details of	unsold units (mortgaged to B	HELL
Decuis Or	dillouid dillica	Inortedecu to D	

Sr. No.	Flat no.	Configuration 2/3 BHK	Salable Area of Fla (Sq. Ft.
1	1/1A	ЗВНК	1596
2	1/18	2ВНК	1459
3	1/1C	2BHK	1454
4	1/10	2BHK -	1473
5	1/2A	ЗВНК	1596
6	1/2B	2ВНК	1459
7	1/2C	2BHK	1454
8	1/2D	2BHK	1473
9	1/3A	ЗВНК	1596
10	1/3B	2BHK	1459
11	1/3C	2BHK	1454
12	1/3D	2ВНК	1473
13	1/4A	ЗВНК	1596
14	1/4B	2ВНК	1459
15	1/4C	2ВНК	1454
16	1/4D	2ВНК	1473
17	1/5C	2BHK	1454
18	1/5D	2ВНК	1473
19	1/6C	2BHK	1454
20	1/6D	2ВНК	1473
21	1/7A	3ВНК	1596
22	1/7C	2BHK	1454
23	1/7D	2ВНК	1473
24	1/8D	2ВНК	1473
25	1/98	2ВНК	1459
26	1/9C	2ВНК	1454
27	1/9D	2BHK	1473
28	1/10A	ЗВНК	1596
29	1/10D	28HK	1473
30	1/11A	ЗВНК	1596
31	1/11B	2BHK	1459
32	1/11C	2BHK	1454
33	1/11D	2BHK	1473
34	1/12A	ЗВНК	1596
35	1/12B	2ВНК	1459
36	1/12C	2BHK	1454
37	1/12D	2ВНК	1473
38	1/13A	ЗВНК	1596
39	1/13C	2ВНК	1454
40	1/13D	2ВНК	1473
41	1/14A	ЗВНК	1596
42	1/14C	2ВНК	1454
43	1/15A	ЗВНК	1596
44	1/15C	2BHK	1454

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45	1/15D	2BHK	1473
46	1/16A	ЗВНК	1596
47	1/16B	2BHK	1459
48	1/16C	28HK	1454
49	1/16D	2ВНК	1473
50	1/17A	ЗВНК -	1596
51	1/178	2ВНК	1459
52	1/19A	ЗВНК	1596
53	1/198	2BHK	1459
54	1/19C	2BHK	1454
55	1/19D	2BHK	1473
		Total	82,312

Details of Sold flats

Sr. No.	Flat no.	Configuration 2/3 BHK	Salable Area of Flat (Sq. Ft.)	Total value (In Rs.)	Received till date (In Rs.)	Committed re eivables (In Rs.)
1	1/5B	2ВНК	1459	6,897,500	102,850	6,794,650
2	1/6B	2BHK	1459	7,129,375	97,090	7,032,285
3	1/78	2BHK	1459	7,038,450	360,360	6,678,090
4	1/8A	ЗВНК	1596	7,843,850	4,718,747	3,125,103
5	1/88	2BHK	1459	7,219,600	899,292	6,320,308
6	1/8C	2ВНК	1454	6,597,600	899,292	5,698,308
7	1/9A	ЗВНК	1596	7,582,000	180,180	7,401,820
8	1/10B	2BHK	1459	4,995,000	299,000	4,696,000
9	1/10C	2ВНК	1454	7,440,550	4,464,330	2,976,220
10	1/13B	2BHK	1459	7,115,750	1,792,693	5,323,057
11	1/148	2BHK	1459	7,406,750	4,444,051	2,962,699
12	1/14D	2BHK	1473	4,989,950	1,932,000	3,057,950
13	1/15B	2BHK	1459	7,261,250	4,345,959	2,915,291
14	1/17C	2BHK	1454	7,193,200	3,596,600	3,596,600
15	1/17D	2ВНК	1473	5,702,800	3,387,409	2,315,391
16	1/18A	ЗВНК	1596	6,145,600	3,670,393	2,475,207
17	1/18B	2BHK	1459	7,389,675	948,791	6,440,884
18	1/18C	2BHK	1454	7,720,000	180,180	7,539,820
19	1/18D	2BHK	1473	5,702,800	3,446,434	2,256,366
19	1/100	Total	28,154	129,371,700	39,765,651	89,606,049

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