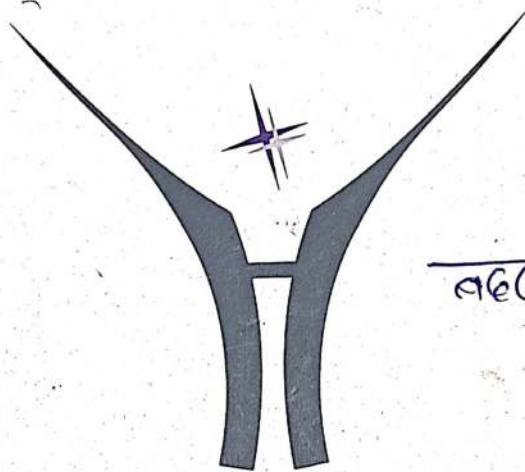


A-1302

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धौपगणेशदास
व. पूरुषोत्तम
महेश्वरी



REC-2/5938/12

Imperial Heights

7 star homes



**VIJAY ASSOCIATES
(WADHWA) DEVELOPERS**





AGREEMENT FOR SALE

Flat A-13-02 Parking space No. 13 on PODIUM-II

in the stilt below Podium / Open Car Parking Space Above Podium



Imperial Heights

7 star homes



VIJAY ASSOCIATES (WADHWA)
CONSTRUCTIONS PRIVATE LIMITED

301, Platina, Plot No. C-59, G - Block, Next to City Bank, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051.

Tel : (91-22) 6730 8400 Fax : (91-22) 6730 8401 E-mail : sales@wadhwadevelopers.com

Website : www.wadhwadevelopers.com





Tuesday, July 10, 2012
3:52:37 PM

Original

नोंदणी 39 म.
Regn. 39 M

दिनांक 7/10/2012

धोस

5. : 5994

गावाचे नाव गोरेगांव

दिनांक 10/07/2012

दस्तऐवजाचा अनुक्रमांक वदर2 - 05938 - 2012

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: रिटा अगरवाल तर्फे मुखत्यार यामिनी पटेल व स्वतःकरीता - -

औद्योगिक
63,300

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (135) :- 2700.00

एकूण रु. 32700.00

वे वर्गीकरण 1-आर सी सी
सविधा आहे
13

आपणास हा दस्त अंदाजे 4:07PM ह्या वेळेस मिळेल

(Rule 5 or 8)


मुख्य निबंधक
बोरीवली 1 (मालाड)

बाजार मूल्य: 11117500 रु. मोबदला: 16300400रु.

भरलेले मुद्रांक शुल्क: 797800 रु.

वह. दुय्यम निबंधक बोरीवली-१
संध्या उपनगर विल्डा

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि रॉयल बँक ऑफ स्कॉटलंड;

डीडी/धनाकर्ष क्रमांक: 136498; रक्कम: 30000 रु.; दिनांक: 18/04/2012

(Rule 19 or 20)

शेव * मजला निहाय घट/वाढ
14 * 110.00 /100

(Rule 17(1))



REGISTERED ORIGINAL DOCUMENT
DELIVERED ON 11-7-12



बंदीस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 10,941,658.20 + 0.00 + 0.00 + 0.00
+ 176,448.75 + 0.00 + 0.00 + 0.00
= 11,118,107.00

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4e3C 9
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मूल्यांकन प

मूल्यांकन

2012

दिनांक 7/10/2012

जिल्हा

मुंबई(उपनगर)

प्रमुख मुख्य विभाग

- 56-गोरेगाव (बोरीवली)

उपमुख्य विभाग

- 56/256-भूभाग : उत्तरेस गाव हद्द, पुर्वेस खाडी, दक्षिण व पश्चिमेस गावाची सीमा.

मिळकतीचा क्रमांक

सि.टी.एस. नंबर -- 1A/1A

नागरी क्षेत्राचे नांव

मुंबई(उपनगर)

मिळकतीचे वर्ण

बांधीव

बाजार मूल्य दर तक्त्यानुसार
पानि चौ मीटर मन्हादर

खुली जमीन

निवासी सदनिका

कार्यालय

दुकाने

औद्योगिक

28,500

63,300

79,200

94,900

63,300

मिळकतीचे क्षेत्र

157.14

चौरस मीटर

बांधकामाचे वर्गीकरण

1-आर सी सी

मिळकतीचा वापर

निवासी सदनिका

उद्वाहन सविधा

आहे

मिळकतीचे वय

0 TO 2

(Rule 5)

मजला

13

घसा-यानुसार मिळकतीचा
प्रति चौ. मीटर मूल्यदर

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसारा टक्केवारी

(Rule 5 or 8)

= 63,300.00 * 100.00 / 100

= 63,300.00

A) मुख्य मिळकतीचे मूल्य

(Rule 19 or 20)

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र

* मजला निहाय घट/वाढ

= 63,300.00

* 157.14

* 110.00 / 100

= 10,941,658.20

वंदिस्त वाहन तळाचे क्षेत्र

=

11.15 चौरस मीट

(Rule 17(1))

वंदिस्त वाहन तळाचे मूल्य

=

11.15 * (25.00 / 100) * 63,300.00

=

176,448.75

अंतिम मूल्य

=

मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोलिसांच्या अखत्यारीत वाहन तळाचे मूल्य +

वंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 10,941,658.20 + 0.00

+ 0.00

+ 0.00

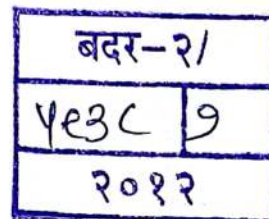
+ 176,448.75

+ 0.00

+ 0.00

+ 0.00

= 11,118,107.00





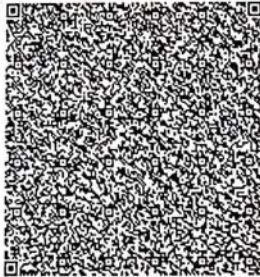
सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

Issued by :
Stock Holding Corporation of India Ltd
Location : Goregaon
Signature :
Details can be verified at www.shcilestamp.com

Certificate No. : IN-MH08165271678155K
Certificate Issued Date : 21-Apr-2012 11:46 AM
Account Reference : SHCIL (FI)/ mhshcil01/ GOREGAON/ MH-MSU
Unique Doc. Reference : SUBIN-MHMHSHCIL0108780929127173K
Purchased by : RITA AGGARWAL
Description of Document : Article 25(b)to(d) Conveyance
Property Description : FLAT NO-02,13TH FLR,TOWER-A,IMPERIAL HEIGHTS,OSHIWARA,GOREGAON-W,MUMBAI.
Consideration Price (Rs.) : 1,63,00,400
(One Crore Sixty Three Lakh Four Hundred only)
First Party : VIJAY ASSOCIATES WADHWA CONSTRUCTIONS PVT LTD
Second Party : RITA AGGARWAL
Stamp Duty Paid By : RITA AGGARWAL
Stamp Duty Amount(Rs.) : 7,97,800
(Seven Lakh Ninety Seven Thousand Eight Hundred only)

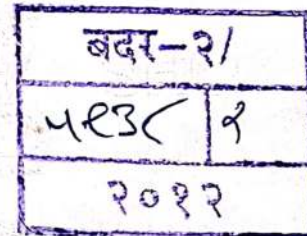


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ZK 0000721695

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"



Scanned with OKEN Scanner

IL E-Stamping		Receipt		(To be filled in by the client)	
Stamp Duty Paid by	<u>Rita Aggarwal</u>	Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input checked="" type="checkbox"/> 2nd Party		
Stamp Duty Amount	Rs. <u>797800/-</u>	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input checked="" type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT		
ue/ DD/ PO/ UTR/ REF/Account No.	<u>36499</u>	Date:	<u>18/4/2012</u>		
Name	<u>RBS</u>	Branch Name	<u>Mumbai</u>		
Signature with Seal					



ARTICLES OF AGREEMENT made at Mumbai this 23rd
day of April in the Christian Year Two Thousand
Twelve BETWEEN **VIJAY ASSOCIATES (WADHWA)**
CONSTRUCTIONS PRIVATE LIMITED, a Company
incorporated under provisions of the Companies Act, 1956 and
having its registered office at 301, Platina, Plot No.C-59, G-
Block, Next to Citi Bank Bandra Kurla Complex, Bandra (East),
Mumbai-400051, hereinafter referred to as the "**PROMOTER**"
(which expression shall unless it be repugnant to the
context or meaning thereof mean and include its
successors-in-title and assigns) of the ONE PART and

[Signature]

[Signature]

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MRS

RITA AGGARWAL

AND

MRS

YAMINI PATEL

of Mumbai Indian Inhabitant residing at/ having his/her/their
C-156, MAHENDRA ENCLAVES, G.T,
address at KARNAL ROAD, DELHI-110033

hereinafter called "THE FLAT ALLOTTEE" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART:

WHEREAS:

- A. The BRIHAN MUMBAI ELECTRIC SUPPLY AND TRANSPORT UNDERTAKING (hereinafter referred to as "THE BEST") is seized and possessed of or otherwise well and sufficiently entitled to a plot of land admeasuring in aggregate 1,54,082.40 sq.mts. bearing C. T. S. No.1(Pt), Survey No.6 (Pt) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai in the Registration District and Sub District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written and delineated on the PLAN annexed hereto and marked ANNEXURE "A" and shown



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thereon by a red coloured boundary line (hereinafter referred to as the "Larger Property");

- B. The Urban Development Department of Government of Maharashtra vide its Notification No. TPB-4395/1472/CR-51/97/UD-11 dated 27/07/2006/ accorded its approval to THE BEST to develop its various sites such as BEST Bus Depot, BEST Receiving Station, BEST Substation, BEST Bus Station, BEST Terminus and Staff Quarters, BEST Bus Depot and Transport Carriage, BEST Housing, BEST Staff Quarters properties for specified purpose coupled with commercial usages to the extent of 30% built up area of the total permissible floor area of Plot and such increase therein as may be permitted by the Government. A copy of the said Notification is hereto annexed and marked **ANNEXURE "A-1"**;

- C. The BEST is desirous of developing a duly demarcated plot being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No.2A of land bearing C.T. S. No. 1 (Part), Survey No. 6 (part) admeasuring 27,913.93 sq.mts.



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located between Oshiwara Officers Quarters and Ankur Co-operative Housing Society (containing permissible FSI of 38,653.00 sq.mtrs calculated on 30% built up area of the total permissible floor area of the Larger Property) for commercial/ residential purposes and with the right to utilize full potential of the Transferable Development Rights (TDR) of the said Larger Property admeasuring 1,54,082.40 sq.mtrs. i.e. 60,350 sq.mtrs or thereabouts together with further increase in FSI from the present 30% as may be permitted and more particularly described in Second Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by blue coloured boundary line (herein referred to as "the Said Property");

- D. As per one of the terms and conditions of layout of BEST property of S. No. 6(pt) sanctioned by the Municipal Commissioner on 23.10.1989, it was required to exchange the Plot No.2 admeasuring 2500 sq.mtrs belonging to the BEST Undertaking falling beyond the nallah with that of Plot marked "P" as belonging to M. C. G. M. (Non contagious) admeasuring 1900 sq. mtrs. Accordingly,



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handing over /taking over formality of the said plots has been completed on 24.5.1996 subject to area confirmation from District Inspector of Land Records;

- E. The BEST issued a Tender Notice No.AGM/(C)/156/2006 inviting tenders for the development of the Said Property on the terms and conditions stipulated in the Tender Documents. As per the said Tender, offers were invited for planning, designing and construction and financing of residential/commercial buildings on the Said Property, obtaining of clearance from statutory authorities including Ministry of Environment and Forest Department, obtaining "NOC" from the MCGM/UDD of Government of Maharashtra for modification to the reservation as Bus Depot, Scrap Yard, Staff Housing Cum Commercial/Residential Complex etc. on payment to the BEST of one time non refundable premium for total constructed area;



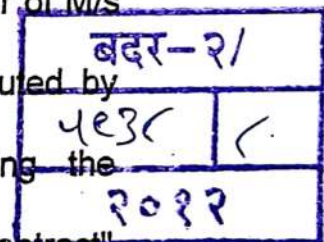
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- F. The said Tender provided that in consideration of the premium paid to the BEST and proposed development of the Said Property, the Developer is entitled to allot,

transfer and nominate Allottee of residential/commercial Premises/Units to be constructed on the Said Property to the BEST and upon completion of the proposed development as per the then prevailing policy of BEST, the Said Property standing thereon shall be leased to the Society/ Condominium of Apartments/Limited Company (hereinafter referred to as "the Common Organisation") to be formed by the Allottees of the residential units/commercial units so constructed on the Said Property initially for a period of 60 years (30 + 30) to be renewed thereafter for lease rent.



- G. The Promoter's Tender or Bid for development of the Said Property at the premium, cost and on the terms and conditions of the Tender Documents was accepted by the BEST in pursuance of which BEST issued Letter of Acceptance bearing No. AGM (C) Dysupdt/4902-IV/63735/2006 dated 13/11/2006 ("LOA") in favour of M/s Vijay Associates (Wadhwa) (subsequently substituted by the name of the Promoter herein), accepting the Promoter's offer on the "Terms and Conditions of Contract"



alongwith any addenda/ corrigenda;

6

H. By an Agreement for Development dated 18th May 2007, registered with the Sub Registrar Borivali No. 4 under No. BDR-10-4001 of 2007 and made between the BEST therein referred to as the "Lessor" of the One Part and the Promoter herein, therein referred to as the "Developer" of the Other Part, the BEST has authorized and permitted the Promoter to enter upon the said Property admeasuring 27,913.93 sq.mtrs located between Oshiwara Officers Quarters and Ankur Co.op.Housing Society (containing permissible F. S. I. on 38,653. sq.mtrs. calculated on 30% of the total permissible floor area of the Larger Property) and with right to utilize full potential of the Transferable Development Rights ("TDR") of the Larger Property admeasuring 1,54,082.40 sq. mtrs. i.e. 60350 sq.mtrs. or thereabouts and more particularly described in the Second Schedule hereunder written delineated on the plan annexed hereto and shown thereon by blue coloured boundary line (hereinafter referred to as the "the Said Property ") for carrying out development of the Said Property by constructing building for commercial / residential purposes and to allot for such consideration as



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the Promoter may deem fit, receive consideration directly without recourse to BEST nominate Allottee(s) of residential/Commercial Premises to the BEST upon the terms and conditions mentioned in the said Agreement for Development with right to dispose off the constructed premises in the manner aforesated;

- I. The BEST has executed Power of Attorney also dated 18th May, 2007 in favour of the Promoter authorising the Promoter to do various acts, deeds, matters and things for and on behalf of the BEST as set out therein.

- J. The Promoter is accordingly constructing on the Said Property 4 or more residential buildings being Towers A, B, C and D to be collectively known as "Imperial Heights" having 4 level podium, podium / environment deck and 44 upper floors as may be permitted and sanctioned from time to time in accordance with the said plans and permissions (hereinafter referred to as "the said Building");



बदर-२/	
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- K. The Municipal Corporation of the Greater Mumbai (MCGM) has approved the plans in respect of Tower A/B/C/D of the

8

said buildings to be known as "Imperial Heights" and accordingly has issued Intimation of Disapproval (IOD) bearing No.E.B/CE/9430 dated 14th JUNE 2007 and Commencement Certificate (C.C.) bearing No. CHE / 9430 dated 21st JUNE 2007;

- L. The Promoter has entered into a prescribed Agreement with the Architect Mr. Tarun Motta, Teeearch registered with the Council of Architects and also appointed Mr. Niranjana Pandya, as Structural Engineers for preparing structural designs and drawings and specifications of the buildings to be constructed on the Said Property and the Flat Allottee accepts the professional supervision of the said Architect and the said structural Engineers till the completion of the said buildings unless otherwise changed;



- M. It is clarified by the Promoter that the aforesaid building plans, though approved by the MCGM are tentative and are liable to be changed and/or revised and/or amended as per the requirements of the Promoter and Promoter is intending to utilize additional T.D.R. F.S.I. on the said property and construct additional Floors/Wing in the said

बदर-२/	
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9 *Rita Agarwal*

Building and/or as may be ultimately approved/sanctioned by MCGM and other concerned public bodies and authorities. The Promoter reserves the right to do so and this right of the Promoter is acknowledged and accepted by the Flat Allottee;

- N. The Flat Allottee has/have demanded from the Promoter and the Promoter has given copies and inspection of originals to the Flat Allottee of all the documents of title relating to the Said Property, Tender, LOA, the said Agreement for Development dated 18th May, 2007 the plans, designs and specifications prepared by the Promoter's Architect and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promoter of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the MOFA") and the rules made thereunder;



- O. The Promoter has disclosed to the Flat Allottee that a Writ Petition being Writ Petition No. 2296 of 2007 was filed in the Ordinary Original Civil Jurisdiction of the High Court of Judicature at Bombay by the BEST Workers' Union against

बदर-२/	
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the State of Maharashtra and Ors. interalia challenging the issue of Notification No. TPB 4395 / 1472/CR-51/97UD-11 dated 27th July 2006 issued by the State of Maharashtra seeking to modify D. C. Regulation No. 9 permitting B. E. S. T. to develop its property for commercial user and for other reliefs. The said Writ Petition was however dismissed by a Division Bench of the Hon'ble High Court by its Order dated 21st August 2008;

P. A Special Leave Petition No.(C) 23447 of 2008 has been filed by the BEST Workers Union in the Hon'ble Supreme Court against the said order dated 21st August 2008 and is pending admission (hereinafter referred to as "the said SLP");

Q. Copies of the following documents are attached hereto as Annexure "B" to "F":-

Annexure "B"
Cards.

Copies of the Property

बदर-२/	
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Annexure "C"

Copy of Intimation of Disapproval

11

Rita Agnewal

(I.O.D.) dated 14th JUNE 2007 and
bearing No. E.B/CE9430 of Tower
A/B/C/D.

Annexure "D" Copy of Commencement
Certificate (C.C.) dated 21st JUNE
2007 and bearing No. CHE/9430.

Annexure "E" A Copy of the Certificate of Title
dated 7th November, 2008 issued
by M/s. M.V. Kini & Co. Advocates
& Solicitors of the BEST.

Annexure "F" Copy of the typical floor plan in
respect of the said flat



R. While sanctioning the said plans for the said building being
Tower A/B/C/D the concerned local authorities and/or
government has laid down certain terms, conditions,
stipulations and restrictions which are to be observed and
performed by the Promoter while developing the Said
Property and the said building and upon due observance

बदर-२/	
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and performance of which only the occupation and the completion certificates in respect of the said building shall be granted by the concerned local authority;

- S. The Flat Allottee/s being fully satisfied in respect of the title of the BEST to the Said Property and the right of the Developer to carry out development on the said property has/have approached the Promoter and applied for allotment in the manner aforesaid of Flat No. 02 on the 13th floor (alongwith the attached terrace, if applicable) of Tower A/B/C/D of the buildings to be known as "Imperial Heights" being constructed on the Said Property (hereinafter referred to as "the said flat") with full notice of and on the basis of the terms conditions and provisions contained in the Tender, LOA and Agreement for Development dated 18th May, 2007, documents, papers, plans, orders, schemes, etc. referred to hereinabove and subject to the terms and conditions hereinafter appearing,



- T. The Flat Allottee/s hereby expressly confirms that he/she/they/it has/have entered into this Agreement with full knowledge, implication, effect etc. of various terms and conditions contained in the documents, papers, plans,

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orders, resolutions, court order/s schemes, development project including the right and entitlements available to and reserved by the Promoter contained in these presents;

- U. Relying upon the said applications, declarations and agreements herein contained, the Promoter agrees to allot to the Flat Allottee/s the said Flat/Premises/Units in the manner envisaged herein at the price and on the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1.1. It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of operative part of this Agreement and shall be read accordingly



- 1.2 The Promoter shall construct four (4) or more residential buildings on the area shown on the plan being Annexure "A" hereto on the Property more particularly described in Second Schedule hereunder written and more particularly

बदर-२/	
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delineated on the plan Annexure "A" hereto and thereon by blue coloured boundary line (hereinafter referred to as "the said Project") to be collectively known as "Imperial Heights" having four (4) level podium, podium/ environment deck and 44 upper floors and subject to right to utilise further T.D.R. F.S.I. and construct further Floors/Wings in accordance with necessary approvals, permissions and clearances from all Statutory Authorities including Ministry of Environment and Forest Department, Coastal Regulation Zone, Urban Development Department and in accordance with the plans, designs and specifications approved by the MCGM and other local authorities which have been seen and approved by the Flat Allottee/s with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in them or any of them. It is specifically agreed and understood that if any consent is required to be taken by the Promoter before carrying out any of the changes, then the Flat Allottee/s hereby gives his /her /their irrevocable consent and shall be deemed to have given his/her consent. Provided that the Promoter shall not make



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any variations or modifications which may adversely affect area and floor of the said flat of the Flat Allottee/s. The four (4) or more residential towers shall form one common layout having a common recreation garden and club house at the podium level as common amenities to be provided on portion of the Said Property delineated on the layout plan annexed hereto as Annexure "A" and thereon shown surrounded by green colour boundary lines.

2. Subject to the rights and privileges reserved by the Promoter and subject to the disclosures made by the Promoter, the Flat Allottee/s hereby agree/s to acquire from the Promoter and the Promoter hereby agrees to allot to the Flat Allottee/s Flat/Premises/Unit No. 02 on the 13th floor admeasuring — sq. mtrs equivalent to 1409 sq. ft. (carpet area) as shown bounded by red colour boundary line on the typical floor plan thereof hereto annexed and marked **ANNEXURE "F"** with car parking space No. 13 in the podium level/stilt II of Tower AB/C/D of the said buildings to be known as "Imperial Heights" and shown bounded by red colour boundary line on the car parking plan annexed hereto and marked as



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ANNEXURE "F1 " (hereinafter referred to as "the said premises/unit/flat") at and for the consideration of Rs. 1,63,00,400-(Rupees ONE CRORE SIXTY THREE LAKH AND FOUR HUNDRED ONLY only) including the NIL consideration of the common area and facilities appurtenant to the said premises/unit/flat and after receipt of Occupation Certificate in respect of the said Building to nominate Flat Allottee to the BEST with a right to obtain lease in favour of the Society (common organisation). Hereinafter the Tower A/B/C/D in which the said premises/unit/flat is situated shall be individually referred to as "the said building" and the four buildings collectively shall be referred to as "the said Buildings" wherever the context so requires. The nature, extent description of the common areas and facilities are more particularly described in Third Schedule hereunder written.



3. The Flat Allottee/s hereby agree/s to pay to the Promoter the said consideration of Rs. 1,63,00,400/- (Rupees ONE CRORE SIXTY THREE LAKH AND FOUR HUNDRED ONLY)

in the following manner:

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(i) Rs. 1,63,00,400 /-(Rupees One Crore Sixty three lakh and four Hundred only)

i.e. ✓ paid on or before execution of these presents _____ (receipt whereof the Promoter doth hereby admits and acknowledges);

(ii) Rs. _____ /-(Rupees _____ only)

i. e. 10% within _____ days of completion of the floor slab of 1st level of podium of the said building ;

(iii) Rs. _____ /-(Rupees _____ only)

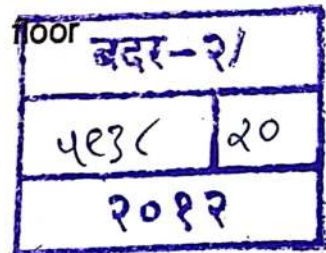
i.e. 2.5% within _____ days of completion of floor slab of 3rd level of podium of the said building;

(iv) Rs. _____ /-(Rupees _____ only)

i.e. 2.5% within _____ days of completion of 1st floor slabs of the said building;

(v) Rs. _____ /-(Rupees _____ only)

i.e. 2.5% within _____ days of completion of 3rd floor slabs of the said building;



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THE FIRST SCHEDULE ABOVE REFERRED TO
(description of the Larger Property)

All that piece or parcel of land admeasuring 1,54,082.40 sq. mtrs. or thereabouts at CTS No. 1(pt), Survey No. 6(pt) of Village Goregaon at BEST Nagar, Oshiwara, Goregaon (West), Mumbai in the Registration District and Sub-District of Mumbai city and Mumbai Suburban and bounded by read coloured boundary line on the plan annexed hereto that is to say:

On or towards the East : BEST Nagar Housing Plot
On or towards the West: Andheri Goregaon Link Road
On or towards the North: 18.30 wide D. P. Road;
On or towards the South: Oshiwara Nala.



THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Property)

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All that part of a piece of land duly demarcated being portion of the said Larger Property forming part of a layout which is not subdivided but numbered for identification as Plot No. 2A admeasuring 27913.93 sq. mtrs. (containing permissible FSI of 38653 sq. mtrs.) and additional TDR permissible of the larger property bearing CTS No. 1(pt) of Village Goregaon at BEST

Mamini

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[Signature]

P. K. Agarwal



Nagar, Oshiwara, Goregaon (West), Mumbai admeasuring
1,54,082.40 sq. mtrs. i.e. 60350 sq. mtrs. and delineated on the
plan annexed hereto and shown thereon by a brown colour
boundary line and bounded as follows:

- On or towards the East : 12 meter Wide Road;
On or towards the West: Plot No. 2B of BEST Staff
Quarters;
On or towards the North: 18.30 meter wide D. P. Road;
On or towards the South: Ankur Co-operative Society.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Nature, extent and description of common areas and
facilities/limited
common areas and facilities)

LIST OF COMMON AREAS AND FACILITIES

1. Staircase and landings.
2. Corridors.
3. Lifts.
4. Lift Lobby and landings
5. Society's office.
6. Main entrance lobby.
7. Common electric meter for common lights.



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8. Refuge area located on the 9, 16, 23, 30, and 37, floors of the building.
9. Overhead water tanks located above the top floor level of the building in the which the said premises is situated, means of access thereto along the main stair-case of the building and along the lifts to be provided in the building.
10. Drainage, storm water drain, electric sub-station if constructed, electrical poles, watch-man cabin, underground water tank (with pumping rooms and other pumping arrangement).
11. Open front space at the ground floor level.
12. Recreational Space/Garden on Podium Level
13. Club House on Podium Level

LIMITED COMMON AREAS AND FACILITIES

1. Car parking spaces in the podium, level.



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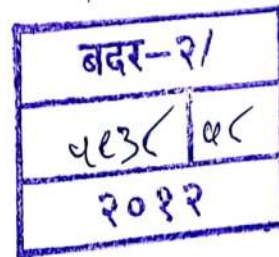
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AGENDA

7A. The Promoters have availed financial assistance by issuing Redeemable Non-Convertible Debentures to favour of India Infoline Investment Services Limited & IIFL Wealth Management Ltd. on the terms and conditions Debenture Trust Deed dated 27th May 2010 executed between the Promoters referred to as "the Company" therein; IDBI Trusteeship Services Limited referred to as the "Debenture Trustee" therein and India Infoline Investment Services Limited referred to as the "Agent" therein duly stamped with appropriate stamp duty and registered before the Sub-Registrar Office at Bandra at Serial No.BDR2-05008-2010 on 28th May 2010, by mortgaging development rights along with other immovable properties, therein existing or to be brought into existence or to be constructed in future attached to the said project, by way of legal mortgage in English Form.



RESTRICTED AREA

1. Pocket terraces or terrace space/s in front of or adjacent to terrace flats.
2. Servants quarters at podium level.



SIGNED AND DELIVERED by the
withinnamed Promoter
VIJAY ASSOCIATES (WADHWA)
CONSTRUCTIONS PRIVATE LIMITED
by the hand of its duly authorised Director)
Mr. Navin Makhija
in the presence of...



For Vijay Associates (Wadhwa) Constructions Pvt. Ltd.

Navin Makhija

Director

[MR. PRAVIN S. RAHEJA]

SIGNED AND DELIVERED by the
withinnamed Flat Allottee/s
RITA AGGARWAL
YAMINI PATEL
in the presence of...

Rita Aggarwal
Yamini Patel



[MS RUBINA KHAN]

Yamini Patel

Rita Aggarwal

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RECEIPT

RECEIVED a sum of Rs. 1,63,00,400/- from Ms. RITA AGGARWAL / MS. YAMINI PATEL as an part payment paid out of full consideration money as within mentioned to be paid by them for us the details of which are as under:

Date	Drawn On	Cheque No.	Amount
21/11/2007	HDFC BANK	638086	500000
08/12/2007	HDFC BANK	396778	3144864
08/12/2007	HDFC BANK	747226	1000000
07/04/2008	HDFC BANK	789916	1568700
13/03/2008	HDFC BANK	789909	61236
14/05/2008	HDFC BANK	767955	392175
22/07/2008	HDFC BANK	789943	392175
27/09/2008	HDFC BANK	913405	446040
15/05/2009	ABN AMRO BANK	362461	395010
25/09/2009	ABN AMRO BANK	362465	395010
04/07/2009	ABN AMRO BANK	362462	395010
03/11/2008	HDFC BANK	913420	395010
18/11/2008	HDFC BANK	913422	395010
24/11/2008	HDFC BANK	913427	395010
17/12/2008	HDFC BANK	913431	395010
10/04/2011	ABN AMRO BANK	869762	1185030
10/02/2009	HDFC BANK	913450	395010
28/10/2010	ABN AMRO BANK	869758	790000
22/05/2010	ABN AMRO BANK	548830	790020
20/08/2009	ABN AMRO BANK	362464	1185030
01/05/2012	ABN AMRO BANK	362474	1685050

WE SAY RECEIVED



For WADHWA ASSOCIATES (WADHWA) CONSTRUCTION PVT. LTD.

(Director)
PROMOTER

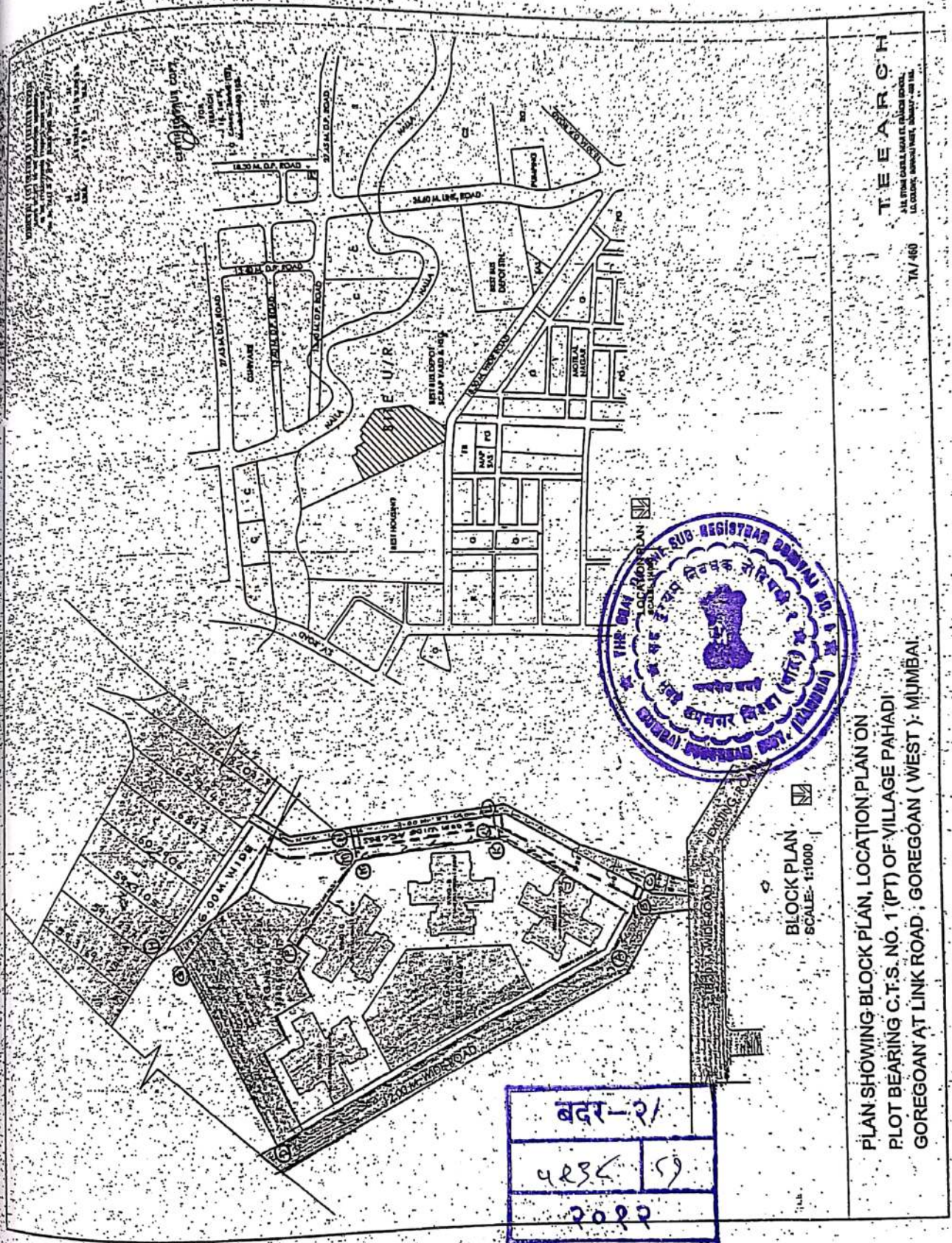
Witnesses:

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ANNEXURE - 'A'



PLAN SHOWING BLOCK PLAN, LOCATION PLAN ON
 PLOT BEARING C.T.S. NO. 1 (PT) OF VILLAGE PAHADI
 GOREGOAN AT LINK ROAD : GOREGOAN (WEST) : MUMBAI.

TEE A R C H

ALL OTHER DETAILS NOT IN PLANS SHALL
 BE GOVERNED BY THE ACT, 1908.

TA/460

Maharashtra Regional and
Town Planning Act, 1966
Commercial exploitation of
plot reserved for BEST
Undertaking.
Notification under section
37(2) of the ...

GOVERNMENT OF MAHARASHTRA
Urban Development Department,
Mantralaya, Mumbai 400 032.
Dated the 27th July, 2006.

NOTIFICATION

No. TPB 4395/1472/CR-51/97/UD-11.

In the sanctioned Development Plan of Greater Mumbai, various sites such as "BEST Bus Depot, BEST Receiving Station, BEST Sub Station, BEST Bus Station, BEST Terminus, BEST Bus Station and Staff Quarters, BEST Bus Depot and Transport Carriage, BEST Housing, BEST Staff Quarters" have been reserved for which BEST Undertaking happens to be the Appropriate Authority.

The General Manager, BEST vide his D.O. Letter No. DO/GM/52858/95 dated 17th October, 1995 has approached Government with request to permit BEST Undertaking to utilise these reserved sites for commercial purposes without hampering the principal user.

The issue has been examined by the Government and it is observed that the request of the BEST Undertaking can be considered favourably.

Regulation No.9 of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as "the said regulations") spells out prescriptions for development of various sites reserved in the Development Plan and in order to accommodate the request of the BEST Undertaking, Regulation No.9 of Development Control Regulations for Greater Mumbai, 1991 will have to be suitably amended by following procedure laid down under section 37 of the Maharashtra Regional and Town Planning Act, 1966 (hereinafter referred to as "the said Act").

Considering the request of BEST, Government in Urban Development Department vide its order of even No. dated 19/11/1997 (hereinafter referred to as "the said order") directed the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the said Corporation") under section 37(1) read with section 154 of the said Act, to modify the said regulation as more specified therein by following the procedure laid down under section 37 of the said Act and further it was directed to implement the proposed modification forthwith.

In the said order the condition of the floor area of such commercial user shall not exceed 15% of the total permissible floor area was specified.

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In connection with this condition in the said order, the General Manager, BEST vide his letter No. DO/GN/AGM(C)/16653/2001 dated 9/4/2001, has approached Government with a request to restrict the Commercial user to 15% may be deleted and instead of that the Undertaking shall be allowed to utilise full potential of the land for other permissible user by excluding the accommodation needed by the BEST Undertaking.

After examining the issue, Government had further issued direction of even number dated 17/6/2003 under section 37(1) of the said Act to the said Corporation, so as to initiate the proposal under section 37 of the said Act regarding the modification to Regulation 9 of the said regulations (hereinafter referred to as "the said modification").

And whereas, the said Corporation has failed to publish a notice regarding the said modification in the official gazette within a period of 60 days from the date of said directives as stipulated under section 37 of the said Act.

And whereas, in exercise of the powers vested in it under sub-section (1A) of section 37 of the said Act, Government has issued notice on 24/8/2004 (hereinafter referred to as "the said notice"), thereby inviting suggestions/objections from any person with respect to the said modifications and the said notice which appeared in the Maharashtra Government Gazette on 9/9/2004 and was also published in news papers namely Vartahar (Marathi) dated 6/9/2004 and Economic Times (English) dated 8/9/2004;

And whereas, by way of the said notice, Government appointed the Deputy Director of Town Planning, Greater Mumbai as the officer (hereinafter referred to as the "said officer") to submit his report to Government after scrutinising and granting hearing to the suggestions/objections received regarding the said modification.

And whereas, in the meantime the said Corporation has resolved 23/11/2004 and to initiate the proposal of the said modification as directed by the Govt. with same amendments.

And whereas the said officer has submitted his report to Government on 13/5/2005;

And whereas, considering the suggestions/objections received and after consulting Director of Town Planning, Maharashtra State, Government is of the opinion that the said modification shall be sanctioned with some changes;

Now, therefore, in exercise of the powers conferred under section 37(2) of the said Act, the Government hereby -

A) Sanctions the said modification more specifically described below -

- (i) Regulation No.9(iv)(c) and (d) by way of adding explanatory note at Sr.No.(v) below Table-4 contained in Regulation 9 of the said regulation as under -

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