[redacted]

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

Wednesday,August 10 ,2016
7:30 PM

पावती क्रं.: 5479 दिनांक: 10/08/2016

गावाचे नाव: वाकड
दस्तऐवजाचा अनुक्रमांक: हवल17-5098-2016
दस्तऐवजाचा प्रकार : गहाणखत
सादर करणाऱ्याचे नाव: कस्तुरी डेव्हलपर्स तर्फे भागीदार श्री भरत देवकीनंदन अगरवाल तर्फे कु. मु. विश्वनाथ आत्माराम शिंदे

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 560.00
पृष्ठांची संख्या: 28	
एकूण:	रु. 30560.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 7:50 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक, हवेली 17

बाजार मुल्य: रु.0 /-
मोबदला रु.250000000/-
भरलेले मुद्रांक शुल्क : रु. 1000000/-

सह. दुय्यम निबंधक
हवेली क्र.१७,पुणे

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003087067201617E दिनांक: 10/08/2016
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 560/-

मूळ दस्त परत केला

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Index-2(सूची - २)

11/08/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. हवेली 17
दस्त क्रमांक : 5098/2016
नोंदणी :
Regn:63m

गावाचे नाव : 1) वाकड

(1)विलेखाचा प्रकार	गहाणखत
(2)मोबदला	250000000
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:पिंपरी-चिंचवड म.न.पा. इतर वर्णन :, इतर माहिती: गांव मौजे वाकड येथील स.नं. 129 / अ1 व 129 / अ 2 यासी क्षेत्र 13972 चौ मी या मिळकतीवर बांधलेल्या [illegible] योजने मधील व दस्तात नमुद केल्याप्रमाणे.((Survey Number : 129 P ;)) [illegible]
(5) क्षेत्रफळ	1) 13972 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कस्तुरी डेव्हलपर्स तर्फे भागीदार श्री भरत देवकीनंदन अग्रवाल तर्फे मु. मु. विश्वनाथ आत्माराम शिंदे वय:-37; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: 1अक्रम कोर्ट , ब्लॉक नं: ., रोड नं: [illegible] पुणे, महाराष्ट्र, पुणे. पिन कोड:-411015 पॅन नं:-AAIFK6470G
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एच डी एफ सी लि तर्फे अधिकृत अनुराग तिवारी वय:-28; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: 1500 एच डी एफ सी हाउस , ब्लॉक नं: पुणे विद्यापीठ रोड, रोड नं: शिवाजीनगर पुणे , महाराष्ट्र, पुणे. पिन कोड:-411005 पॅन नं:-
(9) दस्तऐवज करुन दिल्याचा दिनांक	10/08/2016
(10)दस्त नोंदणी केल्याचा दिनांक	10/08/2016
(11)अनुक्रमांक,खंड व पृष्ठ	5098/2016
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1000000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मी नक्कल केली
मी वाचली
मी तपासली

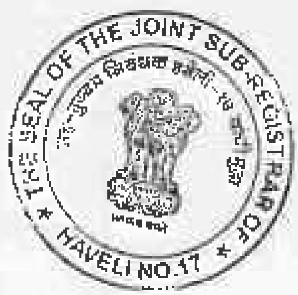
दस्तासोबतची प्रत श्री./श्रीमती तिवारी यांना दिली असे.

अस्सल बरहुकुम नक्कल
दि. ११०८१६

सह-दुय्यम निबंधक हवेली क्र.१७

मुल्यांकनासाठी विचारात घेतलेला तपशील:- : मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : b) When possession is not given



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Serial 3/43

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CHALLAN

MTR Form Number-6

GRN	MH003367367201617E	BARCODE		Date	29/07/2016-13:11:37	Form ID	48(b)

Department	Inspector General Of Registration	**Payer Details**	
Type of Payment	Stamp Duty Registration Fee	TAX ID (If Any)	
		PAN No. (If Applicable)	
Office Name	HVL1_HAVELI NO 1 SUB REGISTRAR	Full Name	KASTURI DEVELOPERS
Location	PUNE		
Year	2016-2017 One Time	Flat/Block No.	S. No. 129 (Part)
Account Head Details	**Amount In Rs.**	Premises/Building	
0030046401 Stamp Duty	1000000.00	Road/Street	Wakad, Taluka Mulshi, District Pune
0030063301 Registration Fee	30000.00	Area/Locality	Pune
		Town/City/District	
		PIN	4 1 1 0 5 7
		Remarks (If Any)	SecondPartyName=HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED~
		Amount In Words	Ten Lakh Thirty Thousand Rupees Only
Total	1030000.00		
Payment Details	BANK OF MAHARASHTRA	**FOR USE IN RECEIVING BANK**	

Cheque-DD Details		Bank CIN	REF No.	02300042016072952024 / 360704498
Cheque/DD No		Date		29/07/2016-13:09:56
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA
Name of Branch		Scroll No. , Date		Not Verified with Scroll

Mobile No. : Not Available

THE SEAL OF THE JOINT SUB-REGISTRAR HAVELI NO. 17

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DEED OF SIMPLE MORTGAGE

THIS DEED OF SIMPLE MORTGAGE is made at **Pune** this 10 day of ~~July~~ August 2016

BETWEEN

KASTURI DEVELOPERS, a Partnership registered under the Indian Partnership Act, 1932, having its Office at **1, Adams Court, Baner Road, Pune – 411 045,** hereinafter referred to as the "Mortgagor" (which expression shall unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the First Part

AND

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its registered office at **Ramon House, H. T. Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai – 400 020** and branch office among other places at **HDFC House, 1500,University Road, Shivajinagar, Pune 411005**, hereinafter referred to as "the Mortgagee" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the Other Part

WHEREAS

A. The Mortgagor herein is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of Project Land of "Epitome", constructed on land bearing S. No. 129 (Part) situate at Village Wakad, Taluka Mulshi, District Pune together with the structures standing thereon and property along with undivided share and interest in the land thereunder as the case may be more particularly detailed and described in **the Schedule** hereunder written and hereinafter referred to as **"the said Property"**.

SEAL OF THE JOINT SUB-REGISTRAR HAVELI NO. 17

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B. By separate Master Facility Agreement dated 01st August ~~July~~ 2016 (the "Loan Agreement") or as may be amended from time to time, executed between the Mortgagor and the Mortgagee, the Mortgagee has agreed to grant to the Mortgagor loan as detailed in the Loan Agreement and the Mortgagor has agreed to avail from the Mortgagee, Loan aggregating to **Rs. 25,00,00,000/- (Rupees Twenty Five Crores Only)** (the said Loan) on the terms and conditions contained in the Loan Agreement mentioned above.

C. One of the terms and conditions of the Loan Agreement is that the said Loan together with interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies payable by the Mortgagor under the Loan Agreement shall be secured, inter alia, by a mortgage and charge on the said Property.

D. The Loan Agreement further contemplates that the said Loan shall also be secured by the Receivables that are arising out of the said Property and/or are rightful entitlement of the Mortgagor by virtue of Mortgagor's ownership to the said Property (hereinafter referred to as "the Receivables") The said Property and the Receivables are hereinafter collectively referred to as "the Mortgage Property".

E. The Mortgagor has agreed to mortgage the Mortgage Property in favour of the Mortgagee as security towards repayment of the said Loan, together with interest, liquidated damages and all other moneys as payable under the aforesaid Loan Agreement and payable hereunder; The Mortgagor has complied with all other legal requirements and has obtained all such authorisations, as may be required or expedient for creation of the security in favour of the Mortgagee.

SEAL OF THE JOINT SUB-REGISTRAR

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NOW THIS DEED WITNESSETH AND IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS UNDER: -

1. That pursuant to the said Loan Agreement and in consideration of the Mortgagee having agreed to grant/extend to the Mortgagor for the said Loan on the terms and conditions contained in the Loan Agreement, the Mortgagor, hereby covenants with the Mortgagee that the Mortgagor shall repay to the Mortgagee the said Loan and pay interest thereon at the rate and on the dates and in the manner as mentioned in the Loan Agreement and mentioned hereunder written together with interest, additional interest, further interest, liquidated damages, commitment charges, premia on prepayment or on redemption, costs, charges, expenses and other monies payable by law or under the Loan Agreement or payable hereunder ("Mortgage Debt").
2. The Mortgagor further covenants with the Mortgagee that in the event of the Mortgagor failing to pay any installment of the said Loan and/or interest on the respective dates as specified in the Loan Agreement, then in every such case the Mortgagor shall pay to the Mortgagee additional interest as stipulated in the Loan Agreement 5% over and above the Applicable Rate or 18%, whichever is higher, provided always and it is hereby further agreed that the provisions of clauses relating to additional interest rate shall not in any way be deemed to authorise the Mortgagor to allow any installment of the Loan and/or interest to fall in arrears and not constitute an event of default and as such anyway interfere with, prejudice, limit or affect the powers of sale or entry or any other powers or remedies for securing and enforcing payment of the Mortgage Debt.
3. In consideration aforesaid, the Mortgagor doth hereby

THE SEAL OF THE JOINT SUB-REGISTRAR

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mortgage the Mortgage Property and all right, estate, interest and benefits therein as security for repayment of the said Mortgage Debt with a condition that on the Mortgagor repaying the said Mortgage Debt to Mortgagee, the Mortgagee will release the Mortgage Property and shall if so required by the Mortgagor execute a Deed of Release but at the costs of the Mortgagor.

4. It is further agreed and declared by the Mortgagor that in the event of the Mortgagor failing to pay the said Mortgage Debt when the same shall become due or on the happening of an event of default as stated in the Loan Agreement, the Mortgagee shall in addition to any other remedies available in law including the SARFAESI Act have the right and power to have the Mortgage Property sold without the intervention of the Court and to realise and appropriate the said Mortgage Debt out of the net sale proceeds of the said Property. The Mortgagee shall also have power to appoint an agent or receiver subject to but not limited to meeting the requirements of Section 69 & 69A of the Transfer of Property Act, 1882 in respect of the Mortgage Property and income arising in relation thereto.

5. The Mortgagor doth hereby declare, confirm and undertake to the Mortgagee that the Mortgage Property is the absolute property of the Mortgagor and free from any mortgage, charge, lien or encumbrance whatsoever and is not subject to any lispendens, against the Mortgagor, attachment or other process issued by any Court or authority served on the Mortgagor and that the title of the Mortgagor to the Mortgage Property is clear and marketable.

6. It is further agreed by the Mortgagor that the Mortgagor shall not at any time during the continuance of this security sell or dispose of the said Property or any part thereof or create any

mortgage lien or charge by way of mortgage, hypothecation, pledge or otherwise howsoever or other encumbrance of any kind whatsoever to the intent and purpose that the said Property and all parts thereof shall remain free from any encumbrances whatsoever during the continuance of these presents.

7. And it is further agreed and declared by the Mortgagor that it shall also be liable to pay and shall pay all costs, charges and expenses that the Mortgagee will incur for the protection of the Mortgage Property and or for the realisation of the Mortgage Debt and same shall be deemed to form part of the Mortgage Debt and the security thereof as aforesaid.

8. It is further agreed by the Mortgagor, that the Mortgagor shall, at all times during the continuance of the security hereby created duly and punctually pay any imposts, duties, taxes, premia and outgoings which become lawfully payable by the Mortgagor in respect of the said Property or any part thereof, in connection with the carrying out by the Mortgagor or maintenance of any business or operations thereon, except where the Mortgagor is contesting the same in good faith and has, if there has been a final determination by any governmental authority, made adequate reserves for the payment of the same, if they are found to be due and shall prevent any part of such said Property from becoming charged with the payment of any such imposts, duties and taxes payable by the Mortgagor and shall punctually discharge all claims and pay all the taxes, duties and imposts which under applicable law are payable by the Mortgagor and would affect the security created hereunder. If the Mortgagor fails to pay the imposts, stamp duties, other duties, taxes or other charges payable hereinabove, then the Mortgagee is not obligated to pay such amounts, on behalf of the Mortgagor, in

the event the same is paid by the Mortgagee for and on behalf of the Mortgagor, the Mortgagor will on demand repay to the Mortgagee every sum of money so paid for that purpose by the Mortgagee with interest thereon at the rate payable on the Loan from the date of payment, and until such repayment the same shall be a charge upon the said Property.

9. It is further agreed and declared by the Mortgagor that so long as any moneys remain due on the security of these presents, the Mortgagor shall keep the said Property in good repairs and condition and keep the same insured with an insurance company acceptable to the Mortgagee upto the replacement value thereof as approved by the Mortgagee against fire, lightening, explosion, earthquake, riot, storm, tempest, flood and such other risks as may be specified by the Mortgagee and pay all premia and other sums payable for such purpose at least eight days before the day on which the same respectively ought to be paid and will on demand deliver to the Mortgagee the policy or policies of insurance and due receipt for every such payment duly endorsed and assigned in favour of the Mortgagee and that the Mortgagor shall not at any time hereafter during the continuance of any such insurance as aforesaid do any act or commit any default whereby the said insurance may be rendered void or voidable or an increased premium become payable therefore and shall and will in case at any time during the continuance of this security the said insurance shall by any means become void or voidable forthwith at their own costs effect a new insurance in lieu of such void or voidable insurance in the name of the Mortgagee in some insurance office to be approved by the Mortgagee in the replacement value thereof AND THAT if default shall be made in insuring or keeping the said Property insured as aforesaid it shall be lawful for the Mortgagee on giving 24

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hours notice to insure and keep insured the said Property and that the Mortgagor will on demand repay to the Mortgagee every sum of money expended for that purpose by the Mortgagee with interest thereon at the rate payable on the Loan from the time of the same respectively having been so expended and that until such repayment the same shall be a charge upon the said Property and it is hereby agreed and declared that all sums of money received under or by virtue of any such insurance as aforesaid shall be at the option of the Mortgagee either be forthwith applied in or towards the substantially rebuilding, reinstating and repairing the said Property or in or towards payment of the principal money and interest for the time being remaining due on the security of these presents.

10. It is further agreed by the Mortgagor that it shall bear stamp duty, registration charges and other out of pocket expenses for the execution and registration of this deed but however each party will bear cost and professional charges of its Solicitor/Advocate.

Schedule

(Description of the said Property)

1. Mortgage of all that piece and parcel of the Project land of "Epitome", totally admeasuring 139.72 Ares i.e. 13,972 square metres constructed on land bearing (1) portion adm. 72 square metres out of Survey No. 129/1A/1 (old Survey No. 129/1A), (2) Survey No. 129/1A/4 (old Survey No 129/1A/5) adm. 300 sq. mtrs., (3) Survey No. 129/1A/5 (old Survey No. 129/1A/6) adm. 300 sq. mtrs., (4) Survey No. 129/1A/10 (old Survey No. 129/1A/12) adm. 300 sq. mtrs., (5) Survey No. 129/1A/11 (old Survey No. 129/1A/13) adm. 300 sq. mtrs., (6) Survey No. 129/1A/12 (old Survey No. 129/1A/14) adm. 300 sq. mtrs., (7) Survey No. 129/1A/18 (old Survey No. 129/1A/20) adm. 300 sq. mtrs., (8) Survey No. 129/1A/22 (old Survey No. 129/1A/24) adm. 300 sq. mtrs., (9) Survey

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No. 129/1A/25 (old Survey No. 129/1A/27) adm. 300 sq. mtrs., (10) Survey No. 129/1A/29 (old Survey No. 129/1A/31) adm. 300 sq. mtrs., (11) Survey No. 129/1A/32 (old Survey No. 129/1A/35) adm. 300 sq. mtrs., (12) Survey No. 129/1A/33 (old Survey No. 129/1A/36) adm. 300 sq. mtrs., (13) Survey No. 129/1A/34 (old Survey No. 129/1A/37) adm. 300 sq. mtrs., (14) Survey No. 129/1A/35 (old Survey No. 129/1A/38) adm. 300 sq. mtrs., (15) Survey No. 129/1A/36 (old Survey No. 129/1A/39) adm. 300 sq. mtrs., (16) Survey No. 129/1A/37 (old Survey No. 129/1A/40) adm. 300 sq. mtrs., (17) Survey No. 129/1A/38 (old Survey No. 129/1A/41) adm. 400 sq. mtrs., (18) Survey No. 129/1A/39 (old Survey No. 129/1A/42) adm. 300 sq. mtrs., (19) Survey No. 129/1A/42 (old Survey No. 129/1A/45) adm. 300 sq. mtrs., (20) portion adm. 600 sq. mtrs out of Survey No. 129/1B, (21) Survey No. 129/1B/1 (old Survey No. 129/1B/31) adm. 300 sq. mtrs., (22) Survey No. 129/1B/4 (old Survey No. 129/1B/34) adm. 300 sq. mtrs., (23) Survey No. 129/1B/6 (old Survey No. 129/1B/36) adm. 300 sq. mtrs., (24) Survey No. 129/1B/9 (old Survey No. 129/1B/39) adm. 300 sq. mtrs., (25) Survey No. 129/1B/23 (old Survey No. 129/1B/53) adm. 300 sq. mtrs., (26) Survey No. 129/1B/24 (old Survey No. 129/1B/54) adm. 300 sq. mtrs., (27) Survey No. 129/1B/25 (old Survey No. 129/1B/55) adm. 300 sq. mtrs., (28) Survey No. 129/1B/30 (old Survey No. 129/1B/60) adm. 300 sq. mtrs., (29) portion adm. 300 sq. mtrs out of Survey No. 129/2/1, (30) Survey No. 129/2/17 adm. 300 sq. mtrs., (31) Survey No. 129/2/24 (old Survey No. 129/2/29) adm. 300 sq. mtrs., (32) Survey No. 129/3+5/6 adm. 300 sq. mtrs., (33) Survey No. 129/3+5/17 (old Survey No. 129/3+5/14) adm. 300 sq. mtrs., (34) Survey No. 129/3+5/26 (old Survey No. 129/3+5/23) adm. 300 sq. mtrs., (35) Survey No. 129/3+5/27 (old Survey No. 129/3+5/24) adm. 300 sq. mtrs., (36) Survey No. 129/3+5/28 (old Survey No. 129/3+5/25) adm. 300 sq. mtrs., (37) Survey No. 129/3+5/35 (old Survey No. 129/3+5/32) adm. 300 sq. mtrs., (38) Survey No. 129/3+5/36 (old Survey No. 129/3+5/33) adm. 300 sq. mtrs., (39) Survey No. 129/3+5/39 (old Survey No. 129/3+5/36) adm. 300 sq. mtrs., (40) Survey No. 129/3+5/40 (old Survey No. 129/3+5/37) adm. 300 sq. mtrs., (41) Survey No. 129/3+5/48 (old Survey No. 129/3+5/45) adm. 300 sq. mtrs., (42) Survey No. 129/3+5/50 (old Survey No. 129/3+5/47) adm. 300 sq. mtrs., (43) Survey No. 129/3+5/56 (old Survey No. 129/3+5/55) adm. 300 sq. mtrs., (44) Survey No. 129/3+5/58 (old Survey No. 129/3+5/57) adm. 300 sq. mtrs. and (45) Survey No. 129/3+5/64 (old Survey No. 129/3+5/62) adm. 400 sq. mtrs. situate at village Wakad, Taluka Mulshi, District Pune together with all construction thereon present

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[excluding built up area of 50,000 sq.ft. (area to be allotted/retained to/by the land owner of this Project) and sold Units, admeasuring 82,602 sq.ft. carpet as detailed in the table hereunder] and future together with all present and future FSI/TDR and any accruals/ income/ claim that may arise from the land/construction thereon and all receivables from sale of any unit constructed on the abovementioned land.

Sr. No.	Bldg. No	Flat No	Carpet Area (sq.ft.)
1	Building A	301	1,751
2	Building A	302	1,753
3	Building A	501	1,753
4	Building A	502	1,751
5	Building A	602	1,775
6	Building A	801	1,859
7	Building A	1102	1,753
8	Building A	1202	1,859
9	Building A	1301	1,751
10	Building B	201	1,775
11	Building B	202	1,775
12	Building B	301	1,753
13	Building B	302	1,753
14	Building B	501	1,753
15	Building B	502	1,753
16	Building B	601	2,435
17	Building B	602	1,775
18	Building B	901	1,732
19	Building B	1001	2,435
20	Building B	1002	1,775
21	Building B	1102	1,753
22	Building B	1201	1,859
23	Building B	1301	1,753
24	Building B	1302	1,753
25	Building B	1401	1,775
26	Building C	202	1,770
27	Building C	301	1,753
28	Building C	401	1,859
29	Building C	501	1,732
30	Building C	502	1,732
31	Building C	602	1,770
32	Building C	702	1,732

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हवल - १०
४०८ | ११ | २६
२०१६

33	Building C	801	1,859
34	Building C	802	1,855
35	Building C	901	1,732
36	Building C	902	1,751
37	Building C	1001	2,435
38	Building C	1002	1,740
39	Building C	1201	1,859
40	Building C	1202	1,825
41	Building C	1301	1,732
42	Building C	1402	1,770
43	Building C	1501	1,751
44	Building C	1502	1,753
45	Building C	1702	2,580
		Total	82,602

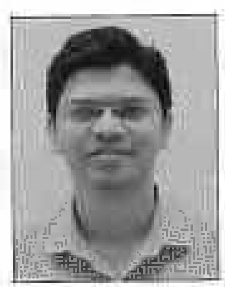
2. Charge/Assignment of receivables from sale of unit/s, (both sold and unsold), accruing to the Mortgagor's share, constructed on the above residential project land and all insurance proceeds, both present and future.

IN WITNESS WHEREOF the Mortgagor and the Mortgagee have hereunto set and subscribed their respective hand through their authorised representatives and seal the day and year first hereinabove written

SIGNED AND DELIVERED by the withinnamed Mortgagor **KASTURI DEVELOPERS**, by the hand of its Authorised Partners, **Mr. Bharat Agarwal**

KASTURI DEVELOPERS

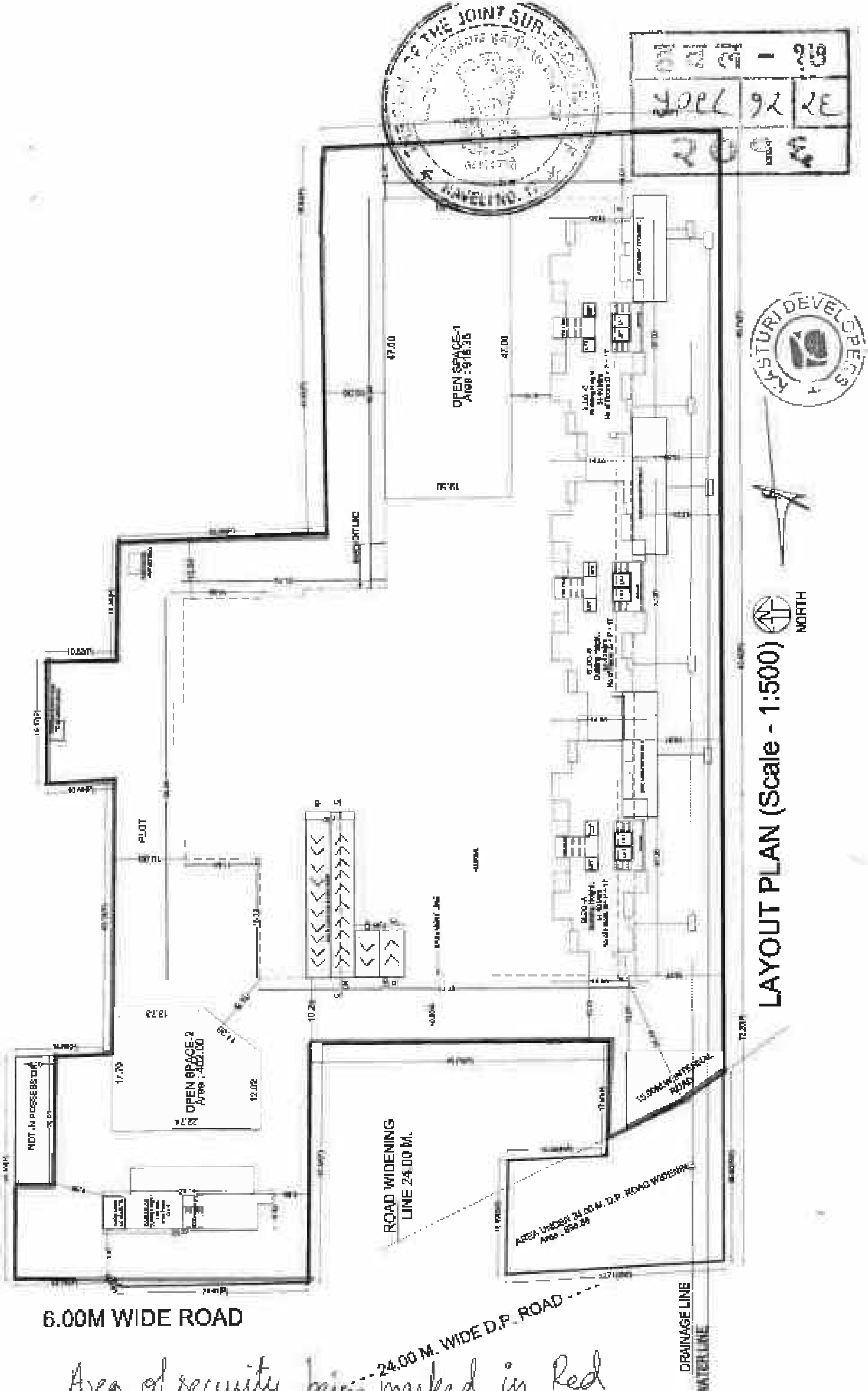
SIGNED AND DELIVERED by the withinnamed Mortgagee by the hand of Mr. Anurag Tiwari its authorized signatory.



In The Presence

1) Vaishali V. Shinde
Pimple Saudagar. Pune 27.

2) Rahul Jadhav.
Pimple Saudagar
Pune



Area of security being marked in Red

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HDFC
HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

Kasturi Developers
1 Adams Court
2nd Floor
Opposite Hotel Mahabaleshwar
Baner Road
Pune - 411045

June 9, 2016

Dear Sirs,

With referance to your application and further to our recent discussions we set out below the terms of the proposed Financial Facility. If this is acceptable please acknowledge and return a copy of this letter

1	**Borrower**	Kasturi Developers (KD)
2	**Amount**	Term Loan -Rs 25.00 crs
3	**Purpose**	Term Loan to KD for the construction of its Residential Project 'Epitome' at Wakad, Pune
4	**Drawdown**	1. Loan to be drawn down within 30 days. Each drawal should be at least Rs 10.00 lacs (and an integral multiple of Rs 10.00 lacs) 2. If drawdown does not happen within 30 days all the terms of this letter is subject to review by HDFC 3. Disbursements and proceeds from the sales to be utilised towards the development of the project
5	**Term**	40 months from the date of first disbursement
6	**Repayment**	KD will open an Escrow Account and a Designated Account with HDFC Bank Ltd. KD will inform flat/ unit purchasers to draw all cheques in favour of 'KD' Escrow Account No__________ and ensure that all receivables from the project are deposited in this account. 15% (to be reviewed at every disbursement) of all the moneys received in the Escrow account, will be paid to HDFC Ltd towards principal repayment, the balance funds will be transferred to the Designated Account and KD will utilize for construction of project and for interest payment / repayment of the Loan to HDFC. The escrow percentage

HAVELI NO. 12

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		be reviewed on quarterly basis and at the time of every disbursement. Notwithstanding anything mentioned above, the outstanding balances at the end of the respective months will be maintained as per the schedule given below :

End of Month from the date 1st disbursement	Outstanding Balance (Rs in Crores)
32	24.00
33	21.00
34	18.00
35	15.00
36	12.00
37	9.00
38	6.00
39	3.00
40	Nil

		Post Dated Cheques (**PDCs**) for the repayment of the loan to be submitted at the time of the first disbursement.
7	**Security**	1 Mortgage of the project land admeasuring 13,972 sqmtrs less the saleable area sold located at S.No 129, Wakad, Pune. 2 Personal guarantees of Mr Bharat Agarwal, Mr Dilip Agarwal, Mr Santosh Agarwal and Mr Premnath Agarwal 3 An exclusive charge on the scheduled receivables under the documents entered into with the customers of the funded project by the Borrower, and all insurance proceeds, both present and future 4 And / or any other security of higher or equivalent value acceptable to HDFC
7A	**Security Release**	KD will obtain a specific release letter for every unit sold before the Agreement to sell is registered. ***The release letter should be obtained irrespective of whether the prospective buyer is proposing to avail a Home Loan.*** The charge created by HDFC would not be released if the above letter is not obtained.

हवल - १७
४०८८ | ९४ | २८
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8	**Security Cover**	Security cover of 2.00 times the outstanding loan will be maintained throughout the tenure of the loan
9	**Interest Rate**	As in the Facility Agreement, inter alia including but not limited to the following: 1. The rate of interest applicable on the said Financial Facility is linked to HDFC's Corporate Prime Lending Rate (HDFC CPLR) For Term Loan: 13.75% p.a. Linked to HDFC CPLR with a negative spread of 390 basis points. (HDFC CPLR as on date is 17.65%) (a) You shall pay to HDFC interest on the said Financial Facility at the end of every month, i.e. on or before the last day of every month, at the Applicable Rate, plus tax or other statutory levy, if any. Provided the aforesaid Applicable Rate shall be reset at each "Reset Date" on the said Outstanding Financial Facility amount, based on the then prevailing HDFC CPLR rate and you shall thereafter pay interest at such reset rate. Provided the last interest installment shall be paid simultaneously with the last installment of the principal amount of the said Financial Facility. Interest shall be payable from the date of first disbursement and shall be calculated on the basis of a year of 365 days (b) "Applicable Rate" shall mean HDFC Corporate Prime Lending Rate (CPLR) plus/ minus Spread that will be applicable from time to time on each disbursement of the said Financial Facility. (c) "Reset Date" shall mean 1st of every calendar month from which the Applicable Rate is calculated and becomes Applicable on the Borrower (d) HDFC may, at its sole discretion, charge interest on the said Financial Facility at the weighted average Rate of

THE SEAL OF THE SUB-REGISTRAR HAVELI NO. 11

२०९६ २०९६ ४०/२ ९४ २८

		disbursement of the said Financial Facility. (c) "Reset Date" shall mean 1st of every calendar month from which the Applicable Rate is calculated and becomes Applicable on the Borrower. (d) HDFC may, at its sole discretion, charge interest on the said Financial Facility at the weighted average Rate of interest on the disbursements made out of the said Financial Facility. For the purpose of this clause "weighted average rate" means the weighted mean of the Rates of interest Applicable to the said Financial Facility. 2. HDFC at its option and discretion may change the interest rate spreads as on the date of the signing of the Facility Agreement.
10	**Administrative Fees**	1.00% of the loan amount (plus S Tax & EC as applicable on acceptance of the Offer Letter)
11	**Retail Business Participation**	Any funding opportunity, which arises in the Project with regard to the sale of residential / commercial units, either on completion or during the course of construction, shall be first offered by KD to HDFC on a best effort basis. Minimum targeted business is detailed below: Project Name Sanction Nos Epitome 15
12	**General Disclosure**	KD shall, in its communication with the prospective buyers and/or any person by way of Pamphlets / Brochures etc. specifically disclose that the property with respect to which the flats are being offered for sale and/or are being constructed is mortgaged to HDFC as a security towards financial assistance availed by it from HDFC for the construction / development of the Project on the property. KD will ensure that the necessary permanent displays are put up on the site to inform prospective buyers that the project finance has been availed from [illegible] Ltd.

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www.hdfc.com

(b) Any material fact concerning your profits or ability to pay, or any other relevant aspect of your application of Financial Facility is withheld, suppressed, or concealed or not made known to us.

(c) Any statement made in the application is found to be incorrect or untrue.

(d) The Facility Agreement and other documents, as required by us are not executed within a period of 30 days form the date hereof or during any further extension of the period mutually agreed upon.

(e) Any information as may be required by HDFC from time to time pertaining to the project is not furnished in the form prescribed/approved by HDFC.

(f) As an outcome of legal due diligence, HDFC is of the view that it is unviable to proceed further with the offer as made hereinabove.

If the offer is acceptable to you, kindly sign the copy marked "Acceptance Copy" in token of your acceptance and return it within 15 days from the date of this letter. Along with the Acceptance Copy, you are requested to send us a cheque/ demand draft of Rs 28,75,000/- in favour of HDFC Limited payable at Pune on account of Fees of Rs 25,00,000/-(Rupees Twenty Five Lacs Only) and service tax of Rs 3,75,000/- (Rupees Three Lac Seventy Five Thousand Only) failing which the offer is liable to be withdrawn.

We look forward to your acceptance of this offer in order to expedite the conclusion of this transaction and the disbursement hereunder.

Yours faithfully,
For HOUSING DEVELOPMENT FINANCE CORPN. LTD

AUTHORISED SIGNATORY

Accepted,

(Name & signature of Authorised Signatory)
(Stamp of the company)

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भारतीय गैर न्यायिक

भारत INDIA

रु. 500

FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

S 624387

26 NOV 2014

- 9 SEP 2014

प्रथम मुद्रांक लिपीक कोषागार पुणे

26 NOV 2014

THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO.16

हवल - १८

2014

Power of Attorney without Consideration

THE SEAL OF THE JOINT SUB-REGISTRAR HAVELI NO. 17

हवल - १७

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THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO. 18

हवल-१८

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THE SEAL OF THE JOINT SUB-REGISTRAR HAVELI NO. 17

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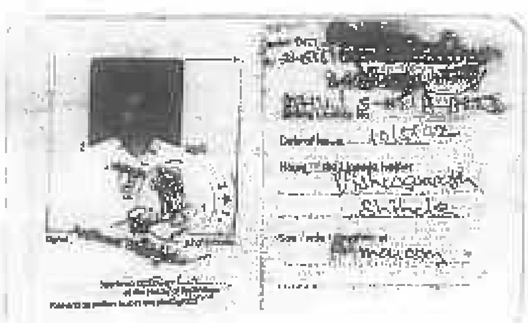

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THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO.18

हवल - १८

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POWER OF ATTORNEY WITHOUT CONSIDERATION

This Power of Attorney made and executed at Pune on this 27th Day of November 2014

To all to whom these presents may come, I Mr. Bharat D. Agarwal Age Adult, residing at B-303, Mantri Lawns, Anand Park, Aundh-411007 and having office at -1, Adams Court, Opp. Hotel Mahableshwar, Baner, Pune-411045 .- SEND GREETINGS

WHEREAS, I have purchased various lands and intend to purchase lands in and around city of Pune, and Pimrpi-Chichwad, however due to my business commitments and work load, I am unable to attend the Office of Sub-registrar/Joint Registrar and admit execution of the deeds/documents/power of attorneys pertaining to the said land/s and of Flats/buildings/units constructed thereon.

Whereas I am executing this Power of Attorney in favour of the below mentioned person to do all the acts, deeds, matters and things for admitting execution document executed by me of the said documents such as Agreements/Deeds/Indenture/Mortgages/licenses/leases and such other documents as may be necessary and pertaining to such lands, flats/units/offices/bungalows/terraces/garden-spaces/amenity spaces/roads etc as and when the same become necessary.

NOW THEREFORE BY THIS Power of Attorney I do hereby appoint, nominate and Constitute, Mr. Vishwanath Atmaram Shinde age: 35 years, Address: Flat No. 9, wing A-5, Yash Sankul, Pimple Saudagar, Pune-411 027, to do the following acts in this regard that is to say:

1. To admit the execution of Agreement, Deed of Conveyance, Leave and License Agreements, Deeds of Apartments, TDR documents, Deed of Correction, Deed of Cancellation, Deed of Transfer /Assignment, Power of Attorneys, and all such deed, Agreements and documents signed by me pertaining to the said

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THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO.18

हवल - १८
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properties/flats/units/offices/bungalows/terraces/garden spaces/amenity spaces/roads etc .

2. To lodge the said Agreement, Deed of Conveyance, Leave and License Agreements, Deeds of Apartments, TDR documents, Deed of Correction, Deed of Cancellation, Deed of Transfer /Assignment, Power of Attorneys and any such other documents for registration in the offices of Sub-Registrar of Assurances/ Joint Registrar and to admit execution of the same.

3. To pay such necessary and incidental fees and charges that may be required to be paid for the said registration.

4. I agree and undertake to ratify all those acts deeds and things as may be done or performed by my said Attorney in pursuance of the Powers conferred upon him by these presents

In witness whereof, I have today at Pune on this 27th day of November 2014.

Hereinabove mentioned signed and delivered these presents.

Executant

Mr. Bharat D. Agarwal

Attorney

I ACCEPT

Mr. Vishwanath Atmaram Shinde

THE SEAL OF THE JOINT SUB-REGISTRAR

हवल - १८
२०१४

In presence of :

1) Shama C. Sangoram
H/3, 403 Harsh Paradise
Aundh, Pune 411007

2) Umesh Chaudhari
Royal Casa, Ravet.
Pune - 44

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Summary1 (GoshwaraBhag-1)

हवेल - १७

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सोमवार 15 डिसेंबर 2014 3:57 म.नं.

दस्त गोषवारा भाग-1

हवल18 [illegible]

दस्त क्रमांक: 9064/2014

दस्त क्रमांक: हवल18 /9064/2014

बाजार मुल्य: रु. 00/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. हवल18 यांचे कार्यालयात

अ. क्रं. 9064 वर दि.15-12-2014

रोजी 3:49 म.नं. वा. हजर केला.

पावती:9909 पावती दिनांक: 15/12/2014

सादरकरणाराचे नाव: भरत इनफीनेक्स [illegible]

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 140.00
नक्कल फी	रु. 20.00
पृष्ठांची संख्या: 7	

दस्त हजर करणाऱ्याची सही:

एकूण: 260.00

सह दुय्यम निबंधक, हवेली-18

सह दुय्यम निबंधक, हवेली-18

दस्ताचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: (48-ब) [illegible] एकापेक्षा अधिक [illegible]

प्राधिकार मिळाला असेल तेव्हा

शिक्का क्र. 1 15 / 12 / 2014 03 : 48 : 33 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 15 / 12 / 2014 03 : 49 : 50 PM ची वेळ: (फी)

प्रतिज्ञा पत्र

सदर दस्त हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार/ओळखदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे स्वतः जबाबदार राहतील. दस्तऐवज सोबत जोडलेले कागदपत्रे, कुलमुखत्यार धारक व्यक्ती शपथेवर सादर करण्यात आल्याने त्यांची संपूर्ण जबाबदारी निष्पादकाची राहील.

लिहून देणारे:

१)

२)

लिहून घेणारे

१)

२)

iSarita v1.3.0

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Summary-2(दस्त गोषवारा भाग - २)

दस्त गोषवारा भाग-2	हवल12 [illegible] ६
	[illegible] 9064/2014

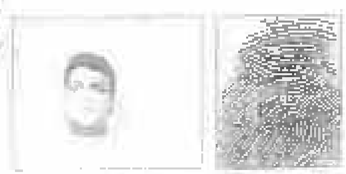
15/12/2014 3 59.08 PM

दस्त क्रमांक: हवल19/9064/2014
दस्ताचा प्रकार: -[illegible]

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: विश्वनाथ [illegible] शिंदे पत्ता: प्लॉट नं: 9, माळा नं: 3, इमारतीचे नाव: [illegible] ब्लॉक नं: पिंपळे गुरव रोड, रोड नं: [illegible] [illegible] पुणे, महाराष्ट्र, पुणे पॅन नंबर:	[illegible] वय :-25 स्वाक्षरी:-		
2	नाव: भरत [illegible] अगरवाल पत्ता: प्लॉट नं: 303, माळा नं: 3, इमारतीचे नाव: [illegible] [illegible], ब्लॉक नं: आनंद पार्क, रोड नं: [illegible] महाराष्ट्र, पुणे पॅन नंबर:	[illegible] वय :-42 स्वाक्षरी:-		

[illegible] दस्तऐवज करुन देणार तथाकथित [illegible] चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:15 / 12 / 2014 03 : 50 : 44 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तिशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	अंगठ्याचा ठसा
1	नाव: [illegible] वय:33 पत्ता: [illegible] पुणे पिन कोड:411043,	स्वाक्षरी		
2	नाव: [illegible] वय 25 पत्ता: पुणे [illegible] पिन कोड:411001	D.S. Haribhakt स्वाक्षरी		

असे प्रमाणित करण्यात येत की,
सदर दस्तऐवजात एकूण ६ पाने आहेत

सह. दुय्यम निबंधक
हवेली [illegible] पुणे शहर

शिक्का क्र.4 ची वेळ:15 / 12 / 2014 03 : 51 : 23 PM

शिक्का क्र.5 ची वेळ:15 / 12 / 2014 03 : 5[illegible] नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक, हवेली-18

१/ ३/ [illegible] पुस्तकाचे
[illegible] नोंदला

9064/2014

Know Your Rights as Registrants
[illegible] Scanned Document for [illegible] pages on a [illegible]
Get print and mini-CD of scanned document [illegible]

सह दुय्यम निबंधक [illegible] पुणे
दिनांक ९ ५ / १ २ / २ ० १ ४

iSarita v1.3.0

[illegible]	-	६३
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THE SEAL OF THE JOINT SUB-REGISTRAR HAVELI NO. 17

हवल - १७		
५०९८	२४	२६
२०१६		

घोषणा पत्र

मी विश्वनाथ आत्माराम शिंदे या द्वारे घोषित करतो की, दुय्यम निबंधक मुळशी/हवेली क्रं.१५ पुणे यांच्या कार्यालयात साठेखत या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री भरत देवकींनदन अगरवाल व इ. यांनी कुलमुखत्यार दस्त क्रं. ९०६४/२०१४ हवेली क्रं. १८ यांच्या कार्यालयात दि. १५-१२-२०१४ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणांमुळे कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :- १०/८/ २०१६

सही :-

नांव :- विश्वनाथ आत्माराम शिंदे

कुलमुखत्यारपत्रधारकांचे नांव व सही.

बुधवार,10 ऑगस्ट 2016 7:39 म.नं.

दस्त गोषवारा भाग-1

हवल17 २५१२६

दस्त क्रमांक: 5098/2016

दस्त क्रमांक: हवल17/5098/2016

बाजार मुल्य: रु. 00/-   मोबदला: रु. 25,00,00,000/-

भरलेले मुद्रांक शुल्क: रु.10,00,000/-

दु. नि. सह. दु. नि. हवल17 यांचे कार्यालयात
अ. क्रं. 5098 वर दि.10-08-2016
रोजी 7:38 म.न. वा. हजर केला.

पावती:5479   पावती दिनांक: 10/08/2016

सादरकरणाराचे नाव: कस्तुरी हाऊसिंग फर्म तर्फे भागीदार श्री भगत वेंकटीनंदन अगरवाल तर्फे कु. मु. विश्वनाथ आत्माराम गिरि

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 580.00
पृष्ठांची संख्या: 29	

दस्त हजर करणाऱ्याची सही:

एकूण: 30580.00

सह दुय्यम निबंधक, हवेली 17

सह दुय्यम निबंधक, हवेली 17

दस्तऐवजाचा प्रकार: गहाणखत

मुद्रांक शुल्क: ब) जेव्हा उपांत प्रभार ताबा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

शिक्का क्र. 1 10 / 08 / 2016 07 : 38 : 24 PM ची वेळ: (सादरीकरण)

शिक्का क्र. 2 10 / 08 / 2016 07 : 38 : 49 PM ची वेळ: (फी)

प्रतिज्ञापत्र

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची आणि दस्ताची सत्यता, वैधता कायदेशीर बाबींसाठी खालील दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO.17

लिहून देणारे :
१)
२)

लिहून घेणारे :
१)
२)

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Summary-2(दस्त गोषवारा भाग - २)

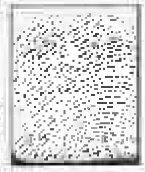
10/08/2016 7 41:02 PM

दस्त गोषवारा भाग-2

हवल17 २९१२६

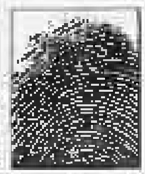
दस्त क्रमांक:5098/2016

दस्त क्रमांक :हवल17/5098/2016
दस्ताचा प्रकार :-गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:कस्तुरी डेव्हलपर्स तर्फे भागीदार श्री भरत देवकीनंदन अगरवाल तर्फे कु. मु. विश्वनाथ आत्माराम शिंदे पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: विक्रम कोर्ट , ब्लॉक नं: ., रोड नं: बाणेर रोड बाणेर पुणे, महाराष्ट्र, पुणे. पॅन नंबर:AAIFK6470G	कर्ज घेणार वय :-37 स्वाक्षरी:-		
2	नाव:एच डी एफ सी लि तर्फे अधिकृत अनुराग . तिवारी पत्ता:प्लॉट नं: .. माळा नं: .. इमारतीचे नाव: 1500 एच डी एफ सी हाउस , ब्लॉक नं: पुणे विद्यापीठ रोड. रोड नं: शिवाजीनगर पुणे , महाराष्ट्र, पुणे. पॅन नंबर:	कर्ज देणार वय :-28 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत गहाणखत चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:10 / 08 / 2016 07 : 39 : 40 PM

ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तिशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	स्वाक्षरी	छायाचित्र	अंगठ्याचा ठसा
1	नाव:वैशाली विश्वनाथ शिंदे वय:37 पत्ता:पिंपळे सौदागर पुणे 27 पिन कोड:411027	स्वाक्षरी		
2	नाव:दयानंद निवृत्ती गायकवाड वय:38 पत्ता:पिंपळे गुरव पुणे 61 पिन कोड:411061	स्वाक्षरी		

शिक्का क्र.4 ची वेळ:10 / 08 / 2016 07 : 40 : 50 PM

सह दुय्यम निबंधक हवेली-17

EPayment Details

क्र.	Epayment Number	Defacement Number
1	MH003087087201617E	0002013183201617

5098 /2016

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THE SEAL OF THE JOINT SUB-REGISTRAR OF HAVELI NO.17

असे प्रमाणित करण्यात येते की, सदर दस्तामध्ये एकूण २६ पाने आहेत. सह. दुय्यम निबंधक हवेली क्र. १७	पहिले नोंदणी पुस्तक क्रमांक ५०९८ नोंदला. सह. दुय्यम निबंधक हवेली क्र. १७ दिनांक १०/८/१६