



Sanction Letter

Ref No.: CF\TL\Hyd\3312291 Application No.: 202042894806

Date: September 10, 2020

Modi Properties Private Limited

5-4-187/3&4, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA.

Modi Realty Mallapur LLP

5-4-187/3&4, MG Road, Secunderabad, Hyderabad - 500003, TELANGANA.

Silver Oak Villas LLP

5-4-187/3&4, Soham Mansion, M.G.Road, Secunderabad, HYDERABAD Rangareddi - 500003, TELANGANA.

Kind Attention:Mr. Satyanarayana - Finance head

Facility: Term Loan

Dear Sir.

Tata Capital Financial Services Limited (TCFSL) takes pleasure to informing you that TCFSL has sanctioned a Term Loan facility/facilities to you on the following terms and conditions.

This in-principle sanction is subject to fulfillment of the terms and conditions entailed herein in entirety to the complete satisfaction of TCFSL.

TERMS AND CONDITIONS

Lender	Tata Capital Financial Services Limited
Волгоwer	Modi Properties Private Limited
Co-Borrower	Modi Realty Mallapur LLP and Silver Oak Villas LLP

Facility Name	Term Loan
Total Facility Amount	Rs. 10800000.00 (Rupees One Crore Eight Lakh Only)
Scheme	Guaranteed Emergency Credit Line
Tenure	48 Months Including 12 months moratorium
Interest Type	Floating
Rate of Interest	14.00% p.a. i.e. ROI equal to LTLR less 5.25% Presently Long Term lending Rate (LTLR) as on date is 19.25%. Interest rate on repayment would change based on the changes in Long term lending rate (LTLR) as announced by TCFSL from time to time. This would lead to change in Interest payable to TCFSL.
Upfront Fees(Non-refundable)	
End Use of Loan	To provide funding under the Scheme for operation/restart of business in view of COVID-19 crisis
Payments under the facility	As per the request of the borrower for purchase of Raw Material, and supplier, Labour payments/other working Capital requirements.

For Modi P

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Page 1 of 5





Repayment Schedule	Interest-to be paid on Monthly basis till Maturity
	Principal-12 month moratorium starts from date of first tranche Disbursement, thereafter payable in Equal Monthly Installments till maturity.
Disbursement Draw down	As per request after acceptance of the Sanction Letter and execution of Documents stipulated below and o compliance of such sanction terms prescribed.
Prepayment Penalty	Nil
Additional Interest	6.00% p.a. over and above the normal interest rate shall be charged in case of delayed payment of interest Principal or monies payable under the loan/specific agreement from the due date till the date of receipt.
Stamp duty	As applicable and will be borne by the Borrower

Common	Torme	And C	Conditions
COMMISSION	1611112	AIIU L	-braitinns

Security / Collateral	Primary:
	Extension of charge (By way of second charge) on below security:-
	- Hypothecation of Receivables (sold and unsold inventory) of the Silver Oak Villas Project at Cherlapally,
	Hyderabad.
	- Charge on the project receivables out of Builders share of the projects (a) May Flower Platinum (b)
	Gulmohar Residency.
-	Such project receivables have to be routed through the escrow account with a Bank as prescribed by
	TCFSL
	Collateral:
	Second charge by way of Registered Mortgage of the builders share of the projects (a) Mayflower Platinum (b) Gulmohar Residency.
Validity	
	The sanction is valid for a period of 90 days from the date of this offer letter.
Costs and Expenses	All costs, charges and expenses in connection with or relating to the Credit Facility (including but not limited
	to costs of investigation of title, legal fees, filing/submission of any information/record to any agency
	pursuant to application law, directives, regulations etc. including Information Utility (IU), professional
	charges, and stamp duty) shall be borne and paid by the Borrower. All Costs or Expenses to be collected
	from the Borrower along with applicable tax.
Facility Undertaking	Borrower hereby agrees and undertakes that
	-In the event of any account being reported into SMA category by any of the lender to RBI , TCFSL shall
	have the right to recall the loan.
	-Facility shall be utilised for sanctioned purposes only.
	- TCFSL shall have the right to call back the facility and/or increase the applicable Rate of interest (ROI) by
	2.00% over and above the existing rate in the event of downgrading of credit rating (by any credit rating
	agency) by two notches from the level held by the Borrower at the time of sanction. Where an external
	credit rating is not available, the internal rating assigned by the Lender shall be considered for this purpose.
•	-That we are registered under GST.
	-That the Annual turnover for the financial year 2019-20 is within Rs.250 Crores
	-That the Overall fund based outstanding credit with all the Banks/NBFCs/FIs as on 29.02.2020 is within
	Rs.50 Crores
_	-That the Facility will be utilized for Sanctioned purpose only.
·	-That they shall To furnish any other information/documents that may be required for the said Facility.
	-That all information furnished by me/us is true, correct and complete. Borrower declares that their units
	operations are affected by COVID-19 pandemic and the said facility under ECLGS is required for the
	Purpose mentioned above.
-	That in the event of any default. TCFSL has a gight to notify our name and portious on the country.

For Modi Pro

Corpora Pesignation Land Partner ToomH2010Planting rised Signatory

Managing District of Auto Plaza Opp Times of India Road No 3 Banjara Hills Hyderabad 500 034

Web www.tatacapital.com CLOS Ref No.: CF\TL\Hyd\3312291

Page 2 of 5

and particulars on the website of





						XO!
		National Credit Guarante	e Trustee	Company.		
				CLGC Scheme shall be applicable	to this loan and shall be hinding	. :
		respect upon us.		a a similar of an are applicable	to this loan and shall be binding	j in a
	Special Conditions	TCFSL has sanctioned the	ne Term L	oan facility under Guaranteed Em	ergeney Credit Line (CECL)	
		the terms and conditions	as mentio	oned in Sanction letter	erdency Credit File (GECF) to A	ou o
	·					
		The coverage available u	inder the	Emergency Credit Line Guarantee	Scheme (ECLGS) is only for 20	10/ ~
		the total outstanding cred	dit limit (no	ot exceeding Rs.50 crores),and the	Borrower shall be liable to TCE	76 U
a e		repayment of the outstan	ding dues	s irrespective of the guarantee cove	er	OL I
		The aforesaid Facility/ies	are sanc	tioned under present and applicab	le ECLGS Scheme,and as	
4.5		modified/amended from t	ime to tim	ne.	,	
			•			
		The definition of default f	or borrow	ers shall be as per the instructions	and guidelines issued by the Re	eser
)		parik of India from time to	time und	der extant norms on income recogr	nition, asset classification and	
		provisioning.				
		The -f				
		or cross sellet and security/ies	s held in t	he said facility covered by guarant	ee shall not be lien marked or se	≥t-of
		or cross-collateralised for	rany othe	r facility availed by borrower with 1	CFSL or any other	
	Schodule of Charge I Day II	Banks/Fls/NBFCs.				
	Schedule of Charges / Penalty	Penalty charges for	2% of the	he outstanding amount will be c	harged for the period of dolors	
		non creation of	respect	of Delayed/non-submission of sec	Curity/collateral related documen	
Al t		security	and non	perfection of security.	remainder of totaled document	"."
		Description		Periodicity	Penalty Amount	ᅴ
		Non adherence of final	ncial	At the time of Device (D	-	_
		covenants of sanction		At the time of Review /Renew of account.		s
		Penalty to be collected		<u> </u>	20,000/- per financial year.	
	Special Covenants	 				
	Terms & Conditions			g to be with the prior intimation to		
	rems & Conditions	The Borrower hereby agn	ees and c	confirms that the sanction of the Fa	-DE	
					cility will be interalia governed by	У
·		ule reiths a Conditions n	nentioned	in loan or specific agreement here	citity will be interalia governed by to in addition to the terms conta	y inec
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TATA CAPITAL FINANCIAL SERVICES-LIMITED

Managing Director Corporate Identification Number U67100MH2010PLC210201Authorised Signatory

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Tara CAPITAL FINANCIAL SERVICES-LIMITED

Designated Parties

Corporate Identification Number U67100MH2010PLC210201Authorised Signatory

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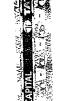
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	- Title search and Valuation repo	rt from TCFSL empanelled agency.
	Any other documents as processing	and bu Tata Oc. 11 1 Tr
Post Disbursal Documents		ed by Tata Capital Financial Services Ltd
Total State of the	position, End use verification and statements as may be prescribed time End use verification	equate books and records which should correctly reflect their financial operations and it should submit to Tata Capital at regular intervals such by Tata Capital in terms of the RBIs instructions issued from time to
	-All Security and Collateral to be	created within 90 days from first Disbursement date.
	-ROC filing within 30 days from s	
	-CERSAl filing within 30 days fro	m security creation
Periodical Review Requirements	The account to be reviewed of Borrower shall furnish.	n Yearly basis as per terms of the agreement, For Review of accounts
	Campus , Lodha office, Thane	ispatched to Credit Monitoring team, Commercial finance I think Techno
	Other Financial information	The Borrower needs to furnish other financial information in the format prescribed by TCFSL on quarterly basis within 45 days of closer of quarter.
	Data required for renewal of credit limits	On or before the expiry of Review date
	Audited/Unaudited financial statements	Provisional: within three months from the close of the accounting year Audited: within six months from the close of the accounting year
		Bank Borrowing : Outstanding bank borrowings on six monthly basis along with above
General Covenants	a) All legal and incidental expens Pocket expenses in connection was	e including valuation /legal search /ROC search /Stamp Duty and Out of ith proposed credit facility will have to be borne upfront by the Borrower.
	requirements/formalities which fo	subject to the execution of necessary documents completion of all rms part of the overall sanction communication from TCFSL.
	c) The borrower/security provide	r agrees for insurance product(s) Business Guard or Home Guard Plus
	the insurance and is not liable for	only acting as a facilitator for the borrower/security provider in arranging
	purchase of insurance product(s)	the settlement of insurance claim or any other liability arising due to the by the borrower/security provider.

The aforesaid facility/sanction are subject to the terms and condition set out in loan agreement or master terms and conditions and specific agreement to be executed by yourselves and shall be governed by the terms and conditions as contained in the loan agreement or master terms and conditions and specific agreement as well this sanction letter. Any change/addition in terms and condition of sanction shall be communicated through separate addendum Sanction letter.

"Tyris Letter of sanction does not create any binding obligations on us to disburse funds till the execution of appropriate loan & security documents and till such time same may be cancelled without any prior notice."

sanction shall stand revoked and cancelled without any notice, if there are material changes in the Borrower's financial performance, 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."

The Registered Master Terms and Conditions for the credit facility are available on our website at the link below For Modi Pr Put Ltdor MODI REALTY MAI

> ICES LIMITED Authorised Signatory Managing Director

Corporate Identification Number U67100MH28164EA1623.to 6 Auto Plaza Opp Times of India Road No 3 Banjara Hills Hyderabad 500 034 Generated from CLOS Ref No.: CF(TL\1)yo\3312291 Web www.tatacapital.com

Page 4 of 5





https://www.tatacapital.com/mastertc/commercial.html

We look forward to a mutually beneficial and long-term relationship, For any clarification or more information, you may like to contact us by e-mail at contactcommercialfinance@tatacapital.com.

This Letter of sanction hereby supersedes All Sanction letter & terms if any, issued / agreed for this facility.

Yours Truly.

For Tata Capital Financial Services Limited

Authorized Signatory

PHANZ

KANTH-BMAM

I/we-accept all the terms and conditions which have been read and understood by me/us.

Accepted

Accepted

Accepted

Modi Properties Private Limited

Modi Realty Mallapur LLP

Silver Oak Villas LLP

For Modi Properties Put. Ltdfor MODI REALTY MALLAPUR LLE

Massaging Director

CoBesignated Partner

Co-Borrower Authorised Signatory

TATA CAPITAL FINANCIAL SERVICES LIMITED





Registered & issuing office: Bajaj Allianz Life Insurance Co. Ltd.,

GE Plaza, Airport Road, Yerawada, Pune PIN Code- 411006, Maharashtra, Corporate Identity Number: U66010PN2001PLC015959,IRDAI Regn. no. 116 Tel. No. (+91 20) 66026777, Fax: (+91 20) 66026789.

E-mail: customercare@bajajallianz.co.in, Web site: www.bajajallianz.com

(ii) BAJAJ Allianz

Revised Offer Letter

Batch:

07-AUG-20

To,

MR SOHAM SATISH MODI

S/O SATISH MANILAL MODI

PLOT NO 280~ROAD NO 25 , NEAR PEDDAMMA TEMPLE~HYDERABAD , HYDERABAD HYDERABAD 500034 TELANGANA India

Subject: Counter Offer on your

Proposal Number

0406627700

We thank you for applying to Bajaj Allianz life Insurance Company for a life insurance policy. We have received the proposal and all other relevant reports/documents to assess the risk. On going through the same, we desire to place counter offer against your proposal. The terms of acceptance need to be modified on account of Life to be Assured is Overweight

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DEC	Dic	יע	

Revised Offer

· ·	· · · · · · · · · · · · · · · · · · ·	Keysed Offer
Product	SMART_LIFE_REG_RISK	SMART_LIFE_REG_RISK
Sum Assured	50000000	5000000
Premium Paying Term	35	35
Benefit Term	35	35
Premium	198950	397900
GST	35811	71622
Proposal deposit collected	234761	234761
Net Payable/ExcessPaid(-)	0	234761

Proposal Riders

Revised Offer Riders

No Riders Applicable

We have received deposit of Rs 234761. We request to remit balance of Rs. 234761 By Cash or Cheque in our nearest Customer care Center. This offer is valid for 15 days from the date of issue of this letter subject to the information given in the proposal form remains

Please return the letter duly signed, thereby accepting the Counter offer. We eagerly wait to cover the risk on your life and continue a life long association with you.

Yours Faithfully, For Bajaj Allianz Life Insurance Co Ltd. BRANCH OFFICE - HYDERABAD Branch Telephone No: 04066789942

BAJAJ ALLIANZ LIFE INSURANCE COMPANY LTD Above Revised offer is acceptable to me. Name:

Signature:

Place:

Date:

PS:Amount lying under proposal deposit will qualify for tax rebate only after the issue of first premium receipt. In case of refund, expenses incured by the company shall be deducted from the proposal deposit. No interest shall be payable on the amount in proposal

Dear Mr. Jayprakash, As discussed over call with Soham Sir, PFA counter offer for 5 Crs. Additional premium of Rs. 234761 is required for offering Sum Insured of 5 Crs. Policy would be processed immediately as all the required checks have been done. Request you to kindly arrange for the same at the earliest. Thanking You In Anticipation, Ujjwal DISCLAIMER: This message, including any attachments may contain proprietary, confidential and privileged information for the sole use of the intended recipient(s), and is protected by law. If you are not the intended recipient, please notify the sender immediately and destroy all copies of the original message and attachments, if any. Any unauthorized review, use, disclosure, dissemination, forwarding, printing or copying of this email or any action taken in reliance on this email is strictly prohibited and may be unlawful. Bajaj Finance Limited reserves the right to record, monitor and inspect all email communications through its internal and external networks. Your messages can be subject to such lawful supervision as Bajaj Finance Limited deems necessary in order to protect their information, interests and reputation. Bajaj Finance Limited prohibits and may take steps to prevent their information systems from being used to view, store or forward offensive or discriminatory material. If this message contains such material, please report it to abuse@bajajfinserv.in. Please ensure you have adequate virus protection before you open or detach any documents from this transmission. Bajaj Finance Limited does not accept any liability for viruses Term insurance -Counter offer Monday, 24 Aug 2020, 11:43 am

To: 'Jayaprakash Manager Accounts' < jayaprakash@modiproperties.com>

From: Ujjwal Ujjwal <ujjwal.ujjwal@bajajfinserv.in>

Cc: Soham Modi < sohammodi@modiproperties.com>

5con ID: -65271



GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Registrar, Hyderabad

2nd Floor, Corporate Bhawan, GSI Post Tattiannaram, Bandlaguda, Nagole, Hyderabad, Telangana, 500068, India

LLP Identification Number or Foreign LLP Identification Number: AAJ-1117

Charge Identification number: 100410504

Certificate of Registration of Charge

REF: Charge created on December 31, 2020 made between MODI REALTY GENOME VALLEY LLP

(OF THE ONE PART)

AND BAJAJ HOUSING FINANCE LIMITED

Bajaj Auto Limited Complex Mumbai-Pune Road, Akurdi, PUNE, Maharashtra, 411035, India

(OF THE OTHER PART)

I hereby certify that the above Charge of Rs. 50,000,000.00, Five Crore Only has been registered in this office.

Given at Hyderabad this Sixth day of February Two thousand twenty-one.





Registrar, Hyderabad

Note: The corresponding form has been taken on record by the Registrar through electronic mode and on the basis of statement of correctness given by the person filing the form and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 36(3)(ii) of the Limited Liability Partnership Rules, 2009.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

Mailing Address as per record available in Registrar office: MODI REALTY GENOME VALLEY LLP 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD, Hyderabad, Telangana, 500003, India.

Form C5

Format of Board Resolution (in respect of companies) to be submitted by the Corporate along with the Corporate Internet Banking Registration Form

Resolved that:

The Company do avail the 'Corporate Internet Banking Service' over Internet Channel with State Bank of India (SBI) at their various Branches and the Company accepts such "Terms of Service" for Corporate Internet Banking laid down by SBI from time to time for the purpose.

Resolved further that each of the officials as empowered by the Company to operate the Company's accounts with SBI either singly or jointly as the case may be, is hereby authorized to apply for and avail of the 'Corporate Internet Banking' facility offered by SBI and do all they have been authorized, electronically, using their user name and password.

O Canol







CA. Ajay Mehta B.Com. F.C.A. Chartered Accountant

NETWORTH CERTIFICATE

l, on the basis of relevant records produced and information & explanations given by the management hereby certify the Net worth of Mr. Soham Modi as on 31st March 2020 as given below:

Net Worth Statement of Mr. Soham Modi as on 31.03.2020

S No.	Description		
1	IMMOVABLE PROPERTIES	Rs. In Lakhs	Rs. In Lakhs
	Plot no.280, Jubliee Hills (as per the books)	31.20	
	Soham Mansion Building ,5-4-187/3 &4, M. G. Road (as per Books		
	_	5.70	
11	MOVABLE PROPERTIESIT	Markethalogo, Jack	36.89
	Cash In Hand	25.00	
	Fixed Asses	35.26	
		0.94	٠.
	Investment in Pvt Ltd Company	0.18	
	9,220 Equity Shares of Modi Properties Pvt Ltd (As per Book Break- up value of shares)	10.49	
		3,308.99	:
	9,800 Equity Shares of Modi Housing Pvt Ltd (As per	795.19	
	Book Break- up value of shares) Deposits, Loans & Advances	793.19	•
	Sundry Debtors	608.54	
	Jewellery	33.16	
		0.59	
Ш	Less Current Liabilities & Provisions Total Assets (A)	0.59	4793.34
	Unsecured Loans		4830.23
	Secured Loans	403.18	
		257.48	
	Credit Balances in Partnership Firms	199.88	
	Other Current Liabilities		
	The first of the state of the s	iwaanka ayaa 6.44 ——	•
	Total Liabilities (B)		866.99
is cert	ificate is issued at the request of the		2052.24

This certificate is issued at the request of the client for the purposes of loan account review by Bajaj Housing Finserve Limited and is not to be used for any other purposes.

(AJAY MEHTA)

Chartered Accountant

M No. 035449 Date: 28.12.2020 Place: Hyderabad

UDIN: 20035449AAAAFK2871



Baja,

CA. Ajay Mehta B.Com. F.C.A. Chartered Accountant

NETWORTH CERTIFICATE

I, on the basis of relevant records produced and information & explanations given by the management hereby certify the Net worth of Mrs. Tejal Modi as on 31st March 2020 as given below:

Net Worth Statement of Mr. Tejal Modi as on 31.03.2020

S No.	Description	Rs. in Lakhs	Rs. In Lakhs
i	IMMOVABLE PROPERTIES		173: 111 EaR115
	Apartment 99 at Charlapally Plots & Construction	215.00	-
	Villa No.97 & Construction	315.02	
	Villa No.97 & Construction	52.73	
	Bombay Flat Share	68.33	
	Plot No.399G at Charlapally	58.51	
	Farm House No.50 Yenkapally	12.86	
	Flat No.205, Sapphire Aprts	24.16	
	Farm House No.36, Yenkapally	13.98	
	Farm House No.20, Yenkapally	24.00	
	Farm House No.35, Yenkapally	24.00	<i>3</i>
		21.22	1 9
11	MOVABLE Properties		614.80
	Cash At Bank		
	Cash in Hand	2.34	
	Fixed Assets	0.49	8
	Deposits, Loans & Advances	0.64	ï.
	Investment in Pvt. Ltd.	45.32	
	200 Equity Shares of Modi Properties Pvt Ltd (As per	0.32	:
	Book Break-up Value per share) 20 Equity Shares of Modi Housing Pvt Ltd (As per Book	73.37	
	Break-up Value per share) Investment in LLP	1.62	·
	Jewelry	21.67	
		12.68	158.45
111	Less Current Liabilities & Provisions		773.25
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	Other Current Liabilities	86.51	
	Total Liabilities (B)		F20.00
	rtificate is issued at the request of the client for the purpos		529.09 244.16

This certificate is issued at the request of the client for the purposes of loan account review by Bajaj Housing Finserve Limited and is not to be used for any other purposes.

(AJAY MEHTA)
Chartered Accountant

M No. 035449 Date: 28.12.2020

Place: Hyderabad

UDIN: 20035449AAAAFJ8565

5-4-187/3 & 4, Soham Mansion, 1st Floor, M. G. Road, SECUNDERABAD - 500 003. (T.S.) Cell: 98484 50353 E-mail: ajayca_12@yahoo.com / ajayca@kgmco.in



Kotak Mahindra Bank

To.

SDNMKJ REALTY PRIVATE LIMITED JMK GEC REALTORS PRIVATE LIMITED 5-2-223 GOKUL DISTILLERY ROAD SECUNDERABAD – 500003. 3017

Subject: One Property Release NOC Address: 2nd floor Tower - A Ramkey selenium

This is with reference to your request letter of one of the collateral property address: 2nd floor Tower – A Ramkey selenium Plot No.31 Part 32 Sy.no.115/22, 115/24 and 115/25 Financial Dist Nanakramguda Serilingampally Manda and Municipality Ranga Reddy which is Mortgaged with us for total sanctioned limits of Rs.34.50cr.

We confirmed you to make part payment of Rs.5.60cr towards your loans to release the said property.

As per your requested mail dated 22-02-2021 after receiving payment we have NO Objection on releasing property address: 2nd floor Tower – A Ramkey selenium Plot No.31 Part 32 Sy.no.115/22, 115/24 and 115/25 Financial Dist Nanakramguda Serilingampally Manda and Municipality Ranga Reddy you can do sale in favour of M/s Spandana Rural and Urban Development Organisation & Mr. Vijaya Siva Rami Reddy Vendidandi, S/o Vendidandi Peda Venkata Reddy or others.



aruna@modiproperties.com

From:

Sent:

sohammodi@modiproperties.com

20-01-2021 02:09 PM

To:

aruna@modiproperties.com

Subject:

FW: Mention of BHFL name on brochures and marketing material -Greenwood

posos

Attachments:

NHB Circular No. 30_Financer name.pdf

Aruna,

Print email.

Print attachment.

Regards,

Soham Modi

From: Pranav Dhananiwala < pranav.dhananiwala@bajajfinserv.in>

Sent: 20 January 2021 08:40

To: jaya prakash < jayaprakash@modiproperties.com>

Cc: Dixit Solanki <dixit.solanki@bajajfinserv.in>; Tejasvini S <tejasvini.s@bajajfinserv.in>; Girish Govindaiah

<girish.govindaiah@bajajfinserv.in>; Soham Modi <sohammodi@modiproperties.com>

Subject: Mention of BHFL name on brochures and marketing material -Greenwood Heights

Dear Sir,

As per the sanction terms & also as per the NHB requirement(as per attached circular), requesting you to please confirm if you have incorporated the fact that the project "Greenwood Heights" has been funded by Bajaj Housing Finance Limited in your project pamphlets/ brochures.

In case this is not done, this will be considered as a breach to the sanction letter condition as well as the regulatory requirement. Hence we request you to please get the same done within the next 15 days to avoid any breach of

Regards,

Pranav Dhananiwala

Manager, Developer Finance

Bajaj Housing Finance Limited

A 100% subsidiary of Bajaj Finance Limited

2nd Floor, #203, Aditya Trade Center, Above passport office, Ameerpet, Hyderabad-

M: +91 9880244417

www.bajajfinserv.in

"Mortgages - Journey Towards Excellence"

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By Speed Post

NHB (ND)/DRS/POL-No. 30/2009 23rd September, 2009.

TO ALL REGISTERED HOUSING FINANCE COMPANIES

Dear Sir / Madam,

Finance for Housing Projects -Incorporating clause in the terms and conditions to disclose in Pamphlets / Brochures /Advertisements information regarding mortgage of property to the HFC.

Housing Finance Companies in their normal course of business extend credit, inter alia, to private builders on commercial terms by way of loans linked to each specific housing project. They also extend financial assistance to public agencies.

- In a case which came up before the Hon'ble High Court of judicature at Bombay, a decision was taken that the bank granting finance housing/development projects should insist on disclosure of the charge/or any other liability on the plot, in the brochure, pamphlets etc., which may be published by developer / owner inviting public at large to purchase flats and properties. It was decided that this obviously would be part of the terms and conditions on which the loan may be sanctioned by the bank.
- Keeping in view the above, while granting finance to specific housing/development projects, housing finance companies are also advised to stipulate as part of the terms and conditions that:
 - a) The builder/developer/company would disclose in the Pamphlets / Brochures etc., the name (s) of the Housing Finance Company/other lenders to which the property is mortgaged.
 - b) The builder /developer/company would append the information relating to mortgage while publishing advertisement of a particular scheme in newspapers/ magazines etc.
 - c) The builder /developer /company would indicate in their pamphlets /brochures, that they would provide No Objection Certificate (NOC) / permissions of the mortgagee Housing Finance Company for sale of flats /property, if required.

भारतीय रिज़र्व बैंक के संपूर्ण स्वामित्व में Wholly owned by Reserve Bank of India

कोर-5-ए. तृतीय तल. इंडिया हैवीटेट रॉटर, लोधी रोड, नई दिल्ली-110003 Core-5-A, 3rd Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 हुरभाष नं. पी.बी.एक्स-2464 9031-35 फैक्स : 011-2464 6988, 2464 9041 Phone : PBX 2464 9031-35 Fax : 011-2464 6988, 2464 9041 विसाईट : www.nhb.org.in ईमेल : nhbho1@bol.net.in तार : निवास बैंक Website : www.nhb.org.in E-mail : nhbho1@bol.net.in Gram : NIWAS Bank

"बैंक हिन्दी में पत्राचार का स्वागत करता है"

4. Housing Finance Companies are advised to ensure compliance of the above terms and conditions and funds should not be released unless the builder/developer/company fulfils the above requirements.

Yours faithfully,

(R.S.Garg)
General Manager

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