

524/7405

Wednesday, May 16, 2018

5:09 PM

3

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 7641 दिनांक: 16/05/2018

गावाचे नाव: कोंढवा खुर्द

दस्तऐवजाचा अनुक्रमांक: हवल23-7405-2018

दस्तऐवजाचा प्रकार : गहाणखत

सादर करणाऱ्याचे नाव: कर्ज घेणार- रेप्टॉन प्रॉपर्टीज प्राईवेट लिमिटेड तर्फे संचालक श्री. धर्मेश किशोर गाथानी तर्फे
कु मु म्हणून सागर कदम -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण:

रु. 30900.00

Jt. Sub Registrar Haveli 23

वाजार मूल्य: रु.0/-

मोबदला रु.71000000/-

भरलेले मुद्रांक शुल्क : रु. 355000/-

सह. दुय्यम निबंधक वर्ग- २

हवेली क्र. २३, पुणे

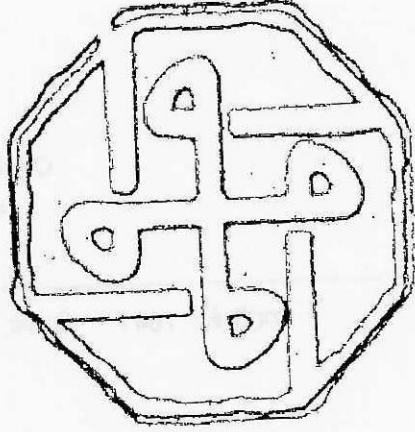
1) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001566890201819E दिनांक: 16/05/2018

वॅकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 900/-

मूळ दस्त परत दिला



मी. नक्कल घाचली
मी. रुजुवात घेतली

दस्तासावतची नक्कल
श्री. धर्मेश गजाली
घांनारिदिली समक
दिनांक १६/०५/२०१६

अससलवर हुकुम नक्कल

सह. दु. वि. वि. (२) हवेली २३



16/05/2018

सूची क्र. 2

दुध्यम निबंधक : सह. दु. नि. हवेली 23

दस्त क्रमांक : 7405/2018

नोदंणी :

Regn:63m

गावाचे नाव : कोंढवा खुर्द

(1) विलेखाचा प्रकार	गहाणखत
(2) मोबदला	71000000
(3) बाजारभाव (भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन, पोटहिस्सा व. प्रकर्मिक (असल्यास)	
(5) क्षेत्रफळ	1) 0.0 NA
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	16/05/2018
(10) दस्त नोंदणी केल्याचा दिनांक	16/05/2018
(11) अनुक्रमांक, खंड व पृष्ठ	7405/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	355000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	



1) पालिकेचे नाव: पुणे म.न.पा. इतर वर्णन : इतर माहिती: गांव मीजे कोंढवा खुर्द येथील सर्वे नंबर 11 हिस्सा नंबर 9 या वर बांधलेल्या सॉलिडर अपार्टमेंट मधील फ्लॅट नंबर ए- 303 व वी- 1504 अशी ही मिळकत (Survey Number : 11 Part ;)

1): नाव:- कर्ज घेणार- रेस्टॉन प्रॉपर्टीज प्राईवेट लिमिटेड तर्फे संचालक श्री. धर्मेश किशोर गायानी तर्फे कु मु म्हणून सागर कदम - वय:- 35; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- ए-5 एवरेस्ट वील्डींग, तारदेव रोड, तारदेव, मुंबई, महाराष्ट्र, MUMBAI. पिन कोड:- 400034 पॅन नं:- AAACR2812A

1): नाव:- कर्ज देणार- स्टेट बँक ऑफ इंडिया वाशी तुर्मे ब्रांच तर्फे आशीष कुर्जेकर - - वय:- 28; पत्ता:- प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- वाशी तुर्मे ब्रांच, देवगिरि व्हॅकिंग कॉम्प्लेक्स, फेस II, सेक्टर 19-सी, वाशी तुर्मे, नवी मुंबई, ठाणे, महाराष्ट्र, THANE. पिन कोड:- 400703 पॅन नं:- AAACS8577K



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही

b) When possession is not given



हवल - २३		
७४०५	९	४५
२०९८		

GRN	MH001566277201819E	BARCODE	Date		15/05/2018-17:30:14	Form ID	40(b)
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha			TAX ID (If Any)			
Office Name	HVL23_HAVELI 23 JOINT SUB REGISTRAR			PAN No.(If Applicable)			
Location	PUNE			Full Name	BHAGWATI WHEELS AND CARS PVT LTD		
Year	2018-2019 One Time			Flat/Block No.	FLAT NO A 303 AND B 1504 SOLITAIRE		
Account Head Details	Amount In Rs.		Premises/Building				
0030046401	Sale of NonJudicial Stamp		355000.00	Road/Street	KONDHWA KH		
				Area/Locality	PUNE		
				Town/City/District			
				PIN	4	1	1
					0	4	8
				Remarks (If Any)	SecondPartyName=STATE BANK OF INDIA-		
				Amount In	Three Lakh Fifty Five Thousand Rupees Only		
				Words			
			3,55,000.00				
Payment Details	BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02300042018051528507	181352544969
Cheque/DD No.		Bank Date	RBI Date	15/05/2018-17:31:58	Not Verified with RBI		
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch		Scroll No. , Date		80516 , 16/05/2018			

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9822023786
 चादर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-524-7405	0000891425201819	16/05/2018-15:37:58	IGR564	355000.00
Total Defacement Amount					3,55,000.00



CHALLAN
MTR Form Number-6



हवल - २३
७००५ २ ४९

GRN	MH001566277201819E	BARCODE	Date: 15/05/2018-17:30:14		Form ID (b)	2096		
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha		TAX ID (if Any)					
Office Name	HVL23_HAVELI 23 JOINT SUB REGISTRAR		Full Name	BHAGWATI WHEELS AND CARS PVT LTD				
Location	PUNE		Flat/Block No.	FLAT NO A 303 AND B 1504 SOLITAIRE				
Year	2018-2019 One Time		Premises/Building	KONDHWA KH				
Account Head Details	Amount In Rs.							
0030046401 Sale of NonJudicial Stamp	355000.00	Road/Street	PUNE					
		Area/Locality	PUNE					
		Town/City/District						
		PIN	4	1	1	0	4	8
Remarks (if Any)		SecondPartyName=STATE BANK OF INDIA~						
Total	3,55,000.00	Amount In Words	Three Lakh Fifty Five Thousand Rupees Only					
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK					
Cheque/DD Details	Bank CIN	Ref. No.	02300042018051528507	005940193				
Cheque/DD No.	Bank Date	RBI Date	15/05/2018-17:31:58	Not Verified with RBI				
Name of Bank	Bank-Branch		BANK OF MAHARASHTRA					
Name of Branch	Scroll No. , Date		Not Verified with Scroll					

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Handwritten signature



हवल - २३
७४०५ ३ ४५
२०१८

GRN	MH001566890201819E	BARCODE	15/05/2018-7:39:47		Form ID	2096	
Department	Inspector General Of Registration		Payer Details				
Registration Fee	Type of Payment		TAX ID (If Any)				
Ordinary Collections IGR			PAN No.(If Applicable)				
Office Name	HVL23_HAVELI 23 JOINT SUB REGISTRAR		Full Name	BHAGWATI WHEELS AND CARS PVT LTD			
Location	PUNE		Flat/Block No.	FLAT NO A 303 AND B 1504 SOLITAIRE			
Year	2018-2019 One Time		Premises/Building	KONDHWA KH			
Account Head Details	Amount In Rs.	Road/Street	Area/Locality				
0030063301 Amount of Tax	30000.00		PUNE				
			Town/City/District				
			PIN				
			4 1 1 0 4 8				
		Remarks (If Any)					
		SecondPartyName=STATE BANK OF INDIA-					
		Amount In	Thirty Thousand Rupees Only				
Total	30,000.00	Words					
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK				
Cheque/DD Details	Bank CIN	Ref. No.	02300042018051528557	005986724			
Cheque/DD No.	Bank Date	RBI Date	15/05/2018-17:40:46	Not Verified with RBI			
Name of Bank	Bank-Branch		BANK OF MAHARASHTRA				
Name of Branch	Scroll No. , Date		Not Verified with Scroll				

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9822023786
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Handwritten signature



हवल - २३		
६००५	२	४५
२०१६		

DEED OF MORTGAGE (SIMPLE MORTGAGE)

(To be stamped as per stamp duty applicable in the State for Deed of Mortgage)

1	Date of Execution	16/05/2018
2	Place of Execution	PUNE
3	Name/s of the Borrower/s (Father's/Husband's name to be mentioned)	M/s Bhagwati Wheels & Cars Pvt. Ltd.
4	Address/s of the Borrower/s	Sanskriti Building, Plot No. 2, City Park, Pune-411037
5	Name/s of the Mortgagor/s (Father's/Husband's name to be mentioned)	M/s Repton Properties Pvt. Ltd
6	Address/s of the Mortgagor/s	A-5 Everest Building, Tardeo Road Mumbai - 400054
7	Names, Age, designations of the authorised signatories executing the Mortgage on behalf of the Mortgagor/s	Mr. Dharmesh Kishor Gathani director of M/S REPTON PROPERTIES PVT. LTD
8	Name and Address of the Mortgagee	STATE BANK OF INDIA, a body corporate constituted under the State Bank of India Act 1955 and having its Central Office at Madam Cama Road, Mumbai 400 021 and a branch among other places at Vashi Turbhe Branch, Devgiri Banking Complex, Phase II, Sector 19-C, Vashi Turbhe, Navi Mumbai, Dist:Thane, Maharashtra-400703.
9	Aggregate Limit (of the facilities/limits) sanctioned to the Borrower/s	Rs. 7,10,00,000/- Rupees Seven Crores and Ten Lacs only
10	Terms of Repayment governing the above facilities/limits	Working Capital Facilities (e-DFS) are repayable on demand
11	Description of the Loan Documents for the Aggregate Limit executed by the Borrower/s and the Guarantor/s	(a) Arrangemnet Letter dated16/05/2018..... for Rs. 7,10,00,000/- (b) Agreement of Loan-cum-Hypothecation dated.....16/05/2018.....for Rs. 7,10,00,000/- (c) Guarantee Agreement dated.....16/05/2018.....for Rs. 7,10,00,000/- (hereinafter referred to as 'the said agreements')

Carhand



हवल - २३		
०४०५	५	४५
२०१८		

12	Facilities and Limits secured by the Mortgage in the aforesaid aggregate limit	Limit	Rate of Interest	Rests
	Name of the Facility			
	1. Term Loan- NA			
	2. Open Term Loan- NA			
	Working Capital Facilities			
	3. e-DFS CC Facility of Rs. 7.10 Crs at 8.70% p.a. with monthly rests			
	Total amount secured Rs. 7,10,00,000/- Rupees Seven Crores and ten lacs only) plus interest, enhanced interest, fees, commission, charges, costs and expenses including the legal costs (hereinafter referred to as "the Mortgage Debt")			

The expression "the Mortgagor/s" unless contrary intention is expressed to mean and include the Borrower/s and/or Guarantor/s and/or the Mortgagee/s individually and/or collectively and shall wherever the context so permits include Sole Proprietor/Proprietary or the Partners of a Partnership firm, Trustees of a Trust, Kartha and the Coparceners of a Hindu Undivided Family, Society or Association of Persons, Company and its/his/her/their respective heirs, executors, administrators, legal representatives, successors and assigns and the expression "the Mortgagee" wherever the context so permits mean and include the abovementioned Bank and/or its Branch/s and its successors and assigns.

WHEREAS the Mortgagee, at the request of the Mortgagor/s and/or the Borrower/s and/or the Guarantor/s, agreeing or continuing to finance the business of the Borrower/s by granting or continuing or having granted all or some or any of the credit facilities upto the above mentioned aggregate limit on the terms and conditions mutually agreed upon under the above Agreement of Loan-cum-Hypothecation as modified, if any, by Supplemental Agreement(s) of Loan-cum-Hypothecation (herein referred to as the said agreements) to the Borrower(s) as the Mortgagee may in its absolute discretion think fit or granting extension of time for repayment or agreeing to defer or agreeing not to sue the Borrower(s) in respect of all or some or any of the credit facilities, the details of which credit facilities were mentioned in Schedule A thereunder written (therein and hereinafter referred to as " the said facilities") upon having the repayment/s thereof with interest, costs, charges and expenses secured in the manner stipulated under all or any of the said agreements and upon the Mortgagors agreeing to execute mortgage in favour of the Mortgagee over or in respect of the various immovable properties belonging to the Mortgagor/s more specifically described in the Schedules I, II and III hereunder written as security for the due repayment by the Mortgagors of all the amounts due payable from time to time or at any time under or in respect of the mortgaged debt within the above aggregate limit together with interest, costs, charges, expenses, and / or all other monies due to the Mortgagee on demand by the Mortgagee, being these presents which the Mortgagor/s have agreed to do on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS

1. (a) In pursuance of the said agreements and in consideration of the mortgage debt having been granted or agreed to be granted or continued by the Mortgagee to the Borrower/s within the abovementioned aggregate limit, the Mortgagor/s hereby covenant with the Mortgagee that the Mortgagor/s shall repay the mortgaged debt to the Mortgagee with all interest at the agreed rates and rests and costs charges and expenses on the terms and conditions contained in all or any of the said agreement/s.



हवल - २३		
७४०५	६	०५
२०१८		

(b) AND IN PURSUANCE THE SAID AGREEMENTS AND IN CONSIDERATION OF THE PREMISES the Mortgagor/s hereby grant, convey, transfer and assure unto the Mortgagee all and singular the lands hereditaments and premises TOGETHER with all the buildings, structures, messuages and tenements now standing thereon or which may hereafter be erected thereon or on any of them or any part thereof bearing

A. Residential Flat No. 303, Survey No.: 11, H. No. 9, Third Floor, Wing A, 'Solitaire Apartment', NIBM Road, Village Kondhwa Khurd, Pune, 411048.

B. Residential Flat No. 1504, Survey No.: 11, H. No. 9, Fifteenth Floor, Wing B, 'Solitaire Apartment', NIBM Road, Village Kondhwa Khurd, Pune, 411048.

more particularly described in the Schedule I hereunder written AND TOGETHER with all and singular the houses, out-houses, wells, waters, water-courses, ways, paths, passages, lights, liberties, privileges, easements, advantages and appurtenances whatsoever to the said land, hereditaments, and premises appertaining or with the same or any part thereof now or heretofore occupied or enjoyed or reputed or known as part and parcel or member thereof or appurtenant thereto (hereinafter called "the said and building") and all the estate right, title, interest claim, demand of the Mortgagor/s into and upon the said land and buildings AND ALSO ALL THE DEEDS AND OTHER EVIDENCES of title in any way relating to the said land and buildings in the possession of the Mortgagor/s or which it can without suit procure TO HAVE AND TO HOLD the said land and buildings and all other premises hereinbefore expressed to be hereby granted with all other premises hereinbefore expressed to be hereby granted with all and every of their appurtenances unto and to the use of the Mortgagee for ever SUBJECT however, to the proviso for redemption hereinafter contained.

(c) In further pursuance of the said agreements and inconsideration of the premises, the Mortgagor/s hereby agrees, assign, transfer and assure unto the Mortgagee ALL AND SINGULAR the engines, boilers, motors, machinery (whether fixed or moveable and whether attached to the said land and building or not) plant, electric and other installations, implements, equipments, tools, utensils, appliances, accessories, articles, chattels and things (short particulars of which are given in Schedule II hereunder written) which now are or which may at any time hereafter during the continuance of this security be affixed, installed or erected or be brought in or placed upon the said land and buildings by the Mortgagor/s for the purpose of his/their/its business (and all such assets are hereinafter referred as " the plant") AND ALL THE ESTATE RIGHT TITLE INTEREST claim, demand of the Mortgagor/s in to and upon the said plant or any part thereof AND ALSO all receipts, documents, writings and other evidence of title to the plant and the component parts thereof in the possession of the Mortgagor/s or which the Mortgagor/s can without suit procure TO HAVE AND TO HOLD the Plant unto the Mortgagee absolutely SUBJECT however to the proviso for redemption hereinafter contained

(d) In further pursuance of the said agreements and consideration of the premises, the Mortgagor/s hereby charges in favour of the Mortgagee all the property and assets of the Mortgagor/s for the time being both present and future other than specifically mortgaged properties including (but without prejudice to the generality of the foregoing) its goodwill, undertaking, uncalled capital and all the book debts and other debts and outstanding monies, now due or hereafter which may during the continuance of this security become due to the Mortgagor/s in connection with its/his business and also funds created by the Mortgagor/s and the investments for the time being representing the same (all hereinafter collectively referred to as " the general assets") with the payment of all monies for the time being owing on the security of these presents and such charge shall rank as floating charge and shall accordingly in no way hinder or prevent the Mortgagor/s from selling, mortgaging, charging, leasing, or otherwise disposing of or dealing with in the ordinary course of his/its business and for the purpose of carrying on the same but so that the Mortgagor/s shall not be at liberty to create without the prior consent of the Mortgagee obtained in writing any mortgage, charge or create any encumbrance upon the said general assets charged by this clause or any part thereof ranking in priority to or pari-passu with the security hereby constituted.



हवल - २३		
१०४०५	१४	
२०१८		

(e) Provided that if the Mortgagor/s shall duly pay to the Mortgagee the mortgaged debt hereby secured in the manner provided under all or any of the said agreements and as mentioned herein and all other monies if any by these presents or by law payable by the Mortgagor/s to the Mortgagee then and in such case the Mortgagee shall at any time thereafter upon the request of and at the costs of the Mortgagor/s reconvey the said land and buildings and the plant and release the said General Assets from the charge hereby created (all of which hereinafter collectively referred to as "the mortgaged properties") unto the Mortgagor or as shall be directed by the Mortgagor/s.

2. It is also hereby agreed and declared that in the event of the Mortgagor failing to pay the mortgaged debt or any part thereof or failing to perform and discharge all and every obligations and liabilities under all or any of the said agreements or hereunder in accordance with the terms thereof, the Mortgagee shall have the right to cause the mortgaged properties to be sold through the intervention of the Court and the proceeds of sale be applied and to apply the proceeds of sale in payment of the dues owing and payable by the Mortgagor/s and discharge of the Mortgagor/s obligations and liabilities under all or any of the said agreements/s or hereunder and also the right to recover the mortgaged debt or the balance or any part thereof and all other monies remaining unpaid from the Mortgagor/s personally in accordance with the terms and conditions contained in all or any of the said agreements or under these presents.

3. The Mortgagor/s hereby covenants with the Mortgagee as follows:

(a) The Mortgagor/s hereby declares and assures that all the present debts and other assets and the mortgaged properties are its/his absolute properties and at his sole disposal and free from all or any prior charges, mortgages, encumbrances, claims or charges and are not subject of matter of lis-pendens, attachments or other proceedings before any courts, tribunals or authority and all the future assets and debts shall likewise be unencumbered, absolute and disposal properties of the Mortgagor nor such encumbrances shall or be allowed to be created in whatsoever manner or attachment allowed to be levied on the mortgaged properties, so long as the Mortgagor/s continue to be indebted or liable to the Bank.

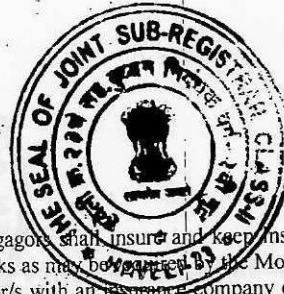
(b) The Mortgagor/s confirms and declares that it/he has actual possession of the mortgaged properties and has absolute power and authority to mortgage the mortgaged properties in favour of the Mortgagee. The Mortgagor/s further declares and confirms that no notice or process has been issued or recovery proceedings for recovery of any statutory dues, taxes were initiated in the past nor any proceedings or levy or tax is pending against the Mortgagor/s or were being started by any Authorities under the Income Tax Act or Central or Sales Tax Act and that no notice or process has been issued or started or served on the Mortgagor/s or on the mortgages properties or any part of it under Rules 2, 16 or 51 or any other rules of the Second Schedule to the Income Tax Act 1961 or under any other law for the time being in force.

(c) The Mortgagor/s shall at all times during the continuance of these presents and the security hereby created pay all the ground rents, land revenue, rates taxes present as well as future, assessments and all dues, duties and outgoings whatsoever payable in respect of the mortgaged properties immediately the same shall have become due and will keep the mortgaged properties and every part thereof in a good state of repair and condition.

4. The Mortgagor/s shall not create any other mortgage or charge of any kind whatsoever over or in respect of the said mortgaged properties and shall not deal with or otherwise alienate or encumber his / its interest in the said mortgaged properties or any part thereof in a manner prejudicial to the interest of the Mortgagee and also shall not lease out or allow any attachment, distress or execution to be levied thereon.

5. And the Mortgagor/s hereby covenants with the Mortgagee that at all times during the continuance of the security hereby created, the Mortgagor/s shall keep the mortgaged properties and every part thereof in a

Carthanda



हवल - २३		
७४०५	C	२५
२०९८		

good state of repair and condition and that the Mortgagor/s shall insure and keep insured the mortgaged properties against all loss or damage and such other risks as may be required by the Mortgagee from time to time in the names of the Mortgagee and the Mortgagor/s with an insurance company of repute notified by the Mortgagee and shall pay all premia necessary for keeping the insurance alive at all times during the continuance of this security and shall on every occasion produce, assign and deliver to the Mortgagee the policy(ies) and the receipt of every such payment and that the Mortgagor/s shall not during the continuance of any such insurance do or cause or allow to be done any act or commit any default rendering the insurance void or voidable or payment of enhanced premium and in the event of any such occurrence, the Mortgagor/s shall forthwith at its own cost and expenses effect a new insurance in lieu of the void or voidable insurance and also that it shall be lawful for but not obligatory for the Mortgagee to keep the mortgaged properties in a good state of repair and condition and insure and keep insured in any sum in the manner aforesaid and that the Mortgagor/s shall on demand pay to the Mortgagee every sum(s) of money expended by it for the purpose(s) aforesaid with interest thereon at the agreed rates from the time having been so expended and that until such repayment the same shall be a charge upon the mortgaged properties hereby secured.

6. Notwithstanding anything contained herein or in all or any of the said agreements or any other relative security documents, the whole of the mortgaged debt shall at the sole discretion of the Mortgagee become due and forthwith payable by the Mortgagor/s to the Mortgagee upon the happening of any of the following events and the Mortgagee shall be entitled to enforce the security hereunder:

- a) Any instalment of the Principal remaining unpaid for the period of 15 days after the due date for payment thereof has expired;
- b) Any interest amounting to Rs. 500/- shall be in arrears and remain unpaid for the period of 3 months remaining unpaid after the same have become due for payment, whether demanded or not;
- c) The Mortgagor/s committing any breach or default in the performance or observance of any of the terms contained herein or in the Borrower(s)'s proposal or any other documents;
- d) If any of the representations or the documents furnished by the Mortgagor/s in its application are found to be untrue or false or incorrect;
- e) Upon entering into any arrangement or composition with its creditors or committing any act of insolvency;
- f) Any execution or other similar process being levied or enforced against Mortgagor/s
- g) If an order is made or a resolution passed for the winding up or a petition of winding up is filed or notice of meeting to pass such a resolution is issued;
- h) A receiver being appointed for all or any part of the Mortgagor/s property;
- i) If the Mortgagor/s ceases to carry on business or threatens not to carry on business;
- j) If any circumstances shall occur which in the opinion of the Bank is prejudicial to or imperils or is likely to prejudice or imperil the security or which affects adversely the Mortgagor/s capacity to repay any amounts under the said facilities;
- k) If the Mortgagor/s does not submit the required statements or misutilises / diverts the monies or the said assets without the Mortgagee's prior permission / knowledge;

Whether any of the above events has happened or not, the decision of the Mortgagee shall be conclusive, final and binding on the Mortgagor/s.

PROVIDED ALWAYS THAT the Mortgagee may in its discretion refrain from forthwith enforcing its rights hereunder in spite of the happening of any of the above events and provided further that any failure or delay in exercising any right, power or privilege hereunder or under other security documents or any single or partial exercise of such right, power, or privilege shall not impair / extinguish or preclude the Mortgagee

Handwritten signature



हवल - २३		
०४०५	e	४५
२०१८		

any further exercise of the same or operate as a waiver or exercise of any other power or right or privilege. The rights and remedies of the Mortgagee are only cumulative and not exclusive.

7. And that the Mortgagor/s hereby further covenants and agrees that the security created on the mortgaged properties shall secure all the earlier, present and future facilities, limits, indebtedness and outstandings of the Borrower/s under all or any of the said agreements and /or the above mentioned mortgage debt and that the same shall subsist notwithstanding the granting of totally new facilities, granting of new limits or relative accounts coming into credit or inter-changeability of the limits, increase, variation or reduction or cancellation of any of the limits granted or agreed to be granted or continued to the Borrower/s in the manner and on the terms contained in all or any of the said agreements.

8. That the Mortgagor/s further covenants that in the event of the default in payment of the mortgaged debt and or the performance of the obligations, the Mortgagee shall at its option also be entitled notwithstanding the power of sale, to file a suit against the Mortgagor/s for the recovery of the mortgaged debt by proceeding against the mortgaged properties as well from the Mortgagor/s personally and to enforce all the rights and remedies of the holder of a simple mortgage under the Transfer of Property Act, 1882.

9. The Mortgagor/s hereby agrees that although as between the Borrower/s and Mortgagor/s, the mortgaged properties comprised herein is a collateral security, but as between the Mortgagor/s and the Mortgagee the property hereby mortgaged shall constitute principal security and the Mortgagor/ is to be a principal debtor for all the principal monies and interest, costs, charges and expenses intended to be hereby secured.

10. For all or any of the purposes aforesaid the Mortgagor/s hereby irrevocably appoints the Mortgagee to be his/its attorney and in the name and on behalf of the Mortgagor/s to execute and do all such acts matters deeds and things which the Mortgagor/s ought to do and execute and generally to use the name of the Mortgagor/s in the exercise of all or any of the powers by these presents conferred on the Mortgagee.

11. All the obligations of a Mortgagor/s and all the rights, remedies and powers of a Mortgagee under the law for the time being in force except so far as they may be expressly varied by or inconsistent with these presents shall be deemed to be incorporated in these presents provided that that the provisions of section 61, 65 A and 67A respectively of the Transfer of Property Act, 1882 shall not apply to these presents or to the Mortgagor/s or the Mortgagee inter se and this shall be deemed to be a contract to the contrary for the purpose of those sections

12. Nothing herein contained shall prejudice any lien or set off, any other right which the Mortgagor/s has or is entitled or any other security which the Mortgagee now holds or may hold hereinafter from the Mortgagor/s or the Borrower/s or the Guarantor/s and whether jointly or singly with one another or others.

13. The Mortgagor/s in pursuance of the said agreement and for the consideration aforesaid further covenants and agrees that if more than one mortgage is or has been created by the Mortgagor/s for or in respect of the mortgage debt hereby secured, the Mortgagee is at liberty and is entitled to treat each of the mortgaged properties as joint and several mortgage for the repayment and satisfaction and redemption of the mortgage debt.

13. If the mortgaged properties or any part thereof shall at any time be acquired or taken up by Government and/or by any public Authority or Body for itself or for any local body or authority or public purpose or under any law or for any other reason whatsoever the Mortgagee shall be entitled to receive the whole of the compensation and to apply the same or a sufficient portion thereof towards repayment of the mortgaged debt and interest and all costs, charges and expenses and other monies due under these presents and all proceedings for ascertainment and apportionment of the compensation payable for the mortgaged

Handwritten signature



हवल - २३		
०४०५	९०	४५
२०९८		

properties or any part thereof shall be conducted by the Mortgagor/s through the attorneys and engineers of the Mortgagee and if the Mortgagor/s shall not do so then the Mortgagee shall be entitled to engage its attorneys and engineers and the Mortgagor/s shall on demand pay to the Mortgagee all costs charges and expenses that may be incurred by the Mortgagee in this regard with interest thereon from the time of the same having been so incurred and until such repayment they shall be a charge on the mortgaged properties. And in all proceedings in Courts of Law or tribunals or before Public or other Officers wherein the Mortgagee shall be entitled and required to appear, the Mortgagee shall be entitled to appear by attorneys, counsels, architects, engineers and other professional persons as it may deem fit and all costs charges and expenses between advocate and client incurred in this regard by the Mortgagee shall be repaid by the Mortgagor/s to the Mortgagee with interest and they shall until repayment be a charge on the mortgaged properties.

14. The Mortgagor/s shall pay all costs, charges and expenses between Attorney and client in anywise incurred or paid by the Mortgagee and incidental to or in consonance with these presents or its security and incurred as well for the assertion or defence of the rights of the Mortgagee as for the protection and security of the mortgaged properties and for the demand realisation and recovery of the said mortgaged debt, interest and other monies payable to the Mortgagee and the same shall on demand be paid by the Mortgagor/s to the Mortgagee with interest thereon at the agreed rates from the time of the same having been so incurred and until such payment the same shall be a charge upon the mortgaged properties

15. The Mortgagor/s hereby confirms and declares that the Mortgagee shall be entitled to the benefit of all the provisions contained in all or any of the said agreements in respect of the mortgaged security hereby created in the same manner as it is entitled to in respect of the personal liability of the Mortgagor/s as Borrower/s or the Guarantor/s and /or the Mortgagors thereunder and in particular the provisions against release or discharge of the Guarantor/s from liability under all or any of the said agreements by reason of anything done or omitted to be done by the Mortgagee or by reason of the circumstances therein mentioned shall likewise be applicable to the security hereby created by the Mortgagor/s in favour of the Mortgagee as if they were set out herein and made applicable to the mortgaged security.

16. Any demand or notice may be served on the Mortgagor/s personally or by Fascimile (Fax), e-mail; Courier or by registered post acknowledgment due or under certificate of posting to the address recorded with the Mortgagee or left or affixed to any part of the mortgaged properties and when such address is not recorded to the last known address of the Mortgagor/s and any / every such demand or notice shall be deemed to have been received as the case may be at which it was left or at which it would have been delivered in the ordinary course of post at the above address.

SCHEDULE I HEREINABOVE REFERRED TO

(Description of the land and buildings)

- A. Residential Flat No. 303, Survey No.: 11, H. No. 9, Third Floor, Wing A, 'Solitaire Apartment', NIBM Road, Village KondhwaKhurd, Pune, 411048.
- B. Residential Flat No. 1504, Survey No.: 11, H. No. 9, Fifteenth Floor, Wing B, 'Solitaire Apartment', NIBM Road, Village KondhwaKhurd, Pune, 411048.

Handwritten signature



हवल - २३		
७४०५	११	४५
२०१८		

SCHEDULE II HEREINAFTER REFERRED TO
(Description of plant and machinery and equipments)

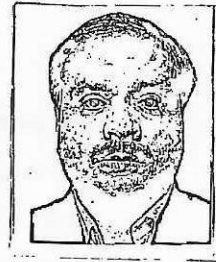
NA

IN WITNESS WHEREOF, the Mortgagors have executed these presents on the day, month and year first hereinabove written.

SIGNATURE OF THE MORTGAGOR/S

- 1.
- 2.
- 3.

Centraal



Director
Repton Properties Pvt Ltd.

BHAGWATI WHEELS AND CARS PRIVATE LIMITED

WITNESSES

J. D. Galrani

DIRECTOR

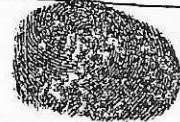
Signed by

(Name) *Ashish Kutzekar*, of the
(Designation) *Asst. Manager*
SBI, VASHI TURBHE BRANCH of the
mortgagee and as such one of the authorized
officers of the said Mortgagee for and on
behalf of the Mortgagee.

For and on behalf of

STATE BANK OF INDIA

Designation-
(Authorised Officer)



Centraal



भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

वाशी तुर्भे शाखा, देवगिरी कॉम्प्लेक्स, फेस-2, सेक्टर-19, वाशी,
नवी मुंबई-400 703.
वाशी तुर्भे शाखा, देवगिरी कॉम्प्लेक्स, फेस-2, सेक्टर-19, वाशी,
नवी मुंबई-400 703.
Vashi Turbhe Branch, Devgiri Complex, Phase II, Sector-19,
Vashi, Navi Mumbai - 400 703.

Tel.: 27651516 / 27659666 | Fax : 022-27651516 | Branch Code No. : 3736



Date :

Ref. No.	हवल - २३	
	७४०५९३	४५
	२०९८	

Bhagwati Wheels & Cars Pvt. Ltd.
Sanskriti Building, Plot No. 2,
City Park, Pune-411037

SBI/WT/RMME/18-19/APR/04

Date: 05.04.2018

Dear Sirs,

ADVANCES TO SME SEGMENT
SANCTION OF CREDIT FACILITIES

With reference to your application requesting us for sanction of Working Capital Limits and subsequent correspondence in this regard, we have pleasure in advising sanction of the following credit facilities, which are available subject to your acceptance / fulfillment of the Terms and Conditions detailed in Annexure A & B:

SL	FACILITY	LIMIT
A] Fund Based Limits:		
a	FBWC (Inventory funding /e-DFS)	710.00
Total of Fund Based Limits		710.00
B] Non-Fund Based Limits:		
a	BG/LC	--
Total of Non-Fund Based Limits		--
Total Limits		710.00

(Rs. in lacs)

We are forwarding this letter in duplicate along with Annexures A & B and shall be glad if you return to us the originals duly signed by you and the guarantors in token of having accepted the Terms and Conditions, below the words "We Accept" appearing at the end of the Annexures and retain the duplicate thereof for your record. Thereafter, you may call on us with the guarantors, preferably with prior appointment, to execute the documents in this regard. Assuring you of our best services at all times.

Yours faithfully,

MANAGER & RMME

Encl.: Terms and Conditions - Annexures A & B

B1

J. D. Galbraith
G2
36

Page 1 of 15

TERMS AND CONDITIONS



ANNEXURE		
हवेल - २३		
७४०५	१४	४५
२०१८		

1. SECURITY

Security	Details
Primary Security	Hypothecation of stocks of vehicles financed and receivables including the advance remittances made to the Company.
Collateral Security	Registered Mortgage of following immovable properties. i. Residential Flat No. 303, Survey No.: 11, H. No. 9, Third Floor, Wing A, 'Solitaire Apartment', NIBM Road, Village KondhwaKhurd, Pune, 411048. ii. Residential Flat No. 1504, Survey No.: 11, H. No. 9, Fifteenth Floor, Wing B, 'Solitaire Apartment', NIBM Road, Village KondhwaKhurd, Pune, 411048.
Guarantees	Personal guarantee of the following i. Mr. Dharmesh Kishor Gathani ii. Mrs. Jyoti Dharmesh Gathani Corporate Guarantee of the following i. Repton Properties Pvt. Ltd

2. PERIOD OF ADVANCE & REPAYMENT TERMS:

Working Capital:

Repayable on demand. The facility which has been sanctioned on **31.03.2018** is available for 12 months from that date, subject to review every 12 months, when it may be cancelled / reduced depending upon the conduct and utilization of the advance, or as per the Bank's Scheme.

Others:

Interest shall be payable on the outstanding in the loan accounts computed on daily balances basis duly compounded and debited to the accounts at monthly rests on the last working day of every month, in accordance with the accounting practices of the Bank from time to time.

3. RATE OF INTEREST:

Working Capital (e-DFS):

Interest at 0.55 % above State Bank MCLR (SB-MCLR) (MCLR Rate = 8.15 %), rising or falling therewith, on daily products with monthly rests. Present effective rate: 8.70% p.a. Wherever expedient, interest rate is directly linked to the Credit Risk Assessment of the borrower.

B1

[Signature]

G1

[Signature]

G2

J. D. Galbraith
[Signature]

Page 2 of 15

CG

[Signature]



हवल - २३		
७०५१५	४५	
२०१८		

Enhanced Interest/ Penalty:

- a. Non submission of audited balance sheet within 6 months of the closure of the financial year of the borrowing entity:
- i. Delay of one month :NIL
 - ii. Delay of more than one month: Pricing to go up by 25 basis points till the audited balance sheet is submitted.

For listed companies, the above penal provision would be applicable, if the audited financial are not filed with the stock exchange as per SEBI requirements/listing agreement.

- b. Non-submission of renewal data 30 days before the due date for renewal of limits: Flat Rs 50,000/- upto the due date of renewal & flat Rs 1,00,000/- per month thereafter till the date of submission.
- c. Non submission of stock statement by 20th of every month: Flat Penalty of Rs1000 for each day of delay beyond due date for submission.
- d. Non renewal of insurance policies - Flat penalty of Rs 200/-for each day of delay beyond due date.
- e. Diversion of funds: 2.00 % p.a. on the entire outstanding (over and above the aggregate penal interest of 3.00 % p.a) till such time the position is rectified.
- f. Cross default (Default in payment of instalment / interest to other Institutions/ Banks - 1.00% p.a. on the entire outstanding for the period of default.
- g. Service Charges for providing Credit Information Report : Rs. 500/-

Enhanced rate will be charged on the excess drawings in case any irregularity / breach is continuously less than 60 days, and if it exceeds beyond 60 days, on the entire outstanding from the date of irregularity / breach. Enhanced interest will be compounded monthly.

Others:

Interchangeability between Limits 0.01% of the limit	Minimum Rs. 2,000/- Max. Rs. 50,000/-
Ceding of Charge on Assets	0.01% of the limit, minimum Rs. 2,000/- max. Rs. 50,000/-
Approval for Mergers & Acquisitions	0.05% of the limit, minimum Rs. 5,000/- max. Rs. 75,000/-
Rephasement of Loans/Deferment in Loan Installments	0.05% of the limit, minimum Rs. 2,000/- max. Rs. 1,00,000/-
Substitution of Collateral Security/ Personal	0.02% of the limit, minimum Rs. 2,000/-

B1 *Caal...*

G1 *Caal...*

J. D. Galbraith
G2 *SG*

CG *Caal...*



हवल - २३		
७१०५	१६	०५
२०१८		

Guarantees	
Release of Personal Guarantee/Collateral Security	0.03% of the limit, minimum Rs. 5,000/- max Rs. 1,00,000/-
Change in Terms and Conditions/Change in Project/Items of Machinery	0.05% of the limit, minimum Rs. 3,000/- max Rs. 2.00 Lacs (applicable to other than PFSBU Proposals) 0.01 % of the limits, minimum Rs 1,000/- and Max Rs 5,00,000/- per proposal (applicable to PFSBU Proposals)
Other Miscellaneous Approvals (to be recovered separately for each approval falling under other misc. approvals)	0.05% of the limit, minimum Rs. 3,000/- max. Rs. 1,00,000/-

Details of charges for the company: (Rating of the company is SB 7)

A single unified charge of Rs. 30,000/- + GST comprising of processing fee, facility fee and inspection charges.

4. MARGINS: NA

5. CREDIT PERIOD AND REPAYMENT:

Period of advance 90 days + Grace Period 30 days.

The dealer has to make payment of invoices before 90 days. If the invoices are not paid within that period, the limit will be made to 'Zero'. However, the accounts continue to be active till the agreed credit and grace period i.e. 90+30 (120 days). After that the account will become inactive. The account will be made active once the repayment is made.

Penal Interest of 2% during grace period and 6% after the grace period is applicable, till the account becomes active.

6. INSURANCE:

All the assets charged to the Bank should always be fully insured by the Borrower against fire, lightning, riots, strikes, floods, cyclones, earthquakes, terrorism, civil commotion, and other natural calamities, etc., with a company approved by the Bank in the joint names of the consortium Banks and yourselves, at your cost for full market value or Bank's interest, whichever is higher. The policies / cover notes should be lodged with the Bank. The policies should be kept alive (current) during the currency of the advance. In the event of non-compliance, the Bank reserves the right (but not be bound to exercise) to take the insurance cover as required by the Bank by debit to your account (insurance premium). The machinery to be purchased out of the Term Loan, if any, to be insured for the full market value or original

B1 *[Signature]*
[Signature] G1
 J. D. Galbraith
 G2
 Page 4 of 15
 EG *[Signature]*



हवल - २३		
७४०५	१७	०५
२०१८		

cost of the machinery, whichever is higher. Life insurance policies should also be affected / done by the Borrower at all material times. All renewals of the policies should

7. STOCK STATEMENTS:

Statements of Stocks / Receivables hypothecated / pledged to the Bank are to be submitted regularly at monthly intervals as on the last day of every month before the 20th of the following month / Quarter / within 20 days from the date of stock statement and / or whenever there is a large variation in stocks / Book Debts and also as on the date of the Balance Sheet (31st March). The statement should not include stagnant / obsolete / rejected stocks. Bills / Sundry Debtors outstanding beyond cover period should be shown separately in the statement. Sales and purchases figures for the month are to be reported. The details of unpaid stock with value should be shown separately. The Stock Statement should be signed by the authorized signatory. Suitable books / registers of the stock position are to be maintained at the factory / business premises.

The Stock Statement should invariably contain complete particulars of stocks, debtors (along with complete address), creditors, usance L/Cs opened, etc. It is essential that the outstanding borrowings at all times are fully covered by the value of security hypothecated, less the stipulated margins to be reckoned as per valuation of inventory given under Para 11 below. If at any time, the Drawing Power yielded by the stocks, debtors, etc., held by you falls below the amount borrowed, such excess drawings shall be adjusted forthwith. Partywise / agewise details for each bill raised shall be submitted on a monthly basis for computation of Drawing Power against Book Debts. Further, the level of Creditors / Acceptances over and above the accepted level will be deducted while computing Drawing Power.

8. INSPECTIONS:

The Bank's officials / inspectors are to be permitted in the factory / business premises as and when required to inspect the stocks / books / equipment. Where the premises are leased / hired, necessary approvals to the effect from the Lessor, if any required, are to be obtained. All assistance to be extended to the Bank's officials in conducting and completing such inspections smoothly. Necessary remedial steps also to be taken to rectify any shortcomings, if any, pointed out by the Bank's officials. The cost of such inspections shall be borne by you.

Frequency - Quarterly on normal case and immediately after default alert.

9. VALUATION OF INVENTORY:

ITEM	TO BE VALUED AT
Imported Raw Material	Landed cost (i.e., invoice value plus Customs Duty but excluding Sales Tax and demurrage, if any) or market price, whichever is lower
Indigenous Raw Material, packing materials, consumable stores and spares	Invoice price or market price or Govt. controlled price, whichever is the lowest
Semi-Finished Goods and Finished Goods	Cost of Production or Selling Price or market price or Govt. controlled rates, whichever is the lowest

[Signature]
B1

[Signature]
G1

J. D. Galbraith
G2

[Signature]
Page 6 of 15
CG

34

85 - 1008
SPOS



हवल - २३		
७००५	१८	१५
२०१८		

10. SECURITY DOCUMENTS:

The following security documents shall be executed by you and the Guarantors:

- a. Arrangement Letter
- b. Agreement by the Dealer under e-DFS
- c. Guarantee Agreement
- d. Mortgage documents
- e. Four PDC cheques
- f. Any other documents as may be required by the Bank

Caalrauth
B1

Caalrauth
G1

J. D. Galbraith
G2
SK

Caalrauth
Page 6 of 15
CG



हवल - २३		
७४०५	१९	२५
ANNEXURE B		
२०१८		

TERMS & CONDITIONS

- a) Disbursement will be made only after completion of security documentation and formalities in respect of mortgage creation / extension. In respect of companies, in addition to these two requirements, charge to be filed with the Registrar of Companies within the prescribed period for creating a charge in favor of the Bank.
- b) Drawings in the account will be regulated on the basis of Drawing Power computed as per the latest Stock Statement / NA for EDFs accounts.
- c) The Bank will have the right to examine at all times the Unit's books of account and to have the Unit's factories / offices / showrooms inspected from time to time by the officials of the Bank and / or qualified auditors and / or technical experts and / or management consultants or other persons of the Bank's choice. Cost of such inspection borne by the company.
- d) The Unit should not be dissolved / reconstituted without obtaining Bank's prior approval in writing. Post-facto approval of reconstitution / dissolution will not be accorded nor shall the existing guarantors be released if the dissolution / reconstitution is effected without prior approval in writing. Any change in constitution, addition or deletion of partners, change of address of the firm or partners should be informed to the bank within 15 days.
- e) The Unit should maintain adequate books and records which should correctly reflect their financial position and scope of operations and should submit at stipulated intervals such statements as may be prescribed by the Bank. The Unit should produce books of accounts for the inspection of Bank staff as and when called for.
- f) The Unit should submit provisional financial statements within one month and audited financial statements within six months from the date of closure of the accounting year. The returns submitted to the Sales Tax, VAT or GST, Excise and Income Tax authorities should also be submitted to the Bank.
- g) The Unit should confine their entire business including foreign exchange business to us.
- h) The Bank will have the option of appointing its nominee on the Board of Directors of the Unit to look after its interests.
- i) The Capital invested in the business by the proprietor / partners / directors should not be withdrawn during the currency of our advance.
- j) In case the Unit fails to complete the formalities with regard to creation of a charge in favour of the Bank within a period of two months from the date of this letter, an enhanced interest of 1% on the outstanding or reduction of Drawing Power by 10% / 20% or both will be considered without any reference to the Unit.
- k) The Unit should keep the Bank informed of the happening of any event likely to have a substantial effect on their profits or business and the remedial measures taken in this regard.
- l) The Unit should keep the Bank informed of any circumstances adversely affecting the

B1

[Handwritten Signature]

[Handwritten Signature]
G1

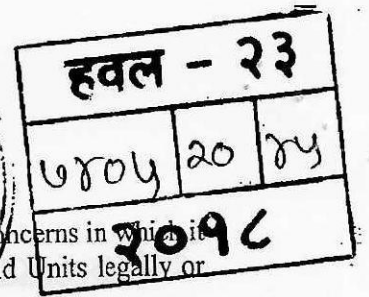
J. D. Galbraith

G2 34

Page 7 of 15

G3

[Handwritten Signature]



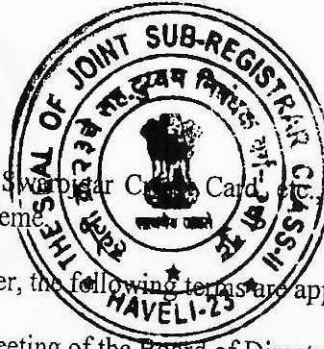
financial position of their sister / associate / family / subsidiary / group concerns in which it has invested, including any action taken by any creditor against the said Units legally or otherwise.

- m) After accounting for provision for taxation, the Bank will have the first charge on the profits of the Unit towards repayment of installments under Term Loans sanctioned / DPGs executed by the Bank or other repayment obligations, interest and any other dues from the Unit to the Bank.
- n) The proprietor / partners / directors should not withdraw the profits earned in the business / capital invested in the business without meeting the installment(s) payable under the Term Loan. In the case of Companies, dividend should be declared only after meeting the dues to the Bank.
- o) All moneys raised by way of deposits from friends, relatives and / or from any other source should not be withdrawn / repaid during the currency of the Bank's advance. Suitable stamped letters of undertaking from the Unit and 'No Withdrawal' letters from the depositors should be submitted to this effect to the Bank.
- p) The Bank's name board(s) should be displayed prominently or painted on the machines pledged / hypothecated to the Bank and / or in the premises where the machines are installed and a list of such assets should also be displayed in the Unit.
- q) The Unit and other depositors of title deeds should possess a clear, absolute and marketable title to the properties proposed to be legally / equitably mortgaged in favour of the Bank to the satisfaction of the Bank's solicitors / advocates. Further, the said properties are to be revalued as and when required at your cost.
- r) Any legal expenses such as a solicitor's / advocate's fees, stamp duty, registration charges, valuation charges and other incidental expenses incurred in connection with the advance should be borne by the Unit.
- s) If the Credit Rating awarded to the Unit is below SB-10 (new model), the risk rating will be reviewed half-yearly. The Unit should provide necessary information to facilitate such a review. In the absence of half-yearly review for want of such information, the risk rating will automatically slip by one step.
- t) Next renewal of the above facilities is due on **30.03.2019**. The Unit is required to submit financial data within 7 months of the closure of the financial year.
- u) In respect of Term Loans, enhanced rate of interest is payable under the following circumstances:
- Non-payment of interest / installments
 - Cross default
 - In case of adverse deviation in respect of any of the following three financial parameters arrived at based on audited financial statements each year, from the estimated/projected levels accepted at the time of sanction /last review, will attract enhanced interest :
 - DSCR
 - Interest Coverage Ratio
 - FACR

Caalbandh
B1

Caalbandh
G1

J. D. Gullhaw
G2
Caalbandh
CG



हवल - २३	
२००५ २९	०५
२०९८	

- v) In respect of certain schemes such as Swapdar Card, etc., the facility should be
- w) In case of a Company being the borrower, the following terms are applicable:
- a. A resolution to be passed in a meeting of the Board of Directors of the Company for availing the credit facilities sanctioned by the Bank and a duly certified extract to be submitted to the Bank. The resolution should contain, inter alia, the following particulars:
 - i. Acceptance of the Terms & Conditions of the credit facilities sanctioned to the Company.
 - ii. Authority in favour of Directors / Authorized Signatory to execute the security documents for availing the credit facilities sanctioned to the Company.
 - iii. Authority in favour of Directors / Authorized Signatory for filing the documents and Form 8 and 13 with the Registrar of Companies for creating a charge over the assets of the Company in favour of the Bank.
 - iv. Affixation of the Company's Common Seal on the security documents and vesting of authority to authenticate such affixation.
 - v. Requesting the guarantors to offer their Personal Guarantee / Corporate Guarantee in favour of the Bank for the credit facilities sanctioned to the Company.
 - vi. Creation of first charge on the assets of the Company in favour of the Bank for the credit facilities sanctioned to the Company.
 - b. The charge over the assets of the Company in respect of the limits sanctioned herein should be registered with the Registrar of Companies within 30 days from the date of execution of documents and filed copies of Form 8 and Form 13, together with receipt should be deposited with us. The Certificate of Registration is to be produced to the Bank within reasonable time for our records.
- x) During the currency of the Bank's credit facilities, the Unit / Guarantors will not, without the Bank's prior permission in writing:
- a. Effect any change in the Unit's capital structure.
 - b. Implement any scheme of expansion / modernization / diversification / renovation or acquire any fixed assets during any accounting year, except such schemes which have already been approved by the Bank.
 - c. Formulate any scheme of amalgamation or reconstruction.
 - d. Invest by way of share capital or lend or advance funds to or place deposits with any other concern, including sister / associate / family / subsidiary/ group concerns. However, normal trade credit or security deposits in the normal course of business or advances to employees can be excluded.
 - e. Enter into borrowing arrangements either secured or unsecured with any other bank, Financial Institution, company or person.
 - f. Undertake guarantee obligations on behalf of any other company, firm or person.
 - g. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default had occurred in any repayment obligations.
 - h. Effect any drastic change in their management setup.
 - i. Effect any change in the remuneration payable to the Directors / Partners, etc. either in the form of sitting fees or otherwise.

B1 *Caalhandu*

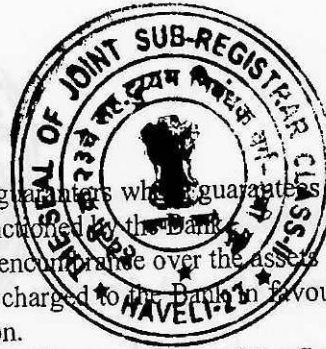
G1 *Caalhandu*

J. D. Gattani

G2

36

CG
Page 9 of 15



हवल - २३
७४०५ २२ ४५
२०१८

- j. Pay guarantee commission to the guarantors who guarantors have been stipulated / furnished for the credit limits sanctioned by the Bank.
- k. Create any further charge, lien or encumbrance over the assets and properties of the Unit / Guarantors to be charged / charged to the Bank in favour of any other bank, Financial Institution, firm or person.
- l. Sell, assign, mortgage or otherwise dispose off any of the fixed assets charged to the Bank.
- m. Undertake any trading activity other than the sale of produce arising out of its own manufacturing / trading operations.
- n. Open any account with any other bank. If already opened, the details thereof is to be given immediately and a confirmation to this effect given to the Bank and necessary permission to be obtained from the Bank to operate the account for any specific purpose.
- y) The following particulars / documents are to be furnished / submitted to the Bank:
- Permanent Account Number (PAN) of each Borrower / Guarantor and Corporate Identity Number (CIN) in the case of companies.
 - Passport Number and other details including photocopies.
 - 3 self-attested photographs of the Borrower and Guarantors.
 - Location / site-map of immovable properties with important landmarks.
 - Names and addresses/occupations of all the legal heirs of Borrower and Guarantors.
 - Details of properties not charged to the Bank.
- z) The Borrower shall indemnify the Bank against all losses, costs, damages expenses whatsoever that the Bank may incur or sustain by reason of any fraud detected in or in respect of any loan or any other financial assistance granted or to be granted to a group company or group establishment of the Borrower or in respect of any security offered or documents executed in respect of such loan or other financial assistance. For the purpose of this clause, Group Company or group establishment means a subsidiary company or holding company or associate company or a joint venture or any other similar establishment in which the Borrower is having control, influence or substantial interest.
- aa) Disclosure of nationality of directors/guarantors:

Sr. No.	Name	Status (Borrower/Director/ Partner /Guarantor)	Nationality/ Citizenship	Remarks
1.	Mr. Dharmesh Kishor Gathani	Director/ Guarantor	Indian	Nil
2.	Mrs. Jyoti Dharmesh Gathani	Director/ Guarantor	Indian	Nil

[Signature]
B1

[Signature]
G1

J. D. Gathani
G2

[Signature]
Page 10 of 15
CG

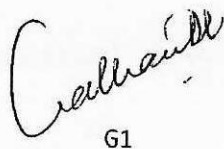


हवल - २३		
७००५	२३	०५
२०१६		

I. MANDATORY COVENANTS :

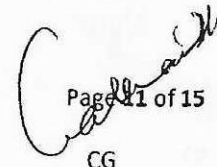
1. The borrower should maintain adequate books of accounts as per applicable accounting practices and standards, which should correctly reflect its financial position and scale of operations and should not radically change its accounting system without notice to the Bank.
2. The borrower should submit to the Bank such financial statements as may be required by the Bank from time to time in addition to the set of such statements to be furnished by the borrower to the Bank as on the date of publication of the borrower's annual accounts.
3. In case of default in repayment of the loan/advances or in the payment of the interest thereon or any of the agreed installments of the loan on due date(s) by the borrower, the Bank and/or the RBI will have an unqualified right to disclose or publish the borrower's name or the name of the borrower/unit and its directors/partners/proprietors as defaulters/willful defaulters in such manner and through such medium as the Bank or RBI in their absolute discretion may think fit.
4. The Bank will have the right to share credit information as deemed appropriate with Credit Information Companies (CICs) or any other institution as approved by RBI from time to time.
5. The borrower should not induct into its Board a person whose name appears in the wilful defaulters list of RBI/ CICs. In case such a person is already on the Board of the borrowing company, it would take expeditious and effective steps for removal of that person from its Board. Nominee directors are excluded for this purpose.
6. In the event of default in repayment to our Bank or if cross default has occurred, the Bank will have the right to appoint its nominee on the Board of Directors of the borrower to look after its interests. Cross default will be defined as:
 - (a) Default by the borrower to any other bank under Consortium/MBAOR
 - (b) Default by the borrower's associate/sister concern/subsidiary to our Bank OR
 - (c) Default by the borrower's associate/sister concern to any other bank.Further, cross default would be deemed to have occurred only in case default to particular lender(s) is not cured within 30 days.
7. In stressed situation or restructuring of debt, the regulatory guidelines provide for conversion of debt to equity. The Bank shall have the right to convert loan to equity or other capital in accordance with the regulatory guidelines. Further, in such a scenario, the borrower agrees to facilitate the process of conversion of loan to equity or other capital.
8. Bank will have the right to examine at all times the borrower's books of accounts and to have the borrower's factories inspected, from time to time, by officer(s) of the Bank and/or qualified auditors and/or technical experts and/or management consultants of the Bank's choice. Cost of such inspection shall be borne by the borrower.
9. After provision for tax and other statutory liabilities, the Bank will have a first right on the profits of the borrower for repayment of amounts due to the Bank (unless expressly permitted otherwise).

B1 

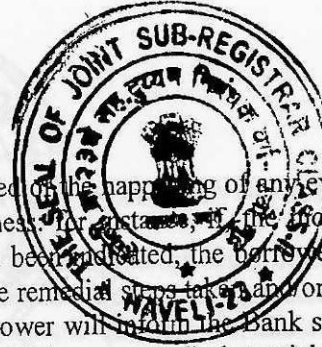
G1 

J. D. Galrani

G2


Page 11 of 15
CG

39



हवल - २३		
०४०५	२४	०५
२०१८		

10. The borrower shall keep the Bank informed of the happening of any event likely to have a substantial effect on their profit or business. For instance, if the monthly production or sales are substantially less than what had been indicated, the borrower shall immediately inform the Bank with explanations and the remedial steps taken and/or proposed to be taken. Further, for listed corporates, the borrower will inform the Bank simultaneously along with Stock Exchange(s). For the purpose of this covenant, "substantial effect on their profit or business" would mean adverse variance of 5% or more.
11. Effect any change in the borrower's capital structure where the shareholding of the existing promoter(s) (a) gets diluted below current level or (b) leads to dilution in controlling stake for any reason (whichever is lower), without prior permission of the Bank - for which 60 days' prior notice shall be required. In case of Limited Liability partnerships and partnership firms, "promoters" would mean managing partners for the purposes of this covenant.
12. The borrower will utilise the funds for the purpose they have been lent. Any deviation will be dealt with as per RBI guidelines and terms of sanction.
13. Promoter's shares in the borrowing entity should not be pledged to any Bank/NBFC/Institution without our prior consent.
14. Each of the following events will attract penal interest/ charges as applicable, at rates circulated from time to time, over and above the normal interest applicable in the account:
- a. For the period of overdue interest/instalment in respect of Term Loans and overdrawings above the Drawing Power/limit in Fund Based Working Capital accounts on account of interest/ devolvement of Letters of Credit/Bank Guarantee, insufficient stocks and receivables etc.
 - b. Non-submission of stock statements within 20 days of the succeeding month.
 - c. Non submission of Audited Balance Sheet within 6 months of closure of financial year.
 - d. Non submission/delayed submission of FFRs, wherever stipulated, within due date.
 - e. Non-submission of review/renewal data at least one month prior to due date.
 - f. Non-renewal of insurance policy(ies) in a timely manner or inadequate insurance cover.
15. In the event of default, or where signs of inherent weakness are apparent, the Bank shall have the right to securitise the assets charged and in the event of such securitisation, the Bank will suitably inform the borrower (s) and guarantor(s). In addition, the Bank shall have the right to novate/assign the assets charged.
16. The borrower shall keep the Bank advised of any circumstance adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested, including any action taken by any creditor against the said companies legally or otherwise. Further, for the purpose of this covenant, "adversely affecting the financial position of subsidiaries/group companies or companies in which it has invested" would mean impact on TNW of the particular entity by 10% or more.

Calhanda
B1

Calhanda
G1

J. D. Galhani
G2
BSC

Calhanda
Page 12 of 15
CG

II. MANDATORY NEGATIVE COVENANTS

The Borrower(s) shall give 60 day's prior notice of the Bank for undertaking any of the following activities to enable the Bank to take a view. In the opinion of the Bank, the move contemplated by the borrower is not in the interest of the Bank, the Bank will have the right of veto for the activity. Should the borrower still go ahead despite the veto, the Bank shall have the right to call up the facilities sanctioned.



हवल - २३		
२४	२५	२५
२०१८		

1. Formulation of any scheme of amalgamation or reconstruction or merger or demerger.
2. Any New project or Scheme of expansion or Acquisition of fixed assets if such investment results in breach of financial covenant(s) or diversion of working capital funds for financing long-term assets.
3. Investment by way of share capital or Loan or Advance funds to or Place deposits with any other concern (including group companies). Further, such investment should not result in breach of financial covenants relating to TOL/Adj. TNW and Current Ratio agreed upon at the time of sanction.
4. Entering into borrowing arrangement either secured or unsecured with any other bank, financial institution, company or otherwise or accept deposits which increases indebtedness beyond permitted limits, stipulated if any at the time of sanction. (This covenant will not be applicable for NBFCs).
5. Issuing any guarantee or Letter of Comfort in the nature of guarantee on behalf of any other company (including group companies).
6. Declare dividends for any year except out of profits relating to that year after making all due and necessary provisions and provided further that no default is subsisting in any repayment obligations to the Bank.
7. Create any charge, lien or encumbrance over its undertaking or any part thereof in favour of any financial institution, bank, company, firm or persons.
8. Sell, assign, mortgage or otherwise dispose of any of the fixed assets charged to the Bank. However, fixed assets to the extent of 5% of Gross Block may be sold in any financial year provided such sale does not dilute FACR below minimum stipulated level. (Not applicable for unsecured loans).
9. Entering into any contractual obligation of a long term nature (i.e. 2 years or more) or which, in the reasonable assessment of the Bank, is an unrelated activity and is detrimental to lender's interest.
10. Change the practice with regard to remuneration of directors by means of ordinary remuneration or commission, scale of sitting fees etc. except where mandated by any legal or regulatory provisions.
11. Any trading activity other than the sale of products arising out of its own manufacturing operations. (Not applicable in case finance is for trading activity only).
12. Transfer of controlling interest or making any drastic change in the management set-up including resignation of promoter directors (includes key managerial personnel).

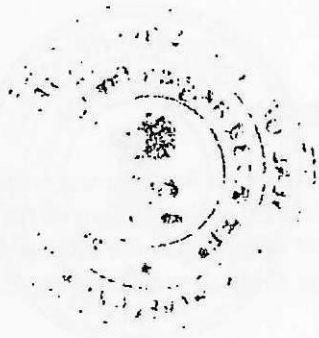
B1 *Calhane*

Calhane
G1

J. D. Galhane
G2
JK

Calhane
G3

33 - 553
380



[The following text is extremely faint and illegible, appearing to be a list of items or a report. It contains several lines of text, possibly numbered, but the content cannot be discerned.]

[Faint, illegible text at the bottom of the page, possibly a signature or a date.]



हवल - २३		
७४०५	२६	०४
२०१८		

13. Repay monies brought in by the promoters/directors/principal shareholders and their friends and relatives by way of deposits/loans/advances. Further, the rate of interest if any, payable on such deposits/loans/advances should be lower than the rate of interest charged by the Bank on its term loan and payment of such interest will be subject to regular repayment of installments to term loans granted/deferred payment guarantees executed by the Bank or other repayment obligations, if any, due from the borrower to the Bank.

- I. "Notwithstanding anything contained hereinabove, we confirm having agreed that the bank reserves the absolute right to cancel the limits (either fully or partially) unconditionally without prior notice.
 - a. In case the limits/part of the limits are not utilized by us, and/or
 - b. In case of deterioration in the loan accounts in any manner whatsoever, and/or
 - c. In case of non compliance of terms and conditions of sanction."
- II. We hereby declare and confirm that no proceedings under any of the provisions of the Income Tax Act, 1961 including but not limited to proceeding for default in compliance with the provisions of said Act/ rules/regulations there under or proceeding for recovery of tax/ interest/ any other amount or any such proceedings that might be construed as pending/ completed under Section 281 of the said Act are initiated, contemplated or pending against us for the time being and that no notice has been issued and/or served on the Borrower under Rule 2, 16 or 51 or any Rule of the Second Schedule to the said Act or under any other law and there are no other pending show cause notices or attachments whatsoever issued or initiated against the immovable/ movable properties secured or otherwise or any of them or any part thereof.
- III. I/We hereby agree and give consent for the disclosure by the bank of all or any such information and data relating to me /us/information relating to my/our obligation in any banking facility granted/to be granted to me/us by the bank as borrower /guarantors and in case of default ,if any, committed by me/us, in discharge of my /our obligations ,as the State Bank of India may deem appropriate and necessary ,to disclose and furnish to Credit Information Bureau (India) Ltd (CIBIL) and any other agency authorized in this behalf by RBI.
- IV. I/We undertake that CIBIL and any other agency so authorized may use and process the said information and data, disclosed by the bank, in the manner as deemed fit by them .They may also furnish for consideration the proposed information and data or products thereof prepared by them, to banks or financial institutions and other credit guarantors or registered users, as may be specified by the RBI in this behalf.

We accept

Borrower/s

Guarantor/s

Caalhanth
Caalhanth
Caalhanth

J. D. Gallean

B1
Caalhanth

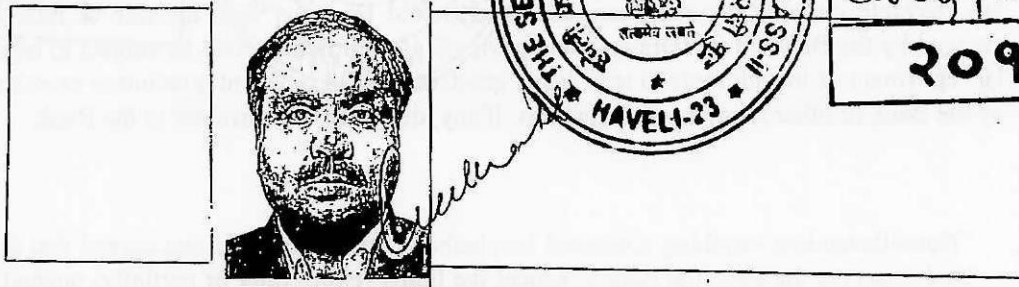
G1
Caalhanth
G2
J. D. Gallean
SK

Page 14 of 15
Caalhanth
CG

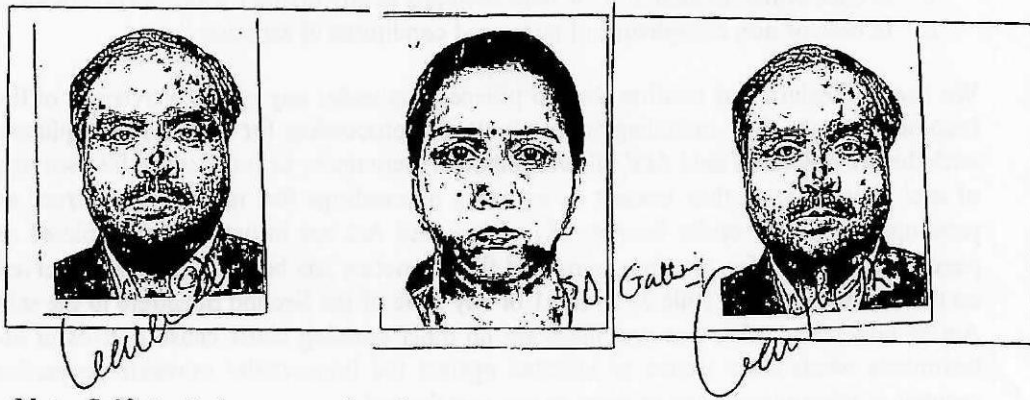


हवल - २३		
२००५	२६	०५
२०१८		

Passport Size Photographs of Borrowers



Passport Size Photographs of The Guarantor(s)



Note: Self attested passport size photographs of the Borrowers and the Guarantors to be affixed

Calhoun
B1

Calhoun
G1

J. D. Calhoun
G2
JG

Calhoun
CG

5



हवल - २३		
७७०५	२८	७५
२०१८		

REPTON PROPERTIES PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE EXTRA-ORDINARY GENERAL MEETING OF THE SHAREHOLDERS OF REPTON PROPERTIES PRIVATE LIMITED HELD ON MONDAY, MAY 14, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT A-5 EVEREST, TAREDO PREMISES CO-OP SOCIETY TARDEO ROAD MUMBAI 400034, MEETING COMMENCED AT 11:00 A.M.

APPROVAL OF THE CORPORATE GUARANTEE TO BHAGWATI WHEELS AND CARS PRIVATE LIMITED

"RESOLVED THAT pursuant to provisions of section 185 of the Companies Act, 2013 (including any amendments thereto or re-enactment thereof) (the "Act") the consent of the members be and is hereby accorded to the Board of Directors of the Company for execution of a Corporate Guarantee in favor of Bhagwati Wheels and Cars Private Limited on such terms and conditions agreed upon with the State Bank of India.

RESOLVED FURTHER THAT pursuant to the provisions of section 186 of the Companies act 2013 the consent of the members be and is hereby accorded to grant loans or make investment or provide security or guarantee in for an amount(s) exceeding 60% of paid-up capital, free reserves and securities premium account or 100% of free reserves and securities premium account but not exceeding Rs 8 crores, on such terms and conditions as may be decided by the Board from time to time.

RESOLVED FURTHER THAT Dharmesh Kishor Gathani, director of the Company, be and is hereby authorized to take such steps as may be necessary for obtaining approvals, statutory, contractual or otherwise, in relation to the above and to settle all matters arising out of and incidental thereto and sign and execute all deeds, applications, documents and writings that may be required, on behalf of the Company and generally to do all acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to the aforesaid Resolution.

RESOLVED FURTHER THAT a copy of this Resolution duly certified by any of the Directors of the Company be furnished to anyone concerned or interested in the aforesaid matter."

For and behalf of Board of Directors of
REPTON PROPERTIES PRIVATE LIMITED

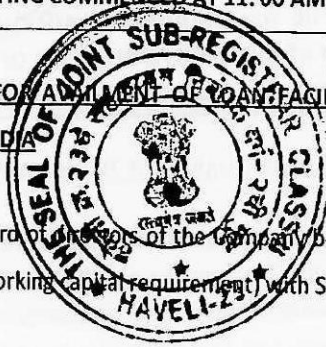
Dharmesh Gathani
Director
DIN: 02068747

Ramesh P. Bhatia
Director
DIN: 00130977

BHAGWATI WHEELS AND CARS PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF THE DIRECTOR OF BHAGWATI WHEELS AND CARS PRIVATE LIMITED HELD ON TUESDAY, MAY 08, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT SANSKRITI, PLOT NO. 2, CITY PARK, S. NO. 586, A/B/1, BIBWEWADI, PUNE 411037 MEETING COMMENCED AT 11:00 AM.

AUTHORITY TO DHARMESH GATHANI FOR APLIEMENT OF LOAN FACILITY (WORKING CAPITAL REQUIREMENT) FROM STATE BANK OF INDIA



हयल - २३		
०४०५	२६	०५
२०१८		

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to make an application for loan facility (working capital requirement) with State Bank of India.

RESOLVED FURTHER THAT Mr. Dharmesh Gathani, Director of the Company be and is hereby authorized to sign and submit all the necessary deeds and agreements and to do all the things incidental and ancillary to provide security to the bank and furnish all the related documents."

RESOLVED FURTHER THAT the certified true copy of the above resolution be furnished to the bank for their record."

For and behalf of the board of director of

BHAGWATI WHEELS AND CARS PRIVATE LIMITED

Dharmesh Gathani

Director

DIN: 02068747

Jyoti Dharmesh Gathani

Director

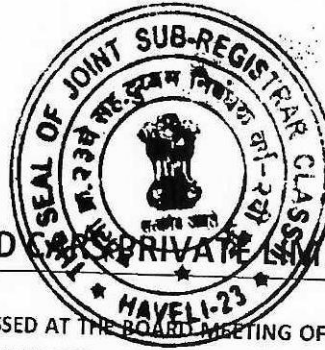
DIN: 02406917

Regd off.: Sanskriti, Plot No. 2, City Park, S. No. 586, A/B/1, Bibwewadi, Pune 411037

CIN:U50100PN2018PTC174868;

Email: ethixgroup@gmail.com

Bhagwati Ltd



हवल - २३		
०४०५	३०	०५
२०१८		

BHAGWATI WHEELS AND CARS PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF THE DIRECTOR OF BHAGWATI WHEELS AND CARS PRIVATE LIMITED HELD ON TUESDAY, MAY 08, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT SANSKRITI, PLOT NO. 2, CITY PARK, S. NO. 586, A/B/1, BIBWEWADI, PUNE 411037 MEETING COMMENCED AT 11: 00 AM.

AVAILMENT OF WORKING CAPITAL REQUIREMENT FROM STATE BANK OF INDIA

"RESOLVED THAT the Company do borrow by way of Working Capital Limit to the extent of Rs. 7.10 Crores from the State Bank of India repayable on demand with interest thereon from time to time and notified to the Company and on such terms conditions and stipulations as the State Bank of India may prescribe from time to time.

FURTHER RESOLVED THAT the aforesaid Working Capital Limit of 7.10 Crores be secured to the State Bank of India by way of first charge by way of Hypothecation of Stocks.

FURTHER RESOLVED THAT that all documents, deed in writings as may be necessary or required by State Bank of India in respect of the aforesaid Credit facilities to be availed of by the Company jointly & severally be executed on behalf of the Company by Mr. Dharmesh Kishor Gathani and/or Mrs. Jyoti Dharmesh Gathani director/s of the Company.

FURTHER RESOLVED THAT the consent of the Board of directors of the Company be and is hereby obtained for availing a Corporate Guarantee from Repton Properties Private Limited on the terms and conditions agreed upon with the State Bank of India.

FURTHER RESOLVED THAT the Company undertakes that it will not create any mortgage, charge, lien or other encumbrances whatsoever on the said immovable and movable property or any part thereof in favour of any person, association, firm, company or any other incorporated body or society other than the State Bank of India so long as the Company is indebted to or liable to the State Bank of India on the aforesaid credit facilities availed of by the Company or any other accounts or in any manner whatsoever and the Company further declares that no proceedings for any recoveries are pending against it under any law.

FURTHER RESOLVED THAT Mr. Dharmesh Kishor Gathani and Jyoti Dharmesh Gathani Directors of the Company and be and are hereby requested jointly and severally to personally guarantee the State Bank of India repayment of all amounts availed of by the Company from time to time under all the aforesaid facilities.

FURTHER RESOLVED THAT the Common Seal of the Company, if any be affixed to any documents as may be necessary or required in respect of the aforesaid facilities in the presence of Mr. Dharmesh Kishor Gathani, director of the Company.

FURTHER RESOLVED THAT, Mr. Dharmesh Kishor Gathani, director of the company be and is hereby authorised to negotiate, finalize and execute all documents and take all steps and do, all such acts,

Regd off.: Sanskriti, Plot No. 2, City Park, S. No. 586, A/B/1, Bibwewadi, Pune 411037
CIN: U50100PN2018PTC174868;

Email:

85 - 553

3005



TO : SAC, NEW YORK (100-100000)

FROM : SAC, NEW YORK (100-100000)

SUBJECT: [Illegible]

RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

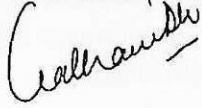
[Illegible text]

[Illegible text]

BHAGWATI WHEELS AND CARS PRIVATE LIMITED

matters, deeds and things and give such directions as may be required, necessary, expedient or desirable for giving effect to the aforesaid Resolution and also for further to comply the requirements, if any, under the companies Act, 2013."

For and behalf of the board of director of
BHAGWATI WHEELS AND CARS PRIVATE LIMITED



Dharmesh Gathani
Director
DIN: 02068747



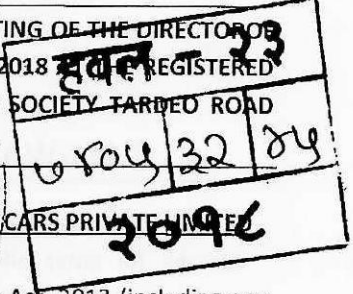
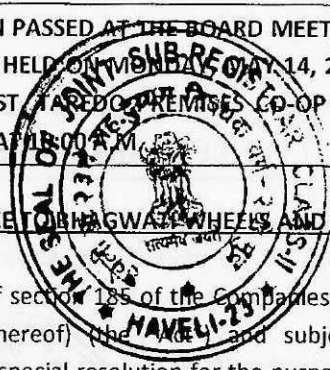
Regd off.: Sanskriti, Plot No. 2, City Park, S. No. 586, A/B/1, Bibwewadi, Pune 411037

CIN: U50100PN2018PTC174868;

Email:

REPTON PROPERTIES PRIVATE LIMITED

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE BOARD MEETING OF THE DIRECTORS OF REPTON PROPERTIES PRIVATE LIMITED HELD ON MONDAY, 14, 2018 AT THE REGISTERED OFFICE OF THE COMPANY AT A-5 EVEREST, TAREDO PREMISES CO-OP SOCIETY TAREDO ROAD MUMBAI 400034, MEETING COMMENCED AT 11:00 A.M.



APPROVAL OF THE CORPORATE GUARANTEE TO BHAGWATI WHEELS AND CARS PRIVATE LIMITED

"RESOLVED THAT pursuant to provisions of section 185 of the Companies Act, 2013 (including any amendments thereto or re-enactment thereof) (the "Act") and subject to the approval of shareholders in general meeting by way of special resolution for the purpose of providing any loan, guarantee or security in connection with Corporate guarantee, the consent of the Board be and is hereby accorded for providing Corporate guarantee of Rs. 7.10 Crores to Bhagwati Wheels and Cars Private Limited on such terms and conditions agreed upon with the State Bank of India.

RESOLVED FURTHER THAT Mr. Dharmesh Kishor Gathani, director be and is hereby authorized to file Form no MGT-14 with the Registrar within the prescribed time pursuant to section 117 of the Act and to make & authenticate necessary entries in the Register of loan or investment prepared pursuant to section 186 the Companies Act, 2013.

RESOLVED FURTHER THAT pursuant to the provisions of section 186 of the Companies act 2013 and subject to the approval of shareholders in general meeting and subject to such approvals, consents, sanctions and permissions of the appropriate authorities, departments or bodies as may be necessary, the consent be and is hereby accorded to grant loans or make investment or provide security or guarantee in for an amount(s) exceeding 60% of paid-up capital, free reserves and securities premium account or 100% of free reserves and securities premium account but not exceeding Rs 8 crores, on such terms and conditions as may be decided by the Board from time to time.

RESOLVED FURTHER THAT Dharmesh Kishor Gathani, director of the Company, be and is hereby authorized to take such steps as may be necessary for obtaining approvals, statutory, contractual or otherwise, in relation to the above and to settle all matters arising out of and incidental thereto and sign and execute all deeds, applications, documents and writings that may be required, on behalf of the Company and generally to do all acts, deeds and things that may be necessary, proper, expedient or incidental for the purpose of giving effect to the aforesaid Resolution."

RESOLVED FURTHER THAT the board be and hereby accorded to mortgage its property more particularly described below with State bank of India as part of guarantee given to Bhagwati Wheels and Cars Private Limited.

- A. Residential Flat No. 303, Survey No.: 11, H. No. 9, Third Floor, Wing A, Solitaire Apartments, NIBM Road, Village Kondwa Khurd, Pune, 411048
- B. Residential Flat No. 1504, Survey No.: 11, H. No. 9, fifteenth Floor, Wing B, Solitaire Apartments, NIBM Road, Village Kondwa Khurd, Pune, 411048

Regd off.:A-5 Everest, Taredo Premises Co-Op Society Tardeo Road Mumbai 400034

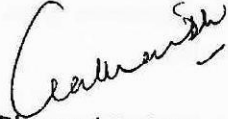
CIN:U70101MH1993PTC075851;

Email:rameshbhatia67@gmail.com

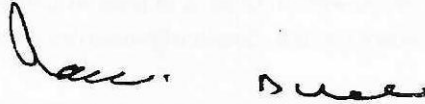
REPTON PROPERTIES PRIVATE LIMITED

RESOLVED FURTHER THAT Mr. Dharmesh Gathani, Director of the Company be and is hereby authorized to sign and submit all the necessary deeds and agreements and to do all the things incidental and ancillary to provide security to the bank and furnish all the related documents."

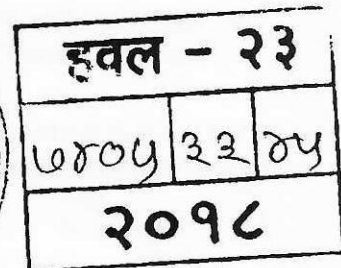
For and behalf of the board of director of
REPTON PROPERTIES PRIVATE LIMITED



Dharmesh Gathani
Director
DIN: 02068747



Ramesh P. Bhatia
Director
DIN: 00130977



REPTON PROPERTIES PRIVATE LIMITED

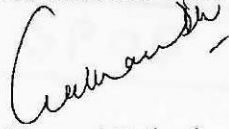
Date : May 16, 2018

NO OBJECTION CERTIFICATE

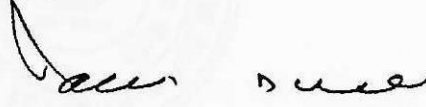
We the director of Company hereby state on the behalf of the Company, that the Company have no Objection to Mortgage its properties with State Bank of India as part of Corporate Guarantee given to Bhagwati Wheels and Cars Private Limited. Details of properties are enumerated as:

- A. Residential Flat No. 303, Survey No.: 11, H. No. 9, Third Floor, Wing A, Solitaire Apartments, NIBM Road, Village Kondwa Khurd, Pune, 411048
- B. Residential Flat No. 1504, Survey No.: 11, H. No. 9, fifteenth Floor, Wing B, Solitaire Apartments, NIBM Road, Village Kondwa Khurd, Pune, 411048

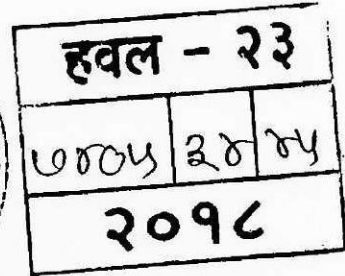
For and behalf of the board of director of
REPTON PROPERTIES PRIVATE LIMITED



Dharmesh Gathani
Director
DIN: 02068747



Ramesh P. Bhatia
Director
DIN: 00130977



Regd off.:A-5 Everest, Tareo Premises Co-Op Society Tardeo Road Mumbai 400034

CIN:U70101MH1993PTC075851;

Email:rameshbhatia67@gmail.com



हवल - २३		
७००५	३५	०५
२०१८		



महाराष्ट्र MAHARASHTRA

नंबर ७८६९ दिनांक ३१/१२/०७ एबे २००७
श्री. अशागरु भुषण १०५-

पत्ता ३५ वैदिक शिक्षण
गुण हस्ते

M. Bhatade
स्टॅम्प व्हेंडर - गुरुदास ला. पुणे-११०
कसबा पेठ, पुणे - ११०
लो. नं. - HVL/११/११/९६

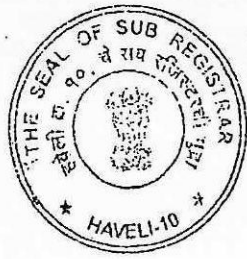


30 AUG 2007

महाराष्ट्र गैर न्यायिक
मो. नं. १०५

POWER OF ATTORNEY

BY THIS POWER OF ATTORNEY, WE,



हवल - १०		
१००२४	९	८
२००७		



हवल - २३
 ७४०५२६४



महाराष्ट्र MAHARASHTRA

M 451339

दिनांक ३१/१०/२००२

श्री. यशवंत कदम

पत्ता - १३५ शक्तिवा मिडसि

8000

मि. Bhatia
 स्टम्प इंडिया - मुंबई ला. मुंबई
 कसबा पेठ, पुणे - १३६
 ला. नं. - HVL/II/19/95



३०



हवल - १०
 ४७०२४ २ ८
 २००७

I. SUMMER PALACE LAND DEVELOPERS PVT. LTD.,
 A COMPANY REGISTERED UNDER THE INDIAN
 COMPANIES ACT 1956, HAVING IT'S REGISTERED OFFICE
 AT: A-5, EVEREST PREMISES, TARDEO ROAD, TARDEO,
 MUMBAI 400 034. (PAN NOAAACS 5148Q)

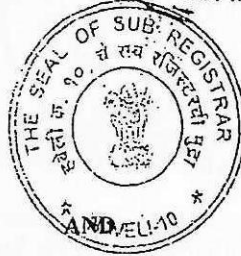
THROUGH IT'S DIRECTOR/S,

1. MR. RAMESH PARASRAM BHATIA, DIRECTOR,
 AGE :- 63 YEARS, OCC :- BUSINESS
 A-5, EVEREST PREMISES, TARDEO ROAD,
 TARDEO, MUMBAI - 400 034. (PAN NO. AABPB 3156 F)

ADU



हवल - २३		
०४०५	३०	०५
२०१८		



हवल - १०		
०४०५	३	८
२००७		

2. MR. DHARMESH KISHORE GATHANI DIRECTOR,
AGE: 39 YEARS, OCC: BUSINESS,
KOOL HOME, K.K. MARKET,
S.NO. 19/A -3/B, DHANKAWADI,
PUNE-411043 (PAN NO. ABWPG0623 J)

II. M/S. REPTON PROPERTIES PVT. LTD.,
A COMPANY REGISTERED UNDER
THE INDIAN COMPANIES ACT,
HAVING OFFICE AT:
A-5, EVERST PREMISES CO-OP SOCIETY,
TARDEO ROAD, TARDEO, MUMBAI-400034.

THROUGH IT'S DIRECTOR/S,

1. MR. RAMESH PARASRAM BHATIA, DIRECTOR,
AGE :- 63 YEARS, OCC :- BUSINESS
A-5, EVEREST PREMISES, TARDEO ROAD,
TARDEO, MUMBAI - 400 034. (PAN NO. AABPB 3156 F)

AND

2. MR. DHARMESH KISHORE GATHANI DIRECTOR,
AGE: 39 YEARS, OCC: BUSINESS,
KOOL HOME, K.K. MARKET,
S.NO. 19/A -3/B, DHANKAWADI,
PUNE-411043 (PAN NO. ABWPG0623 J)

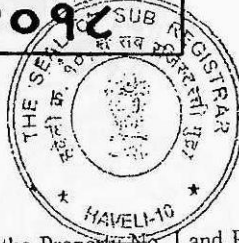
DO HEREBY STATE AS UNDER :-

WHEREAS we the Executants No. I i.e. Summer Palace Land Developers Pvt. Ltd. have acquired the development rights in respect of the land admeasuring 00 H 60 Ares i.e. 6000 Sq. Mtrs. out of land bearing S. No. 29, Hissa No. 6 and land admeasuring 00 H 60 Ares i.e. 6000 Sq. Mtrs. Out of land bearing S. No. 29, Hissa No. 6/1, totally admeasuring 01 H 20 Ares 12000 Sq. Mtrs. situated at Balewadi, Taluka Haveli, District Pune, which is with in the Registration District Pune, Taluka Haveli and which is within the limits of Pune Municipal Corporation (Hereinafter the entire land is referred to as the "SAID PROPERTY NO. I").

AND WHEREAS we the Executants No. II i.e. M/s. Repton Properties Pvt. Ltd. have acquired the development rights in respect of land bearing S. No. 11, Hissa No. 9+14A/2 admeasuring 01 H 22 Ares i.e. 12200 Sq. Mtrs., situated at Kondhwa Khurd, Taluka Haveli, District Pune, which is within the Registration District Pune, Taluka Haveli and which is within the limits of Pune Municipal Corporation (Hereinafter the entire land is



हवल - २३		
४१००४	४	८
२०१८		



हवल - १०		
४१००४	४	८
२००७		

AND WHEREAS the Property No. I and Property No. II are jointly and together referred to as the "SAID PROPERTY"

AND WHEREAS we have started development and construction of building on the said property. We, the Executants No. I and II will be required to remain present in the office of Sub Registrar Haveli, Pune for the purpose of registration of all the Flat Booking Agreements, Deed of Apartment, Final Conveyance and all other necessary documents / deeds / writings in respect of the Flats / tenements / row houses / offices / shops / building or the said property. However due to our pre occupations it is not possible for us to remain present at all times and complete the formalities relating to registration in respect of the Flats / tenements / row houses / offices / shops / building shall be constructed on the said property or the said property and to register all necessary Deeds and Writings for the same. Therefore it has become just and necessary for us to appoint an Attorney to do the above mentioned work / acts for us and on our behalf. Hence we are executing this Power of Attorney.

BY THIS POWER OF ATTORNEY WE, do hereby appoint, nominate and constitute:

MR. SAGAR RAMCHANDRA KADAM
AGE: 32 YEARS, OCC: SERVICE,
HAVING ADDRESS AT: 135, SHANIWAR PETH, PUNE.

as our true and lawful attorney for us and on our behalf and in our names to do the following acts, deeds and things regarding the registration in respect of Flats / tenements / row houses / offices / shops / building shall be constructed on the said property or the said property viz ;

1. To represent us before the Registrar of Assurances / Sub Registrar Haveli, Pune to all intents and purposes relating to registration of all documents.
2. To represent us before the Registrar of Assurances / Sub Registrar Haveli, Pune for registration of the Flat Booking Agreements, Deed of Apartment, Final Conveyance and all other necessary documents / deeds / writings in respect of the Flats / tenements / row houses / offices / shops / building as shall be constructed on the said property or the said property.
3. To give photographs, to give thumb impressions in the books of the Sub registrar Haveli, Pune and to complete all the necessary formalities in respect of registration of all the deeds and documents.
4. To carry out all the acts and deeds necessary for the registration of the said documents, and to receive all the original documents etc. from the office of Sub Registrar Haveli, Pune.



हवल - २३	
७४०५	३९०५
२०१८	



हवल - १०	
४७०२४	४८
२००७	

And we do hereby agree and undertake to ratify and confirm all and whatever our said attorney under the power in that behalf hereinbefore contained shall lawfully do, execute or perform.

IN WITNESS WHEREOF WE HAVE SIGNED, SEALED AND DELIVERED TO MY WITHIN NAMED ATTORNEY HEREUNDER ON THIS 31ST DAY OF AUGUST, 2007, AT PUNE.

MR. RAMESH PARASRAM BHATIA

Gathani

MR. DHARMESH KISHORE GATHANI

(DIRECTORS OF M/S. REPTON PROPERTIES PVT. LTD. AND SUMMER PALACE LAND DEVELOPERS PVT. LTD.)

(EXECUTANTS)

I HEREBY ACCEPT THE ATTORNEY

MR. *Patil*

I IDENTIFY THE EXECUTANT

Patil
Ramesh Parashram
 24, Ramji
 24/11
 ADVOCATE



हवल - २३	
०१/०९/०७	०९/०९
२०१८	
हवल 10	
दस्त क्र. 7024/2007	
०१/०९/०७	

01/09/2007 दुय्यम निबंधक:
11:34:41 am हवेली 10 (बिबवेवाडी)

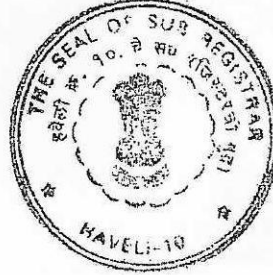
दस्त क्र. 7024/2007

दस्त क्रमांक : 7024/2007

दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

अनु क्र.	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाम: सागर रामचंद्र कदम पत्ता: घर/फ्लॅट नं.: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं.: - पेठ/वसाहत: 135 शनिवार पेठ शहर/गाव: पुणे तालुका: - पिन: - पॅन नम्बर: - लिहून घेणार वय 32 सही <i>Sulam</i>		
2	नाम: मे समर पॅलेस लॅन्ड डेव्हलपर्स प्रा लि व मे रेपटॉन प्रॉपर्टीज प्रा लि तर्फे डायरेक्टर धर्मेस किशोर गाठाणी पत्ता: घर/फ्लॅट नं.: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं.: - पेठ/वसाहत: धन लिहून देणार वय 39 सही <i>Githanidhe</i>		





हवल - २३		
०००५	०२	०५
२००७		

दस्त गोषवारा भाग - २

हवल 10
दस्त क्रमांक (7024/2007)
४८८८

दस्त क्र. हवल 20/7024-2007 चा गोषवारा
 दस्त क्र. हवल 20/7024-2007 चा गोषवारा
 दस्त क्र. हवल 20/7024-2007 चा गोषवारा
 दस्त क्र. हवल 20/7024-2007 चा गोषवारा

पावती क्र.: 7031 दिनांक: 01/09/2007
 पावतीचे वर्णन
 नांव: सागर रामचंद्र कदम

100 : नोंदणी फी
 160 : नक्कल (अ. 11(1)), पृष्ठांकनाची
 नक्कल (अ. 11(2)),
 रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
 एकत्रित फी

260: एकूण

दस्त हजर केल्याचा दिनांक : 01/09/2007 11:32 AM
 निष्पादनाचा दिनांक : 31/08/2007
 दस्त हजर करणा-याची सही :

Gathanshete
Sulam

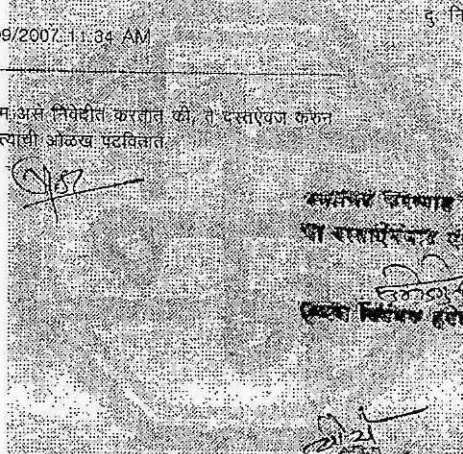
दस्तावा प्रकार : 48) मुखत्यारनामा
 शिक्का क्र. 1 ची वेळ : (सादरीकरण) 01/09/2007 11:32 AM
 शिक्का क्र. 2 ची वेळ : (फी) 01/09/2007 11:33 AM
 शिक्का क्र. 3 ची वेळ : (कबुली) 01/09/2007 11:34 AM
 शिक्का क्र. 4 ची वेळ : (ओळख) 01/09/2007 11:34 AM

दस्त नोंद केल्याचा दिनांक : 01/09/2007 11:34 AM

दु. नियंयकाची सही, हवेली 10 (बिबवेवाडी)

ओळख :
 दुय्यम नियंयक यांच्या ओळखीचे हसम असून निवेदीत करतो व फी, री पस्तऐवज करून
 देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटविताने

- 1) विशाल उ. मुगसे ,घर/फ्लॅट नं: *१०२*
- गल्ली/रस्ता: -
- ईमारतीचे नाव: -
- ईमारत नं: -
- पेट/वसाहत: वानवडी
- शहर/गाव: पुणे
- तालुका: -
- पिन: -



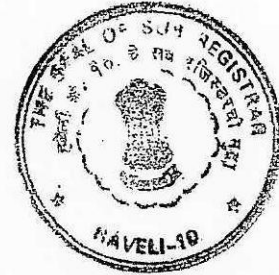
दस्तावा प्रकार ४८
या दस्तावावर रकम
२६००/-
हसम निवेदन हवेली क्र. १०

दस्तावा प्रकार ४८
 मंथरी नोंदपत्र

दुय्यम नियंयक हवेली-१०
 हवेली

1 SEP 2007

दु. नियंयकाची सही
 हवेली 10 (बिबवेवाडी)





भारतीय स्टेट बैंक
भारतीय स्टेट बैंक
State Bank of India

वाशी तुर्भे शाखा, देवगिरी कॉम्प्लेक्स, फेस - 2, सेक्टर - 19,
वाशी, नवी मुंबई - 400 703.

वाशी तुर्भे शाखा, देवगिरी कॉम्प्लेक्स, फेस - 2, सेक्टर - 19,
वाशी, नवी मुंबई - 400 703.

Vashi Turbhe Branch, Devgiri Complex, Phase II,
Sector -19, Vashi, Navi Mumbai - 400 703.

शाखा कूट / Branch Code : 3736

Tel. No. : 022 - 27839847 / 27839666 / 27848480 / 27841381 / Fax No. : 022-27831516 / 27839846, Email : sbi.03736@sbi.co.in

To,
The Sub Registrar,
Haveli-23,
Maharashtra.



हवल - २३		
०४०५	०३	०५
२०१८		

Ref No: SBI/VT/RMRE/18-19/MAY/09

Date: 15.05.2018

Dear Sir,

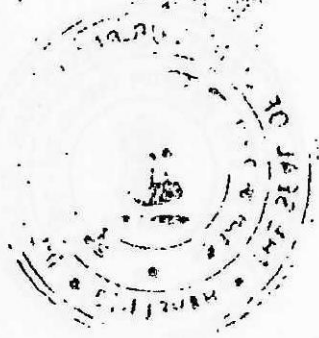
REGISTRATION OF MORTGAGE DEED TO BE EXECUTED BETWEEN STATE BANK OF INDIA AND REPTON PROPERTIES PVT. LTD (CORPORATE GUARANTOR OF BHAGWATI WHEELS AND CARS PVT. LTD)

With reference to above, we hereby authorize Mr. Ashish Kurzekar, PF ID 7690770 to sign on behalf of State Bank of India, Washi Turbhe Branch for the registration of mortgage deed to be executed between STATE BANK OF INDIA (PAN NO.- AAACS8577K) and REPTON PROPERTIES PVT. LTD.

Yours faithfully


Chief Manager. 

55 - 55
SPOF



Summary I (GoshwaraBhag-1)

524/7405

बुधवार, 16 मे 2018 3:52 म.नं.

दस्त गोषवारा भाग-1

हवल23

दस्त क्रमांक: 7405/2018

दस्त क्रमांक: हवल23 /7405/2018

वाजार मूल्य: रु. 00/-

मोबदला: रु. 7,10,00,000/-

भरलेले मुद्रांक शुल्क: रु.3,55,000/-

दु. नि. सह. दु. नि. हवल23 यांचे कार्यालयात

पावती:7641

पावती दिनांक: 16/05/2018

अ. क्र. 7405 वर दि.16-05-2018

सादरकरणाचे नाव: कर्ज घेणार- रेप्टॉन प्रॉपर्टीज प्राईवेट लिमिटेड तर्फे संचालक श्री. धर्मेंश किशोर गाथानी तर्फे कु मु म्हणून सागर कदम -

रोजी 3:24 म.नं. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण: 30900.00

दस्त हजर करणाऱ्याची सही:

Jt. Sub Registrar Haveli 23

Jt. Sub Registrar Haveli 23

दस्ताचा प्रकार: गहाणखत

मुद्रांक शुल्क: व) जेव्हा उपोक्त प्रमाणे कळवा दिलेला नसेल किंवा देण्याचे कबूल केले नसेल तेव्हा

शिक्षा क्र. 1 16 / 05 / 2018 03 : 24 : 28 PM ची वेळ: (सादरीकरण)

शिक्षा क्र. 2 16 / 05 / 2018 03 : 27 : 31 PM ची वेळ: (फी)

आम्ही लिहून देणार व लिहून देणारे सत्य प्रतिज्ञेवर लिहून देतो की सदर नोंदणीसाठी जोडलेली पुरक कागदपत्रे ही अस्सल व खरी असून ती खोटी व बनावट आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये नोंदणी कार्यावाहीत आम्ही जबाबदार राहू.

लिहून देणार

लिहून देणार



Summary-2(दस्त गोषवारा भाग - २)



16/05/2018 3 43:13 PM

दस्त गोषवारा भाग-2

हवल23

दस्त क्रमांक:7405/2018

दस्त क्रमांक :हवल23/7405/2018

दस्ताचा प्रकार :-गहाणखत

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:कर्ज घेणार- रेप्टॉन प्रॉपर्टीज प्राईवेट लिमिटेड तर्फे संचालक श्री. धर्मेस किशोर गाथानी तर्फे कु मु म्हणून सागर कदम - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: ए-5 एवरेस्ट वील्डींग, तारदेव रोड, तारदेव, मुंबई, महाराष्ट्र, MUMBAI. पिन नंबर:AAACR2812A	कर्ज घेणार वय :-35 स्वाक्षरी:-		
2	नाव:कर्ज देणार- स्टेट बँक ऑफ इंडिया वाशी तुर्भे ब्रांच तर्फे आशीष कुर्जेकर - - पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: वाशी तुर्भे ब्रांच, देवगिरि वैकिंग कॉम्प्लेक्स,फेस II,सेक्टर 19-सी, वाशी तुर्भे, नवी मुंबई, ठाणे, महाराष्ट्र, THANE. पिन नंबर:AAACS8577K	कर्ज देणार वय :-28 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार तथाकथीत गहाणखत चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:16 / 05 / 2018 03 : 30 : 47 PM

ओळख:-
सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:वकील. यश जे मेहता वय:28 पत्ता:कॅम्प पुणे पिन कोड:411001		

शिक्का क्र.4 ची वेळ:16 / 05 / 2018 03 : 31 : 26 PM

H. Sub Registrar Haveli-23

प्रमाणित करण्यात येते की,
या दस्ताऐवजात एकूण ५ पृष्ठे आहेत
पहिले नंबरचे पुस्तकाचे
दस्त नंबर नोंदवला.

EPayment Details.

sr.	Epayment Number
1	MH001566277201819E
2	MH001566890201819E

Defacement Number
0000891425201819
0000891428201819

सदर दुय्यम निबंधक (वर्ग-२) हवेली क्र.२३.

7405/2018

1. Verify Scanned Document for correctness (If any discrepancy is found, please report to the side) printout after scanning.
2. Get print immediately after registration.

