

Date: 30th September 2020

To Oswal Properties Pvt. Ltd. Kolkata

Dear Mr Saurav Bafna, Mr Sachin Bafna and Mr Amit Agarwal

Sub: Financial Assistance by way of Rupee Term Loan of Rs. 10 Crores towards project "Oswal Avaasa"

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

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

Unless BHFL receives duplicate copy of this Letter, duly signed in token of acceptance, within 3 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 30 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 BHFL in writing.

Regards

Authorized signatory

Approved and accepted by the Borrower

Signature(s)

Date

Name

Oswal Properties Private Limited

Designation

Director

BAJAJ HOUSING FINANCE LIMITED

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Garg House, 3rd Floor Opp Flemming Hospital11a/1D, East Topisa Road, Kolkata, Topisa, West Bengal - 700046, India Corporate Office; Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 0 14

Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. L65910MH1987PLC042961











Terms & Conditions:

Borrower	Oswal Properties Pvt. Ltd.
Co-Borrower	Sourav Bafna Sachin Bafna Amit Agarwal Pooja Bafna Rashmi Bafna Sunita Agarwal
Developer	Oswal Group
Lender	Bajaj Housing Finance Limited.
Project	Oswal Avaasa
Facility	Loan not exceeding Rs. 10,00,00,000/- (Rs Ten Crores only) for the purpose of general working capital requirements of the Project "Oswal Avaasa" referred to as the "Facility".
Purpose of Facility	 Facility will be used towards construction cost and/or working capital requirement of the Project The Facilities, either in part or in full, will not be used for investment in capital markets or any other activity which is prohibited as per RBI or any illegal activity.
Tenure	Total tenure not exceeding 54 months including Principal standstill period of 27 months from date of first disbursement of Facility
Interest on the Facilities	 As on date, the Reference Rate of BHFL-I-FRR HFCINS is 13.70% per annum, spread is -0.45% per annum and the applicable rate is 13.25% per annum. In the event of any change in the Reference Rate due to change in the methodology of computation of Reference Rate, if permissible under the applicable laws, Regulations, Circulars, the "spread" would be appropriately reset by BHFL.
Processing fees for Facilities	 The Borrower will pay 1.25% of the Facility Amount plus all applicable taxes and statutory levies thereupon issuance of final sanction letter. The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project. The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days from the date of issuance.





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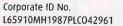
Home Loan	 BHFL will have first and exclusive right for Home Loans on all units sold, only if BHFL refuses t sanction home loan within 10 days, the buyer can avail home loan from other financier/bank Customer here with undertake to provide all project walk-in data to BHFL on real time basis. BHFL reserves the right to release NOC to any other financial institution in case a home buye decides to avail home loan facility from any other financial institution. 				
Insurance	Project "Oswal Avaasa" to be i Ltd. Insurance for the full loan	insured and the policy to b	e assigned in favour	of Bajaj Housing	Finan
Property sales	The Borrower will pay minimudefinitive agreements for sale	ım 3% of consideration fo	r units sold by BHFL	in the Project. D	etaile
Marketing	 The Borrower agrees and confirms that while undertaking any marketing activity with respect the Project, the Borrower will disclose that the Project has been financed by the Lender in the pamphlets, brochures, advertisement hoarding, boards, mailers etc. pertaining to the Project. The Borrower will allow display boards at the Project site stating that the Project has been finance by BHFL. Further, the Borrower will not remove such boards without specific permission from the 				
	Lender.	ower will not remove such	n boards without spe	cilic permission fr	rom ti
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amount has been used towards project.

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- Sales will be considered for only Sanctioned Units.
- The achievement of the Sales milestones, Cash flow and Tranche disbursal amount will be ascertained and considered as per the internal parameters of BHFL at its sole discretion.
- Entire loan funded by BHFL, collections from sale of units in the project as well as Borrower equity infused in the project to be utilized only for construction of the funded project, except as agreed during the loan sanction. In case of any non-compliance, the Lender reserves the right to increase the ROI of the loan upto 4% per month on the entire loan outstanding.
- The Borrower agrees and undertakes to repay principal amounts by way of scheduled repayment of the facilities to BHFL in 27 months after principal standstill period of 27 months from the date of first disbursement.
- Interest to be serviced monthly during the principal standstill period from the current account of the Borrower through ECS/PDC's/NACH.
- Due date for the repayment will be 15th of every month
- Amount credited in the escrow account from the first date of disbursement to be transferred to the sweep-in account till the maturity of the facilities in the below ratio. Remaining amount will be transferred to the current account of the Borrower.

Period (in Months)	Collection Amount (Developer Share)	Sweep
1st to 12th Month	Upto Rs. 3.80 Crs	20.00%
13th to 27th Month	From Rs. 3.81 Crs to Rs. 11.05 Crs	30.00%
28 th month onwards	From Rs. 11.06 Crs to Rs. 23.88 Crs	55.00%

Repayment for **Facilities**

Once Project is completed, sweep will be increased to minimum 80%.

The sweeps will be increased as per collection milestones or as per timeline method whichever is earlier.

- Scheduled repayment of EMP inclusive of escrow repayments till closure of facility.
- The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and also at the time of the disbursement of each tranche.

Calculation of Equated Monthly Principal (EMP) after the end of principal standstill period: At the end of the principal standstill period, the total disbursed amount will be divided by remaining tenure. This amount, called Ideal EMP, will remain constant for the remaining loan tenure until any additional disbursal done in loan account. Such Ideal EMP will be deducted from the total disbursed amount at the end of principal standstill period to arrive at the Ideal POS. This Ideal POS will be calculated for the remaining tenure by deducting the Ideal EMP from the Ideal POS every month. The actual POS will be compared against this Ideal POS every month. In case the actual POS is lower than the Ideal POS, no EMP will be payable for that month. In case actual POS is more than the Ideal POS, the differential amount will need to be paid on the due date. Interest amount will be calculated on a



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	daily basis on the actual POS & will need to be paid on the due date. In case of any additional disbursal during the loan tenure, such additional disbursed amount will get divided by the remaining loan tenure & the Ideal EMP will increase accordingly.		
Minimum Selling Price	Minimum Selling Price (MSP) for the Project is Rs. 5100/- per sq. ft. on saleable residential area, and R 6500/- per sq. ft. on saleable commercial area. If the selling price is lower than the MSP, the Borrowe is required to deposit the difference amount as per the prevailing escrow sweep percentage with BHF immediately in the month of such sale. BHFL reserves the right to calculate the security & receivable cover on such reduced rates if sales are frequently happening at reduced rates and ask the Borrower to take necessary steps to reinstate the stipulated covers.		
Scheduled receivables	 Receivables / Cash flows / Revenues (including booking amounts arising out of or in connection with or relating to the Project and all insurance proceeds both present and future. The Borrower will maintain a minimum net receivable cover of 1.75 times of the principle outstanding during the tenor of the facilities. Any shortfall in the net receivable cover would be met by assigning additional receivables or reducing principal outstanding through prepayment to the satisfaction of BHFL. 		
	The Borrower deposited only with BHFL. Amount credit transferred to t	will have to open an escrow account wine Lender. shall ensure that all the scheduled recein the Designated account opened as per RE ed in the escrow account from the first described in account till the maturity of the sunt will be transferred to the current account	ivables of the Project are RA guidelines in compliance ate of disbursement to be facilities in the below ratio
	Period (in Months)	Collection Amount (Developer Share)	Sweep
Escrow account	1st to 12th Month	Upto Rs. 3.80 Crs	20.00%
	13th to 27th Month	From Rs. 3.81 Crs to Rs. 11.05 Crs	30.00%
	28 th month onwards	From Rs. 11.06 Crs to Rs. 23.88 Crs	55.00%
M	The sweeps will be increase earlier. The Borrower revised by the Leach tranche.	d, sweep will be increased to minimum 80% sed as per collection milestones or as per till agrees that the percentage of escrow sweender on a quarterly basis and also at the till guthority to monitor and operate	meline method whichever is eep can be reviewed and me of the disbursement of
NG F	each tranche.	full authority to monitor and operate	





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- The designated escrow account shall be maintained by the Borrower during the entire tenure of the facilities and shall not be closed without prior written consent and approval of BHFL.
- O With respect to any collections from the Project which are not deposited in the Escrow Account as agreed between Borrower and the Lender, the Borrower undertakes to pay towards the Loan Account, the proportionate amount calculated as per the applicable sweep percentage every week within the same week of collections. In case of any non-compliance, the Lender reserves the right to levy penal charges up to 4% per month on the entire loan outstanding. The Borrower also undertakes to upload on RERA website about the Lender's charge on the project within 7 (Seven) working days of creation of registered mortgage. Further, the Borrower also undertakes to update the details of Escrow Account on the RERA website and any other places as per statutory requirements in due course of time. Borrower also undertakes to update all the existing customers/ home loan provider from where future tranches are receivable regarding the changed escrow account & ensure that all subsequent payments/ disbursals are deposited in this BHFL escrow account. BHFL reserves the right to withhold subsequent disbursals in case of any violation/ non-compliance of the above clause.
- The Borrower agrees that the applicable sweep from the amounts collected as receivables from the Project from the date of sanction of the loan till the date of disbursal shall also be paid to BHFL immediately when the loan is disbursed or BHFL reserves the right to downsize the loan to that extent.
- All costs, charges and expenses in connection with the operation of the designated escrow account shall be borne by the Borrower. The Borrower shall enter into an agreement with the designated bank and such agreement shall be in a form and manner acceptable to BHFL.
- Inform all customers of the Project to draw all cheques in favour of designated account as per RERA guidelines in compliance with BHFL and also undertake that all the receivables in connection with the Project are deposited only in this account.
- BHFL will have the first right to adjust the sale proceeds against the principal outstanding/other dues in respect of the facilities.
- BHFL reserves the right to set up a standing instruction to transfer daily the funds credited in the designated escrow account to be transferred to the sweep in account of BHFL.
- The Borrower can accelerate the repayments at any point during the tenure of the facilities without any prepayment charges.
- The Borrower agrees that the Escrow Account will be opened and made operational within 90 days from the date of 1st disbursal. Any subsequent disbursals of the loan will



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	be made post the Escrow Account being operational. In case the Borrower fails to open and operationalize the Escrow Account, the Lender reserves the right to: Increase the Rate of interest applicable on the Loan by 1% per annum, in case the Escrow Account is not opened within 90 days. Increase the Rate of interest applicable on the Loan by a further 1% per annum, in case the Escrow Account is not opened within 180 days. Recall the Loan if the Escrow Account is not opened within 210 days.
Security for Facility	 Exclusive first charge by way of registered mortgage of unsold units in the Project "Oswal Avaasa" Exclusive first charge on entire land pertaining to project "Oswal Avaasa" Exclusive charge by way of hypothecation of scheduled receivables and receivables from unsold units of the project and all insurance proceeds, both present and future cash flows of the project "Oswal Avaasa" Exclusive Charge on the escrow accounts of the Project and all monies credited/deposited therein (in all forms). Security cover to be maintained during tenure of loan is 1.75x. The receivables will be monitored and controlled through an escrow arrangement. Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. Debt Service Reserve Fund (DSRF)- Post disbursal of each tranche, an amount equivalent to 3 months' interest applicable on the principal outstanding on that date, is to be kept as a term deposit with Bajaj Finance Ltd and a lien in favour of BHFL is to marked on the same. The lien so created over the said amount, shall continue until the repayment of the entire facility and such deposit shall not be released or reduced in part, irrespective of the fact that the facility has been repaid in part.
Pre- disbursement conditions	The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent: Project to be RERA registered as per the prevailing byelaws Escrow account to be operational with the designated bank IndusInd Bank Limited. Borrower shall execute the financing/loan documents as per BHFL requirements Satisfactory completion of all diligences Undertaking from the Borrower stating clearly sold and unsold units in the Project. Company certified cash flow statement for the entire tenure of the facilities. CA certified net worth statement of the borrowing entities, promoters/partners and total cost incurred on the Project. Draft sale agreement / demand letters incorporating condition that the booking money / payments for the Project need to be in favour of the escrow account with the designated bank





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	 Complete chain of title documents of the Project to be furnished to the satisfaction of BHFL as per legal due diligence. Execution of Registered Mortgage of Project Land and unsold units of Project in favour of BHFL Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower. NACH Form and Security cheques as per BHFL norm to be provided CA certified revised shareholding pattern for M/s Oswal Properties Pvt Ltd validating equal stakeholding of 50% stake each by Bafna family and Amit Agarwal's family. Legal team's opinion on mortgage of JDA land (as JDA is silent on Mortgage clause).
Conditions to be satisfied within 30 days from first disbursement	• The Borrower is required to insure the Project against standard risks for an amount not less than the entire construction cost of the project during the live tenure of the facilities and hypothecate the same in favour of BHFL. The copy of insurance policy with assignment in favour of BHFL would be made available immediately as & when done.
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 or an application being initiated for winding up/ dissolution / or filling of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time. Non-compliance of RERA Act, Rules, Circulars, Notifications or any other prevailing rules & regulations Cessation of business Downgrading of the credit rating of the Borrowers bank facilities by 2 notches by external credit rating agencies Voluntary or involuntary insolvency, appointment of receiver, winding up, liquidation, bankruptcy, dissolution or change of control of the Borrower or any one of them Any change constitution of applicant and co-applicant entity / entities without written consent from BHFL. Any of the Financing Agreements becomes unenforceable against the Borrower.





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 The following consequences, inclusive and not restricted, can be undertaken by BHFL in case of an event of default: Enforce, at their sole discretion, any one or all the Security and exercise all contractual and legal rights / remedies under the Financing Agreements Accelerate maturity of the facilities together with all accrued interest and declare all amounts payable by the Borrower in respect of the facilities to be due and payable immediately Suspend and terminate all undrawn commitments Revise the rate upward by 400 basis points Revise the escrow sweep percentage All expenses incurred after default has occurred in connection with preservation of the Borrower assets (as on date of default) and Collateral Security and collection of amounts due under facilities agreement shall be payable by the Borrower.
 Borrower needs to submit a monthly MIS/report providing details of sales, collections & cancellations in the Project latest by 10th of the succeeding month. If any event or circumstances occur which in the sole opinion of BHFL, is likely to and/or adversely affect the ability of the Borrower of Guarantor to perform all or any of its obligations under this Agreement or Guarantee including but not limited to slowdown or stoppage of project construction, sales and collections, adverse market conditions, then BHFL shall have the right to take such steps to protect its loan obligations inclusive or but not limited to recalling of loan, increasing interest rates, demanding additional collateral, increasing sweep etc. Right to step in to the Project in case the Borrower has defaulted. Borrower shall not do any unauthorized construction nor deviate from approved sanction plans.
 Borrower to undertake & confirm to complete the entire Project in event of escalation of Project cost. The Borrower shall obtain a written "No Objection Certificate" (NOC) from BHFL before entering into agreements with prospective buyers for sale of units in the Project within 30 days or if Borrower collects more than 10% of the agreement value. Borrower will obtain a specific release letter for every unit sold before the agreement to sell/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a home loan or not. BHFL charge would not be released if the above letter is not obtained. Borrower will not sell a bulk portion of the units without prior consent from BHFL. The Project sale agreements/demand letters to incorporate a condition that the booking money





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- In cases where the Borrower is a company, it will not make any transfers in the form of withdrawal of capital or unsecured loans to the holding company without prior consent of BHFL.
- The Borrower will not repay any monies brought by the partners / shareholders by way of deposits / loans and advances during the currency of the facilities.
- The holding company should not withdraw the profits earned in the business/capital invested in the business without meeting the instalment/dues/ overdue under this facility. Dividend if any paid should be paid after clearing dues to BHFL.
- Adherence to the building norms and technical specifications as laid down by National Building Code (NBC).
- Adherence to the Ministry of Environment and Forest Notifications on fly ash and such other notifications as issued from time to time during the tenure of the facilities.
- Adherence to National Disaster Management Authority (NDMA) guidelines on "Ensuring Disaster Resilient Construction of Buildings and Infrastructure shall continue to be in adherence to the said guideline and such other guidelines as may be issued by the NDMA from time to time.
- BHFL official or any person authorized by BHFL shall be permitted to visit the Project site and carry out inspection/examine the books of accounts till the currency of the loan.
- Neither the Borrower/ Co-borrowers nor the security offered to BHFL is / will be subjected to any
 adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL.
 Further, Borrower is obliged to ensure that the security offered to BHFL shall be free from all
 encumbrances/litigations at all points of time till your total repayment of the entire loan amount
 together with applicable interest and charges.
- In the event of a litigation filed during the tenure of the credit facilities, BHFL should be intimated of the same and BHFL shall at its sole discretion have a right to recall the credit facilities.
- The Borrower agrees and confirms that BHFL shall not be obliged to grant and continue any credit facilities, if it is apprehended that the sanction terms are not or may not be met to the satisfaction of BHFL. Further, BHFL may, absolutely and unconditionally, reduce, revoke, cancel and/or modify any undrawn amount (in whole or part), if any, from the Sanctioned amount, at its discretion, at any time, without giving any prior notice to the Borrower or without assigning any reasons thereof.
- Any default or Financial Indebtedness of the Borrower under any other agreement or arrangement or guarantee or security with BFL/BHFL shall also constitute an event of default under this Agreement. The Lender is hereby authorized by the Borrower to retain and to continue to hold and/or set off, realize and/or sell any assets of the Borrower held by the Lender as a security and/or otherwise and adjust the proceeds thereof towards repayment of the Loan including any interest and other charges due and payable by the Borrower to Lender and/or any or all member (s) of its affiliates.





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	 In case of non-adherence/ violation/ non-compliance of any covenants/ conditions, the Lende reserves the right to increase the rate of interest upto 4% per month on the entire loar outstanding. Borrower shall transfer the landowners share of revenue to the respective landowners at regula intervals (at-least once in a month). Borrower to submit the bank statement to lender or quarterly basis for validating the same. During the currency of the loan Borrower shall not, without prior approval in writing: Affect any change in the capital structure of the firm/company. Formulate any schemed of amalgamation / reconstitution Undertake guarantee obligations on behalf of any other Borrower / organization. Sell, assign, mortgage, alienate, or otherwise dispose any of the assets mortgaged to BHFL. Permit any transfer of the controlling interest or make any drastic change in the management set up. Divert/utilize funds to other associates/group companies 	
45	 Change the Project plan originally submitted during the application of facilities. 	
Assignability	BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefit and any other interest created in its favour under any of the agreements or hereunder without prio approval or intimation to the Borrower or to any other bank / lender or financial institution with the same condition agreed with Lender and Borrower.	
Audit	 BHFL will have the right to appoint and carry out quarterly audit on sales, sales receivables, stock, cash flow, units sold and unsold, progress of construction and utilization of funds. BHFL will have the right to audit/review as per above mentioned frequencies or at such frequencies as may be decided by BHFL from time to time at its own discretion. 	

Details of unsold units (mortgaged to BHFL)- All units are yet to be sanctioned

SI No.	Flat No.	Saleable Area
1	2A	1382
2	2B	1321
3	2C	1187
4	2D	1121
5	2E	1388
6	2F	1458



BAJAJ HOUSING FINANCE LIMITED

100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Garg House, 3rd Floor Opp Flemming Hospital11a/1D, East Topisa Road, Kolkata, Topisa, West Bengal - 700046, India
Corporate Office: Grebrym IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. L65910MH1987PLC042961











100			
7	2G	1337	
8	3A	1382	
9	3B	1321	
10	3C	1060	
11	3D	1027	
12	3E	1289	
13	3F	1354	
14	3G	1273	
15	4A	1382	
16	4B	1321	
17	4C	1060	
18	4D	1027	
19	4E	1289	
20	4F	1354	
21	4G	1273	
22	5A	1382	
23	5B	1321	
24	5C	1060	
25	5D	1027	
26	5E	1289	
27	5F	1354	
28	5G	1273	
29	6A	1382	
30	6B	1321	
31	6C	1060	
32	6D	1027	
33	6E	1289	
34	6F	1354	
35	6G	1273	
36	7A	1382	



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Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 074

Registered Office: Mumbai - Pune Road, Akurdi, Pune - 411 035, Maharashtra, India

Corporate ID No. L65910MH1987PLC042961











ř.		
37	7B	1321
38	7C	1060
39	7D	1027
40	7E	1289
41	7F	1354
42	7G	1273
43	8A	1382
44	8B	1321
45	8C	1060
46	8D	1027
47	8E	1289
48	8F	1354
49	8G	1273
50	9A	1382
51	9B	1321
52	9C	1060
53	9D	1027
54	9E	1289
55	9F	1354
56	9G	1273
57	10A	1382
58	10B	1321
59	10C	1060
60	10D	1027
61	10E	1289
62	10F	1354
63	10G	1273
64	11A	1382
65	11B	1321
66	11C	1060



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90	0	
67	11D	1027
68	11E	1289
69	11F	1354
70	11G	1273
71	12A	1382
72	12B	1321
73	12C	1060
74	12D	1027
75	12E	1289
76	12F	1354
77	12G	1273
78	13A	1382
79	13B	1321
80	13C	1060
81	13D	1027
82	13E	1289
83	13F	1354
84	13G	1273
85	Gr Flr Shop 1	3332
86	Gr Flr Shop 2	2618
87	1st Flr Shop 3	3214
88	1st Flr Shop 4	2902
	Total	117026



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Corporate Office: Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 0741

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