

Date: 12th October 2019

To Merlin Projects Ltd., Kolkata

Dear Mr. Sushil Kumar Mohta,

Sub: Financial Assistance by way of Rupee Term Loan of Rs 10 Crores towards project "Merlin Pristine"

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 Sanction Letter 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 30 days from the date of this Letter and unless agreements / documents are signed / executed in respect of the Facilities within 45 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.

MERLIN PROJECTS LTD.

Authorised Signatories/Director
Approved and accepted by the Borrower

Signature(s)

SHIV KISHAN MOHTA & SONS (HUF) Name

Noble Trexim Pvt. Ltd.

Authorised Signatory / Director

## BAJAJ HOUSING FINANCE LIMITED

100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Garg House, 3rd Floor Opp Flemming Hospital 11A/1D, East Topisa Road, Kolkata, Opp Flemming Hospital, Topisa, West Bengal, india Pin: 700046

Corporate Office; Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014

Corporate ID No.:











#### **Terms and Conditions**

Porrower	Martin Projects Limited
Borrower	Merlin Projects Limited
Co-Borrower	Mr. Sushil Mohta, Mr. Saket Mohta, Shiv Kishan Mohta and Sons (HUF), Jupiter Mercantiles Pvt Ltd, Noble Trexim Pvt Ltd
Guarantor	Mr. Saket Mohta
Developer	Merlin Group
Lender	Bajaj Housing Finance Limited
Project	Merlin Pristine
Facility	Loan not exceeding Rs 10,00,00,000 (Rupees Ten crores only) for the purpose of Construction Finance and general working capital requirements of the residential Project "Merlin Pristine" referred to as the "Facility".
Purpose of Facilities	Facility will be used towards construction cost and working capital requirement of the ongoing projects. The facilities either in part or 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 60 months including Principal standstill period of 30 months from date o first disbursement of Facility
Interest on the Facilities	<ul> <li>As on date, the Reference Rate of BHFL-I-FRR HFCINS is 13.70% per annum, spread is -2.50% per annum and the applicable rate is 11.20% per annum.</li> <li>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 be rest by BHFL.</li> </ul>
Processing fees for Facilities	<ul> <li>The Borrower will pay 0.75% of the Facility Amount plus all applicable taxes and statutory levies thereupon issuance of final sanction letter.</li> <li>The Borrower will pay the charges towards legal diligence and technical evaluation / valuation of the project.</li> <li>The Borrower will pay entire processing fees upon acceptance of final sanction letter within 5 days from the date of issuance.</li> </ul>
Home Loan	Developer will endeavor in case of need from the prospective home buyer to facilitate them in availing the home loan from BHFL in the project "Merlin Pristine".  Borrower will share the leads of all the prospective home buyers requiring home loans to purchase flats in the Project with BHFL and BHFL retains the first right of refusal for providing retail home loans to the prospective buyers.
Insurance	Project "Merlin Pristine" to be insured and the policy to be assigned in favour of Bajaj Housing Finance Ltd. Insurance for the full loan tenor needs to be obtained upfront.
AltGavjant	<ul> <li>No prepayment charges throughout the tenure of the facility if prepayments are done from cash flows of the project and or from cash flows of the company and Capital Introduction from Partner.</li> <li>2% prepayment charges on the Outstanding amount in case of takeover by any financial institution.</li> </ul>

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BAJAJ HOUSING FINANCE LIMITED

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Authorised Signatory

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The Facility amount of Rs 10 Crs will be disbursed upon compliance of sales and construction milestone as mentioned below:

% of Project Cost Incurred (Excluding Land & Interest)	Tranche Disbursement (Rs in Crs)	Incremental Sales (Units)	Cummulative Sales (Units)
Upfront	1.50		*2
15%	1.50	3	5
30%	1.75	4	9
45%	1.75	4	13
55%	1.75	4	17
70%	1.75	4	21
Total	10.00	19	

### Disbursement schedule

- \*initial booking
- 1. Project cost excludes land and interest cost.
- 2. CA Certified cost incurred has to be submitted for every tranche disbursal certifying the tranche amount has been used towards project.
- 3. Sales will be considered for only Sanctioned Units.
- 4. The achievement of the Sales, Cashflow milestones and tranche amount will be ascertained and considered as per the internal parameters of BHFL, at its sole discretion.
- The borrower agrees and undertakes to repay principal amounts by way of scheduled repayment of the facilities to BHFL in 30 months after Principal standstill period of 30 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.
- 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.

## Repayment for **Facilities**

Period (in Months)	Receivables	Escrow Sweep	
1 <sup>st</sup> to 15 <sup>th</sup> Month	Up to Rs 5 Crs	15%	
16 <sup>th</sup> to 30 <sup>th</sup> Month	Above Rs 6 Cr up to Rs. 11 Crs	25%	
31 <sup>th</sup> to 45 <sup>th</sup> Month	Above Rs 11 Cr up to Rs. 18 Crs	45%	
46 <sup>th</sup> to 60 <sup>th</sup> Month	Above Rs. 18 Crs	55%	

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

The Borrower agrees that the percentage of escrow sweep can be reviewed and revised by the Lender on a quarterly basis and at the time of disbursement of each tranche amount.

Scheduled repayment of EMP inclusive of escrow repayments till closure of facility.

Calculation of dues - At the end of the Principal standstill period, the actual principal outstanding Called Colder (POS) will be divided by remaining Loan Tenure. This amount will be called the Ideal Equated Monthly

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Additional	disbursal to the loan account. Principal standstill period which ideal POS will be calculated for Ideal POS every month. The act the actual POS is lower than the is more than the Ideal POS, the amount will be calculated on a case of additional disbursal during by the remaining loan tenure 8.  Minimum selling Price of Rs. 7.	In constant for the remaining loan term. The Ideal EMP will be deducted for all the remaining loan tenure by stual POS will be compared against the Ideal POS, no EMP will be payable the differential amount will need to daily basis on the actual POS & will pring the loan tenure, the additional at the Ideal EMP will increase according to per sq. ft. for residential units arm selling price developer is required.	rom the actual POS at the end of the Principal standstill period. This deducting the Ideal EMP from the his Ideal POS every month. In case for that month. In case actual POS be paid on the due date. Interest need to be paid on the due date. In disbursed amount will get divided ngly.	
Condition	amount with BHFL.	misening price developer is required	to deposit apisont the difference	
Scheduled receivables	connection with or relating  The Borrower will mail outstanding during the ten	lows / Revenues (including booking to the Project and all insurance prointain a minimum net receivable color of the facilities. Any shortfall in the Ireceivables or reducing principal or	ceeds both present and future. ver of 1.75 times of the principle he net receivable cover would be	
	Limited.  The Borrower shall ens in the Designated acco  Amount credited in the to the sweep-in account	e to open an escrow account with the ure that all the scheduled receivable unt opened as per RERA guidelines is escrow account from the first date at till the maturity of the facilities in the current account of the Borrower.  Receivables	s of the Project are deposited only n compliance with BHFL. of disbursement to be transferred	
	1 <sup>st</sup> to 15 <sup>th</sup> Month	Up to Rs 5 Crs	15%	
Escrow account	16 <sup>th</sup> to 30 <sup>th</sup> Month	Above Rs 6 Cr up to Rs. 11 Crs	25%	
	31 <sup>th</sup> to 45 <sup>th</sup> Month	Above Rs 11 Cr up to Rs. 18 Crs	45%	
	46 <sup>th</sup> to 60 <sup>th</sup> Month	Above Rs. 18 Crs	55%	
	The sweeps will be increased a earlier.	s per collection milestones or as p	er timeline method whichever is	
		the percentage of escrow sweep ca	n be reviewed and revised by the	İ
		s and at the time of disbursement of		
		y to monitor and operate the accou		İ
1010		ount shall be maintained by the Bor		
28 MG 29 1		oe closed without prior written cons	ent and approval of BHFL.	<u>.</u>
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- 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.

SI. No.	Particulars	Timeline from 1st disbursal
1	Escrow account to be opened & operational within 90 days from date of 1st disbursal. Subsequent disbursal will be done only post operationalization of escrow account.	90 days
2	Rate of interest will be increased by 1% in case escrow account is not opened within 90 days from first disbursement.	90 days
3	Rate of interest will be increased by further 1% in case escrow account is not opened within 180 days from first disbursement.	180 days
4	BHFL has right to recall the loan if escrow account not opened within 210 days from first disbursement.	210 days

- Exclusive First Charge by way of registered mortgage on unsold units and Exclusive first charge on land pertaining to project "Merlin Pristine".
- Exclusive Charge by way of Hypothecation of scheduled receivables from sold and unsold units of the Project and all insurance proceeds, both present and future cash flows of Project "Merlin Pristine".
- 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.
- Post disbursal of each tranche, an amount equivalent to 1 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.

Security for **Facility** 

SHIV KISHAN MOHTA & SONS (HUF)

Authorised Signatories/Director

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Pre- disbursement conditions	The obligations of BHFL to disburse the Facilities shall be subject to the Borrower complying the following Conditions Precedent:  Escrow account to be operational with the designated bank Industrial 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 entity.  CA certified net worth statement of promoter/partners.  CA certified statement of total cost incurred on the Project.  Draft sale agreement / demand letters incorporating condition that the booking money / payments need to be made in favor of the escrow account with the designated bank for the Project.  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.  Creation of security in the form and manner acceptable to BHFL and all expenses to relating to security creation to be borne by Borrower
Conditions to be satisfied within 15 days from first disbursement	The state of the s
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 filing of bankruptcy under the Insolvency and Bankruptcy Act together with its amendments from time to time.  Non-compliance of RERA Act, Rules, Circulars, Notifications.  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.  MERLIN PROJECTS LTD. SHIV KISHAN MOHTA & SONS (HUF)
minte	BAJAJ HOUSING FINANCE LIMITED  100% SUBSIDIARY OF BAJAJ FINANCE LIMITEDJUPITER MERCANTILES PVT. I  Noble Trexim Pvt. Ltd.

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## 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 Consequences of default Suspend and terminate all undrawn commitments 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 facilities agreement shall be payable by the Borrower. Borrower needs to submit a monthly MIS/report providing details of sales in the Project and construction progress. All approvals and RERA registration to be obtained before disbursal. 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 In case where home buyers who desire to purchase unit in the Project and who intends to avail the loan, the Borrower shall refer such home buyers to BHFL who shall offer loans to them for which BHFL may customize special scheme for the Project at its sole discretion which may or may not be applicable to a particular class of home loan buyers. The Borrower shall also share details of such home buyers with BHFL to enable it to offer their schemes of the loan. Right to step in to the Project in case the customer has defaulted. Other covenants 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 Developer collects more than 10% of the agreement value. Borrower will obtain a specific release letter for every unit sold before the agreement to self/ sale deed is registered. The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a homeloan 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 / payments need to be made in favor of the escrow account with the designated bank for the Project. Such draft sale agreements/demand letters to be shared by the Borrower prior to disbursement. SHIV, KYSHAN MOHTA & SONS (HUF) KARTA Authorised Signatories/Director

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Noble Trexim Pvt. Ltd.

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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
- The company will not repay any monies brought by the partners 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 facilities. Dividend if any paid should be paid after clearing dues to BHFL.
- Appropriate hoardings/display boards to be displayed at the Project site specifically stating that "Project financed by Bajaj Housing Finance Ltd"
- Adherence to the building norms and technical specifications as laid down by National Building
- 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 you/your Company nor the security offered by you/ your Company to BHFL is / will be subjected to any adverse action, risk (including litigation risk) which may prejudicially impact the interests of BHFL. Further, you are obliged to ensure that the security offered to BHFL shall be free from all encumbrances/litigation 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
- 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.
- The Borrower agrees that the applicable sweep from any 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 once the loan is disbursed or BHFL reserves the right to downsize the loan to that
- 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

MERLIN PROJECTS LTD.

SHIV KISHAN MOHTA & SONS (HUF) E Con hiller

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	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.  • 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.					
	<ul> <li>Divert/utilize funds to other associates/group companies</li> <li>Change the Project plan originally submitted during the application of facilities.</li> </ul>					
Assignability	BHFL shall have the right to assign, transfer, sell, the facilities, receivables, the security, rights, benefits and any other interest created in its favor under any of the agreements or hereunder without prior 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	<ul> <li>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.</li> <li>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.</li> </ul>					

#### Sold Units

Sr. No.	Block Name	Flat no.	Con- figu- ra- tion	Area of Flat sq ft	Sold/Un- sold	Date of Booking	Agree- ment Value	Total value	Per sqft price	Re- ceived till date	Commit- ted receiv- ables on sold stock
11	BLOCK-1	8A	звнк	1557	Sold	5-29-2019	11260336	11260336	7,232	285714	10974622
2	BLOCK-1	78	28НК	981	Sold	5-8-2019	7238560	7238560	7,379	723810	6514750

#### **Unsold Units**

South of Models

Sr. No.	Block Name	Flat no.	Configuration	Area of Flat (sq. ft.)
1	BLOCK-1	10B	2BHK	981
2 .	BLOCK-1	10D	2ВНК	971
3	BLOCK-1	11B	28HK	981

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	BLOCK-1	1B	2ВНК	981
5	BLOCK-1	1D	2ВНК	971
6	BLOCK-1	2B	28HK	981
7	BLOCK-1	<b>2</b> D	2BHK	971
8	BLOCK-1	3B	2ВНК	981
9	BLOCK-1	3D	2BHK	971
10	BLOCK-1	4B	2BHK	981
11	BLOCK-1	4D	2BHK	971
12	BLOCK-1	5B	2BHK	981
13	BLOCK-1	5D	2BHK	971
14	BLOCK-1	6B	2BHK	981
15	BLOCK-1	6D	2BHK	971
16	BLOCK-1	7D	2BHK	971
17	BLOCK-1	8B	2BHK	981
18	BLOCK-1	8D	2BHK	971
19	BLOCK-1	9D	2BHK	971
20	BLOCK-1	10A	звнк	1557
21	BLOCK-1	10C	ЗВНК	1473
22	BLOCK-1	11A	ЗВНК	1557
23	BLOCK-1	1A	38HK	1557
24	BLOCK-1	1C	ЗВНК	1473
25	BLOCK-1	2A	38HK	1557
26	BLOCK-1	2C	ЗВНК	1473
27	BLOCK-1	3A	звнк	1557
28	BLOCK-1	3C	ЗВНК	1473
29	BLOCK-1	4A	ЗВНК	1557
30	BLOCK-1	4C	ЗВНК	1473
31	BLOCK-1	5A	ЗВНК	1557
32	BLOCK-1	5C	ЗВНК	1473
33	BLOCK-1	6A	звнк	1557
34	BLOCK-1	6C	ЗВНК	1473
35	BLOCK-1	7A	ЗВНК	1557
36	BLOCK-1	7C	звнк	1473
37 ·	BLOCK-1	8C	ЗВНК	1473
38	BLOCK-1	9A	звнк	1557
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100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Noble Trexim Pvt. Ltd.

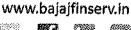
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Corporate ID No.:

Authorised Signatory / Director













Garg House, 3rd Floor Opp Flemming Hospital 11A/1D, East Topisa Road, Kolkata,Opp Flemming Hospital, Topisa, West Bengal, india Pin: 700046

Corporate Office : Cerebrum IT Park, B2 Building, 5th Floor, Kumar City, Kalyani Nagar, Pune - 411 014



39	BLOCK-1	9C	ЗВНК	1473
40	BLOCK-1	9B	2BHK	981
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Noble Trexim Pvt. Ltd.

Authorised Signatory

MERLIN PROJECTS LTD.

Britis Kumple

Authorised Signatorias/Director

JUPITER MERCANTILES PVT. LTD.

Authorised Signatory / Director

SHIV KISHAN MOHTA & SONS (HUP)

KARTA

# BAJAJ HOUSING FINANCE LIMITED

100% SUBSIDIARY OF BAJAJ FINANCE LIMITED

Garg House, 3rd Floor Opp Flemming Hospital 11A/1D, East Topisa Road, Kolkata,Opp Flemming Hospital,Topisa,West Bengal,india Pin: 700046

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Fax:

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