



Monday, November 22, 2010
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Page: 28 M

पावती

पावती क्र. : 17137

पावती क्रम : 17137 (व्यवसायिक हप्त)

दिनांक 22/11/2010

दस्तावेजाचा अनुक्रमांक : पसई - 16421 - 2010

दस्तावेजाचा प्रकार : असाधारण विविध नवीन उद्दिष्टांकरिता करण साधनेसाठी



सादर करणाऱ्याचे नाव: विक्रम बिल्डवेल प्रा. लि. (विविध उद्दिष्टांकरिता करण साधनेसाठी)

नॉटली बी	-	30000.00
गळकस (अ. 11(1)), घुसट्याकरणी गळकस (अ. 11(2)), रुजवात (अ. 12) व आवाकिकतम (अ. 13) -> एकसित डी (98)	-	1820.00
एकूण रु.		31820.00

आपणाला हा दस्त अंदाजे 11:26AM ह्या वेळीच मिळेल

विक्रम बिल्डवेल प्रा. लि.

बाजार मूल्य: 101077000 रु. मॉबदस्त: 1010765688 रु.
भरलेले मुद्रांक मूल्य: 5053850 रु.

दस्तावेजाचा प्रकार : असाधारण नवीन उद्दिष्टांकरिता करण साधनेसाठी
बँकेचे नाव व पत्ता: श्रीविणय बँक लिमिटेड - पत्तणदी, मुंबई-29,
श्रीविणय बँक लिमिटेड - 211714; राकम: 30000 रु.; दिनांक: 20/11/2010

For Vikram Buildwell Pvt. Ltd.

Director

(24) (0030)024(103)024(024)011

प्रकार : सामानिक 1 2 0 1
व्यवस्थापक : बालन क. 1 1 1 2 2 2 2

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रुग्ण: का विभागका मास्टीय ट्रेट रीट शाखा टी. सी. सी.

वेबे परचारात आलेल्या रोक रकमेचे बळक Debit Note

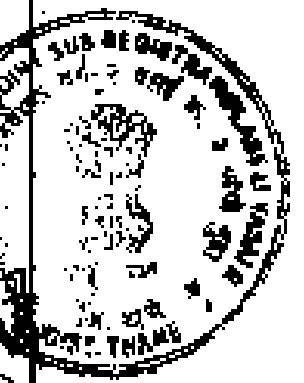
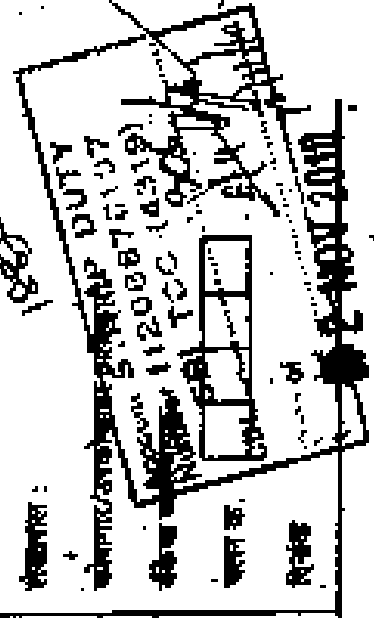
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मुद्रा प्रत / मुद्री मत्त / विसरी मत्त

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(R) (0030)(02)(109)(02)(02)(01)

कोषागार साकेचीक 1 2 0 1
उपकोषागार चसलन क्र. 1 4 2 4

राजीव गांधी राष्ट्रीय मुद्रांक स्टॉक शिफ्टिंग एंड
सेलिंग कॉर्पोरेशन लि., नई दिल्ली

रघुनाथ म. को. नि. व
(निपम २२२ पाठ)

आगमन व वितरण अधिकारी 1 0 6 6

विभागा / उपविभाग
कोषागार

मुद्रांक प्रत / मुद्रांक प्रत / वितरणी प्रत

भारत सरकार की भारतवादी
विभागीय अधिकारियों के निम्नलिखित विवरणों के
अनुसार
मुद्रांक प्रत का मुद्रांक
प्रमाणपत्र : ००३० नौदणी व मुद्रांक फौ
उप प्रधानमंत्री ०२/१०३ मुद्रांक शुल्क

कोषागार/उपकोषागार/भारतीय रिपब्लिक
प्रदत्त मुद्रांक स्टॉक शिफ्टिंग एंड सेलिंग कॉर्पोरेशन लि.
राज्य विभागीय
कोषागार (आवक) 201
उपकोषागार (आवक) *Thiruvananthapuram*

भारत सरकार की प्रतिनिधित्व
मुद्रांक शुल्क 201
मुद्रांक शुल्क 201
भारत सरकार की प्रतिनिधित्व
मुद्रांक शुल्क 201

कोषागार : 2 1 4 9 9 4 9 5 1 5 5
लेखापाल : *State Bank of India*
कोषागार/उपकोषागार अधिकारी : *State Bank of India*
विवरण : *State Bank of India*

भारत सरकार की प्रतिनिधित्व
मुद्रांक शुल्क 201
भारत सरकार की प्रतिनिधित्व
मुद्रांक शुल्क 201

कोषागार : 2 1 4 9 9 4 9 5 1 5 5
लेखापाल : *State Bank of India*
कोषागार/उपकोषागार अधिकारी : *State Bank of India*
विवरण : *State Bank of India*



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Collector of Stamps Thane Rural

ऑफिस ऑफ द कलेक्टर ऑफ स्टॅम्प्स

OFFICE OF THE COLLECTOR OF STAMPS

Case Adj. No. 1074/10
 Received from Shri. M.S. Vikram, Buildwell Pvt. Ltd. Residing at
 New Delhi 5953830720 = 50,53,850/-
 (Rupees Fifty lakh-fifty-three thousand Eight hundred
 India Branch Thane fifty only; Transfer dated 12/11/10
 Rs. 50,53,850/-
 Certified under Section 32(1)(b) of the Bombay Stamp Act 1958 that the full Stamp
 Duty of Rs. 50,53,850/- with which sale tax amount is chargeable has been paid
 vide Article No. 5(9a) of Schedule
 This certificate is subject to the provision of section 53(A) of Bombay Stamp Act, 1958

Place Thane
 Date: 19/11/10
 Collector of Stamps Thane Rural

N.V.Rs. 10,10,77,000/-



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into at Virar on this 22 day of November 2010.

BETWEEN

MS/. HOUSING DEVELOPMENT AND INFRASTRUCTURE

LIMITED, a Company registered under the Companies Act, 1956 and having its registered office at HDIL Towers, 9th Floor, Anant Kanekar Marg, Station Road, Bandra (E), Mumbai - 400 051, hereinafter referred to as the **OWNERS**



(which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

M/S. VIKRAM BUILDWELL PVT. LTD, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 103/104, Jivan Villa, 111 Darya Ganj, New Delhi - 110002 hereinafter referred to as the **"DEVELOPER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part;

AND WHEREAS:

By and under several diverse and separate agreements, Deeds of Conveyances the OWNERS have purchased, and acquired the several lands situate, lying and being at Village Dongare, Bolinj and Chikhal Dongare of Taluka Vasaj, Dist Thane. On the said so acquired lands the OWNERS have evolved the Group Housing Schemes and for the said Group Housing Schemes the OWNERS had taken the Layout permission for the said layout sanctioned from the "City and Industrial Development Corporation of Maharashtra Limited" (hereinafter referred to as "the CIDCO") vide their letter **NO. CIDCO/VVSR/NAP & CC/BP-4486/W/4002** dated 28/5/2009 (the copy of the Letter is annexed hereto and marked as **"ANNEXURE I"**) and formed various Sectors on the said sanctioned layout known as Sector No. I to X.

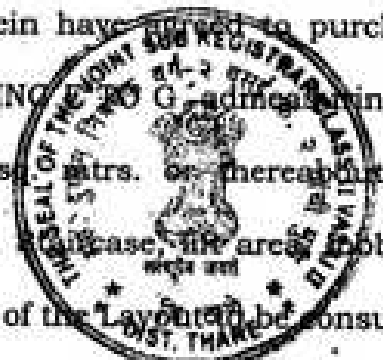


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AND Whereas out of the said sanctioned layout of Sector No. I TO X the OWNERS have taken Development Permissions of the Buildings on Sector No. II and Sector No III from CIDCO vide their letter No.CIDCO/VVSR/ NAP & CC/BP-4486/W/4002 dated 28/5/2009 and Revised Development Permission vide their Letter No. CIDCO/VVSR/RDP/BP-4486/W/801 dated 5th July 2010, a copy of the same along with the plan is annexed hereto and marked as "ANNEXURE II".

AND Whereas out of the said sanctioned Sector No. II and Sector No. III the DEVELOPER herein have made an offer to the OWNERS herein to purchase the FSI from the said Sector No. III on land bearing Survey No. and Hissa No. (more particularly described in the **SCHEDULE I** hereunder written and hereinafter referred to as the "LAYOUT LAND") to which the OWNERS have shown their willingness and after due course of negotiations the DEVELOPER herein have agreed to purchase the FSI of Building No. 7, WING G, admeasuring 180493.87 sq. ft. i.e. 16768.29 sq. mtrs. of thereabouts built up area (including balcony, staircase, lift area, lobby and opla area) out of the total FSI of the Layout to be consumed on the land bearing Survey No. and Hissa No., (more particularly described in the **SCHEDULE II** hereunder written and hereinafter referred to as the "**SAID LANDS** ") forming a part of Sector No. III. The sanctioned Plan of Sector III is hereto



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annex and marked as "ANNEXURE III".

The infrastructure work namely D. P. Roads, storm water drains and Streetlights will require to be constructed and set-up on the Lay-out Land which has already been commenced by the OWNERS at OWNERS own cost and expenses;

The OWNERS have obtained an Commencement Certificate from CIDCO vide their letter No. CIDCO/VVSR/CC/BP-4486/W/849 DATED 5th July 2010 for the said Building No. 7 in reference and Copy of the same is hereto annexed and marked as "ANNEXURE V.

The OWNERS have obtained an Environmental Clearance Certificate No. EC /HDIL-2009/92/CR.128/TC.1 Dated 17th July 2010 from the Environment Department, Government of Maharashtra Mumbai for development of the Lay-out Land in accordance with the applicable notifications; Copy of the said Environmental clearance certificate is hereto annexed and marked as "ANNEXURE VI"

The OWNERS have completed a scheme for development of the Lay-out Land and constructing thereon residential and commercial buildings known as [-----] hereinafter referred to as the Said Scheme;

AND WHEREAS the DEVELOPER has made an offer to the OWNERS to purchase F.S.I. of Building No. 7,



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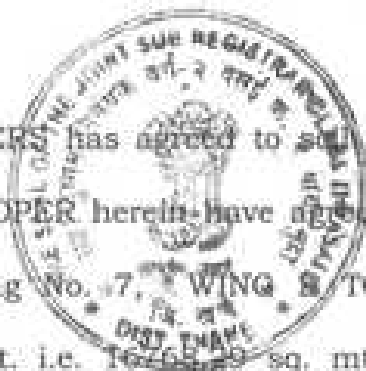


WING E TO G admeasuring 180493.87 sq. ft. i.e. 16768.29 sq. mtrs. or thereabouts built up area (including balcony, Staircase, lift area, lobby and ota area) as shown in Red Colour in the plan annexed herewith.

AND WHEREAS after due negotiations between the parties, the OWNERS have agreed to sell to the DEVELOPER the F.S.I. of Building No. 7, WING E TO G admeasuring 180493.87 sq. ft. i.e. 16768.29 sq. mtrs. or thereabouts built up area (including balcony, Staircase, lift area, lobby and ota area) shown on the plan hereto annexed and thereon shaded Red at a total Consideration of Rs. 10,10,76,568/- (Rupees Ten Crore Ten Lac Seventy Six Thousand Five Hundred Sixty Eight Only).

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The OWNERS has agreed to sell to the DEVELOPER and the DEVELOPER herein have agreed to purchased the F.S.I. of Building No. 7, WING E TO G admeasuring 180493.87 sq. ft. i.e. 16768.29 sq. mtrs. or thereabouts, built up area (including balcony, Staircase, lift area, lobby and ota area) shown on the plan hereto annexed and thereon shaded Red at a total Consideration of Rs. 10,10,76,568/- (Rupees Ten Crore Ten Lac Seventy Six Thousand Five Hundred Sixty Eight Only) which amount has to be paid by the DEVELOPER to the OWNERS in the



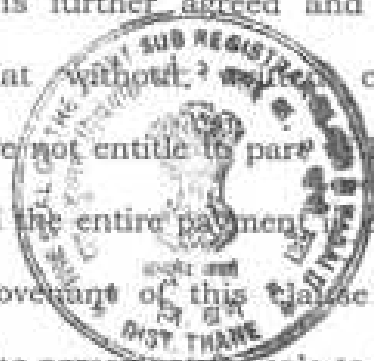
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manner hereinafter stated:

- a) Rs. 1,00,00,000/- (Rupees One Crore Only) on or before execution of these presents.
- b) Rs. 2,00,00,000/- (Rupees Two Crore Only) on or before 30th April 2011.
- c) Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lac Only) on or before 31st October 2011.
- d) Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lac Only) on or before 31st March 2012.
- e) Rs. 2,10,76,568/- (Rupees Two Crore Ten Lac Seventy Six Thousand Five Hundred Sixty Eight Only) on or before 31st July 2012.



2. It is agreed between the parties hereto that Time is essence of these agreement for payment of consideration amount and it is further agreed and confirmed by the DEVELOPER that ~~without~~ ^{with} ~~and~~ ^{and} consent from the OWNERS they are not entitle to part in the possession of the Flat/Shop till the entire payment is paid by them to the OWNERS and covenant of this nature shall be suitably incorporated in the agreement for sale to be executed by the DEVELOPER in favour of prospective Flat/Shop Purchasers. In case of any cheque/s return unclear or bounced then DEVELOPER is liable to pay interest at the rate of 24% p.a. from the due date till the realization of the cheque/s.



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3. Simultaneously the OWNERS shall also execute a



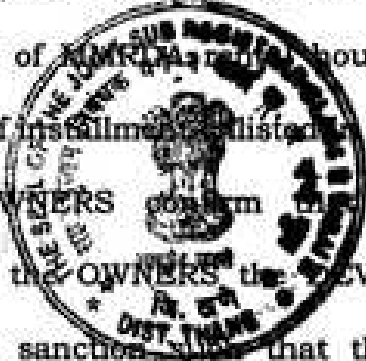
Power of Attorney for the limited purpose of development of the SAID LANDS in favour of the DEVELOPER or in favour of its nominees and DEVELOPER can register the same in the office of Sub-Registrar.

4. The OWNERS agrees that they shall :

a) make out a clear and marketable title to the said properties more particularly described in the Second Schedule hereunder written, free from encumbrances and reasonable doubt if any defect is found the same shall be cleared by the OWNERS at their own cost and expenses within ----- period;

b) The OWNERS if required at the request of the DEVELOPER shall get the First amendment plan/layout sanctioned from CIDCO /Municipal Corporation or any other relevant authority for consumption of Developers FSI free from and devoid of ~~any other~~ housing scheme on or before payment of installments listed in clause 1 c above.

c) The OWNERS confirm that with the written permission from the OWNERS the DEVELOPER, shall get amendment and sanction that the buildings to be constructed on the SAID LANDS shall consist of part ground and /or part stilt and 12/14 upper floors in the sanctioned Plan through the OWNERS Architect, from CIDCO and/or other relevant concerned authorities for consumption of the FSI from the SAID LANDS AND the cost of the same including the Development Charges, Premiums, and



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Deposits etc shall be born by the DEVELOPER except the First amendment which cost to be born by the OWNERS.

d) Shall get the SAID LANDS demarcated through their Architect at site.

c) Shall within 15 days of the execution of these presents handover to the DEVELOPER copies of the title deeds, muniments and writings related to the properties described in the Second Schedule hereunder written. The OWNERS shall make out and establish marketable title to the properties described in the Second Schedule and shall answer the requisitions so administered by the DEVELOPER and or his Advocates.

f) Shall fill up (with earth murum) the "SAID LANDS " average upto 5 feet from the existing Ground Level.

g) Shall reconstruct the existing Tar Road, known as Chikal - Dongare Road to 20 mtr. Wide Tar Road the width of which including the area under Strom water Drains/Rain Water Channel/Gutter/Streetlight Path/Pathways.

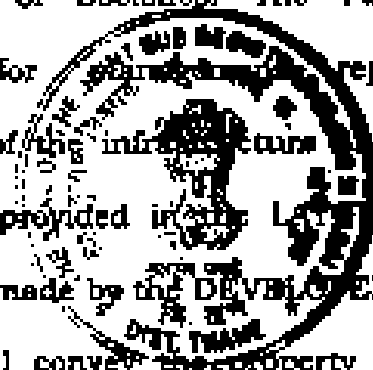
h) Shall construct 12 meter internal road, 20 mtr. D. P. Road, 30 meter D. P. Road and 40 meter D.P. , motarable WBM Road which includes the width of area under Strom water Drains/Rain Water Channel/Gutter/Streetlight Path/Pathways before payment of installment enlisted in clause 1b above.



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i) The OWNERS have already obtained the environmental clearance Certificate vide No.EC/HDIL-2009/92/CR.128/TC.1 Dated 17th July 2010 from the Environment Department, Government of Maharashtra Mumbai, which is annexed and marked as "ANNEXURE V";

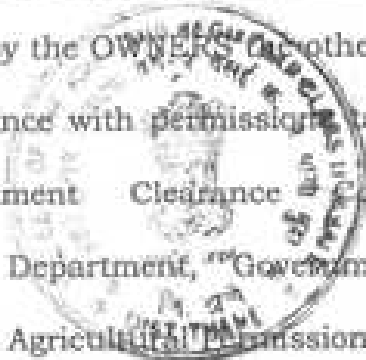
5. The DEVELOPER shall, form and/or register one or more organization including co-operative societies in respect of the buildings constructed on the SAID LANDS. AND It is contemplated by the OWNERS that after the development of the LAYOUT LAND a corporate body or a society shall be formed (the "The Federation of Societies") as may be decided by the OWNERS, the DEVELOPER along with the other DEVELOPER in the layout. The co-operative societies and other organizations formed in respect of various buildings in the Layout Land shall become members of said FEDERATION of Societies. The FEDERATION will be responsible for the repair, upkeep and maintenance of the infrastructures and common amenities and facilities provided in the LAYOUT LAND and upon request being made by the DEVELOPER to the OWNERS the OWNERS shall convey the property in favor of the said FEDERATION of Societies in respect of area of the said lands as may be demarcated by the DEVELOPER. All costs, charges and expenses of preparation and execution of Conveyance Deed in favour of FEDERATION including stamp duty and registration charges shall be borne and paid by the



DEVELOPER along with the other DEVELOPERS of the Layout Lands and/or concerned co-operative society and/or the purchasers of premises in the buildings to be constructed on the Said Layout Land.

6. The DEVELOPER shall subject to the full and final consideration to the OWNERS and on the terms and conditions and covenants herein be entitled to assign the benefit/burden of these presents and or its right title and interest wholly or partly on such terms and conditions as they may deem fit and the OWNERS shall recognize its assigns provided the obligation of DEVELOPER.

7. The OWNERS agrees with the DEVELOPER that OWNERS will at his own cost set up the Infrastructure namely D.P. Roads, storm water drains, streetlights in the LAYOUT LAND of Sector III, other than the infrastructure to be developed by the OWNERS or other Infrastructure i.e. to act in accordance with permissions taken by the OWNERS like Environment Clearance Certificate from the Environment Department, Government of Maharashtra Mumbai, Non- Agricultural Permissions from the Collector of Thane, Commencement Certificate from CIDCO and compliances required for obtaining Occupation Certificate or Building Completion Certificate ., which shall be required for the further development of the SAID LANDS will be carried out by the DEVELOPER, with the other DEVELOPER



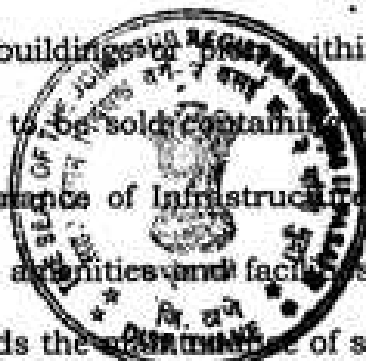
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of the LAYOUT LAND and the OWNERS will comply with the remaining conditions i.e. of the layout and the DEVELOPER will not have to suffer at any stage for non-compliance of the same, on the part of the OWNERS. However The DEVELOPER will not on its part breach any of the conditions of the layout which may affect the scheme or part of the Scheme at any time hereinafter. The DEVELOPER shall construct the buildings as per the amended sanctioned layout and permissions obtained from the CIDCO and/or other sanctioning authority. The DEVELOPER shall not carry out any unlawful activity on the SAID LANDS which is not permitted under the Law, and also confirm that while carrying out development work on the SAID LANDS shall not obstruct or cause hindrance to the Development work of the adjoining land of the said LAYOUT LAND.



8. The OWNERS shall procure agreements in writings from the other Builders/ DEVELOPER /Purchasers to whom any buildings or plots within the said layout are sold or agreed to be sold containing inter alia the provision for the maintenance of infrastructure including roads and other common amenities and facilities and for contribution by them towards the maintenance of such common facilities and amenities on a pro rate basis.



9. The DEVELOPER agrees with the OWNERS that the DEVELOPER is not entitled to apply with-out the written consent of the OWNERS for any change of the plans

/amendment to the CIDCO /planning authority or any government or local body in respect of the F.S.I. purchased by the DEVELOPER and the Buildings will be constructed as per the approved plan.

10. The OWNERS will demarcate the portions over which building will be constructed by the DEVELOPER in the SAID LANDS. The Architects of the OWNERS shall issue Certificate of such demarcation and the construction of the plinth as per such demarcation and such Certificate shall be considered to be final. No modifications whatsoever to be made hereafter without having obtained consent in writing of the OWNERS for the SAID LANDS under reference.

11. The DEVELOPER shall have the following irrevocable rights, powers and authorities which it will be entitled to exercise at its own costs at any time from the date of these presents in respect of the SAID LANDS :

- a) To sale or agree to sell all or any of the buildings or F.S.I. related thereto or flat and other premises therein to be constructed by the DEVELOPER pursuant to these presents on Ownership basis or package deal basis or such other basis as it may in its sole discretion deem fit including letting out on tenancy or lease basis and to receive all sales and other proceeds for its own use and benefit.

- b) To enter into any development, joint venture,



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partnership or construction agreement for the whole or any part on such terms and conditions as they may deem fit and to receive all sales and other proceeds for its own use and benefit only to the extent of the actual payment of F.S.I. made to the OWNERS in respect of F.S.I. agreed to be sold under these presents.

c) to appoint Contractors, Labour Contractors, Engineers, Surveyors, Selling Agents, Design Architects and other professionals and workmen who shall be entitled to enter upon the SAID LANDS where the site of construction of the said buildings is situate in connection with the work or construction of the said buildings thereon and for bringing in all building materials at any time by day and night or for giving possession of building flats and other premises in the said Buildings without any obstruction, hindrance, or any let or interference from any person or the OWNERS or his predecessor-in-title or OWNERS.



d) The DEVELOPER its Contractors, workmen, and agents shall have free and full right to use the roads and the internal accesses within the SAID LANDS day and night for the purposes of passing and repassing and laying any cable or pipes or wires or any other facility or services in connection with the

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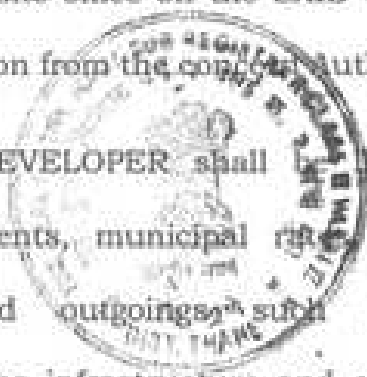
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use, enjoyment and occupation of the said buildings and the flats and premises therein and providing the amenities at its own costs unless it does affect adversely the other Builders or DEVELOPER as may be certified by the Architects in writing.

e) To put up appropriate sign boards on the SAID LANDS save and except the SAID LANDS with land appurtenant thereto and to publish advertisements and notices relating to the development schemes and the construction of building and or sale of building, flats and other premises in newspaper etc.

f) To construct temporary structures on the SAID LANDS for use as temporary residence of construction workers and storage of materials, or to setup a site office on the SAID LANDS with prior permission from the competent authority.

12. The DEVELOPER shall be liable to pay land revenue assessments, municipal rates taxes levies and assessments and outgoings such as repairs and maintenance of the infrastructure and common amenities, facilities and services (viz., electric bills for street lights, common water tank, electric pump, pump man's salary and wages, watch and ward staff salary and remuneration etc.) on a proportionate basis that is on the basis of the F.S.I.



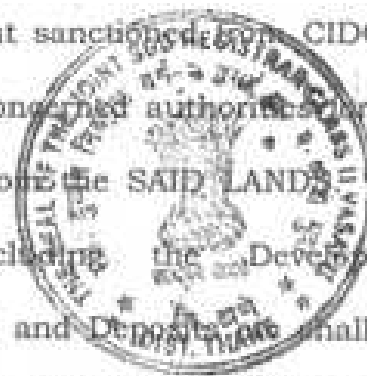
agreed to be purchased from the OWNERS and the said Buildings.

13. The OWNERS declare they have not received any notice of acquisition of immoveable properties and that none of the said properties have been reserved for a public purposes and no notice has been received under the Maharashtra Land Revenue Code/Bombay Tenancy and Agricultural Lands Act, Maharashtra Agricultural Land Ceiling Act or other applicable law complaining of breach or default.

14. The OWNERS covenants with the DEVELOPER as follows:

- a) If required by the DEVELOPER, the OWNERS shall co-operate with the DEVELOPER for any amendment in the sanctioned Plan for the SAID LANDS and the DEVELOPER shall get the said amendment sanctioned by CIDCO and/or other relevant concerned authorities for consumption of the FSI from the SAID LANDS. The cost of the same including the Development Charges, Premiums, and Deposits shall be born by the DEVELOPER except the First amendment which cost to be born by the OWNERS.

- b) The OWNERS shall, whenever revalidation or renewal of the lay-out or Commencement Certificate



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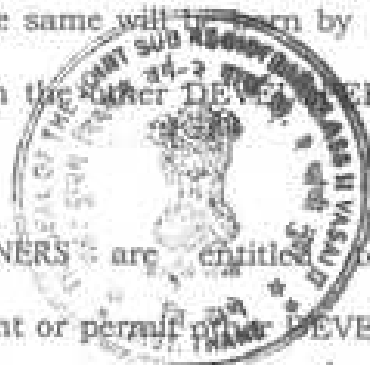
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or the Buildings plans or other permissions is necessary shall revalidate and renew the same at the cost of the DEVELOPER and other DEVELOPER within reasonable time so that the Development of the said Scheme is implemented successfully and expeditiously without stoppage of work or interruption.

c) The OWNERS , if required shall co-operate the DEVELOPER to co-ordinate with other DEVELOPERS of the Sector III for development of the other infrastructures in the Sector III required for obtaining Plinth Completion Certificate, and/or Occupation Certificate from CIDCO/and or any other sanctioning authority in respect of the buildings completed on the SAID LANDS and/or Building Completion Certificate upon completion of such buildings in the SAID LANDS, however the cost of the same will be borne by the DEVELOPER along with the other DEVELOPERS of the Sector III.

d) The OWNERS are entitled to propose any amendment or permit other DEVELOPERS to carry out any amendment in the layout plans; however such amendment or permissions will not dilute the FSI of the DEVELOPER or impose any restrictions in respect thereof. In future if any restrictions or



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onerous conditions are imposed in respect of the LAYOUT LAND by any concerned authority, the same shall be met from the remaining FSI of the LAYOUT LAND.

- c) The DEVELOPERS, perspective purchasers of Flats/shops in building to be developed by the DEVELOPER herein shall have access to the common infrastructure facilities in the layout.

15. It is agreed by the Parties hereto that any agreement that the OWNERS may enter into with any other DEVELOPERS in respect of the remaining FSI of the said Layout shall be subject to this Agreement and the said Agreement shall not in any manner prejudicially or adversely affect the rights of the DEVELOPERS under this Agreement.

16. The DEVELOPER covenants with the OWNERS that:-

- a) the DEVELOPER shall, at its own expense, carry and complete the construction of the buildings and consume and use the F.S.I. of Building No. 7, WING E TO G and shall construct 180493.87 sq. ft. i.e. 16768.29 sq. mtrs. or thereabouts built up area purchased by the DEVELOPER in accordance with the sanctioned plans and applicable rules, regulations and bye laws made by and in force, of



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CIDCO/ any other sanctioning authority /the local authority and the Public Body or any concerned authority.

b) The DEVELOPER shall construct the buildings as per the sanctioned layout and permissions obtained from the CIDCO and/or other sanctioning authority. The DEVELOPER shall not carry out any unlawful activity on the SAID LANDS which is not permitted under the Law, and also confirm that while carrying out development work on the SAID LANDS shall not obstruct or cause hindrance to the Development work of the adjoining land of the said LAYOUT LAND.

c) that the DEVELOPER shall co-operate with the OWNERS in all respects including the formation of the Federal Co-operative Housing Society, modification and alteration of the layout and building plans at the instance of CIDCO and other concerned authorities ^{as provided} except where the buildings or flats are already started or agreed to be sold.

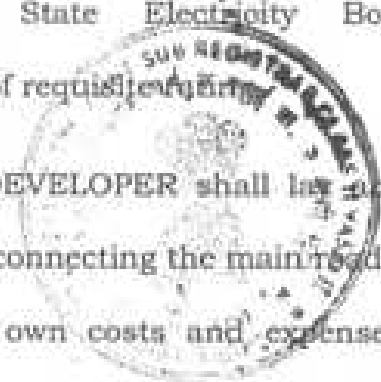
d) That the DEVELOPER shall allow the OWNERS and his Architects to enter into or upon the said buildings or premises which it may construct from time to time to take measurements and inspection of the buildings to ascertain the consumption and



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use of the F.S.I. so purchased by the DEVELOPER.

- e) That the DEVELOPER will carry out the construction of buildings as per the condition of the layout and building plans as required by the any CIDCO/planning authority/any sanctioning Authority.
- f) That the DEVELOPER shall make provision for and construct and build under-ground and overhead water tank and septic tanks, seepage pits for the building to be constructed by it as per the norms, rules and regulations of the CIDCO/planning authority/any sanctioning Authority and or the local authority or public body.
- g) That the DEVELOPER shall at its own costs and expenses apply for the electric supply for the buildings to be constructed by the DEVELOPER and for the water pump and also if advised by the Maharashtra State Electricity Board install transformers of requisite capacity.
- h) That the DEVELOPER shall lay and construct the pathways connecting the main roads and public streets at its own costs and expense after such roads and public streets are constructed lighted asphalted by the OWNERS in accordance with the norms, rules and regulations and bye-laws of the



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CIDCO and or the local authority or public body.

- i) That the DEVELOPER shall at its own costs and expense construct compound walls wherever it is necessary.
- j) That the DEVELOPER shall not have any right, title or interest on the additional FSI or Transferable Development Rights (TDR) in respect of amenities and facilities including any garden and recreation areas in the properties falling in the LAYOUT LAND which may become available and sanctioned hereafter by CIDCO/ and or any other sanctioning Authority on account of modification, alteration, amendment, any change in the norms, rules, regulations and bye-laws of the CIDCO or any other Sanctioning authority and such additional FSI will be the property and estate of the OWNERS along with the OWNERS shall have full free and absolute right to use said FSI as a floating FSI in any other buildings or buildings to be constructed by the OWNERS or at the sole discretion of the OWNERS. The OWNERS may sell, transfer or assign or in any other manner deal and dispose of the same or any part thereof to any third person or persons and the DEVELOPER shall not raise any objection therefore;
- k) That The DEVELOPER shall not use the F.S.I.



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sold or intended to be sold to it for any purpose other than the purpose for which the CIDCO/and or any sanctioning Authority has sanctioned it.

1) That the parties to these presents have entered into these presents on principal to principal basis and the OWNERS shall not be liable to or responsible for payment of wages, compliance of the provisions of Employees State Insurance Act, the payment of Wages Act, the Workmen's Compensation Act, the Sales Tax Act, Works Contract Act and any other statutes or enactments which may be applicable to the building construction activity and that DEVELOPER alone shall be responsible for same.



17. All expenses arising on account of any amendment/s after execution of this present including stamp duty and registration charges shall be borne and paid by the DEVELOPER alone.

18. Both the Parties shall appoint their own Advocates and bear and pay their own Advocates and Solicitors costs.



19. Notwithstanding anything stated to the contrary in these presents it is hereby agreed by and between the parties that the OWNERS shall remove at his own costs any objections or impediments legal or otherwise or any defect in

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title to the property or any part thereof or its possession or development so that the development scheme is not adversely affected in any way or there is no delay in the implementation of such scheme.

20. It is hereby agreed by and between the parties that:

a) The purchasers of buildings/flats/other premises from the DEVELOPER shall be entitled to borrow monies from his employer banks or financial institutions or private individuals firms or trusts against the security of such buildings/flats/ premises /other premises as the case may be without liability to the OWNERS or the OWNERS of the properties.

b) the DEVELOPER may likewise be entitled to borrow or raise loans or facilities (including the guarantee facilities against the security of those parts of the properties in respect of which FSI is agreed to be sold hereunder or buildings and other structures to be constructed thereon not exceeding the total actual amount paid by the DEVELOPER to the OWNERS till date of borrowing or availing of such facility by them provided no liability or obligation is imposed by the terms of such finance or loans or facilities on the OWNERS.



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21. The DEVELOPER shall subject to the terms and

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conditions and covenants herein be entitled to assign the benefit/burden of these presents and or its right title and interest wholly or partially for such consideration and on such terms and conditions as they may deem fit and the OWNERS shall be bound to recognize such assigns or nominees from the DEVELOPER.

22. Notwithstanding anything stated to the contrary in these presents it is hereby agreed by and between the parties that:

a) The OWNERS will perform and discharge the obligations herein incorporated including the setting up the Infrastructure namely D. P. Roads, storm water drains and Streetlights in respect of the LAYOUT LAND.

b) if required by the DEVELOPER shall get the plan amended and sanctioned such that the buildings to be constructed on the SAID LANDS shall consist of part ground and /or part with lift 3/14 upper floors.

c) The OWNERS confirm that they have already received the Environmental Clearance Certificate required to commence the scheme vide Certificate No. EC /HDIL-2009/92/CR.128/TC.1 Dated 17th July 2010 from the Environment Department, Government of Maharashtra Mumbai.

d) The DEVELOPERS confirm that they shall



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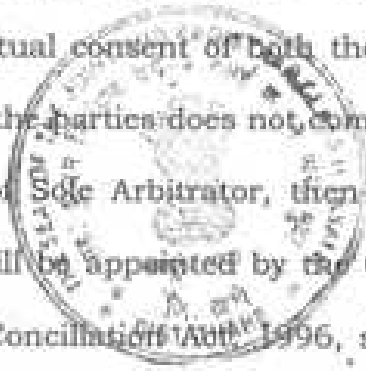
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construct the buildings as per the amended sanctioned layout and permissions obtained from the CIDCO and/or other sanctioning authority.

e) DEVELOPERS confirm that they shall not carry out any unlawful activity on the SAID LANDS which is not permitted under the Law, and also confirm that while carrying out development work on the SAID LANDS shall not obstruct or cause hindrance to the Development work of the adjoining land of the said LAYOUT LAND.



23. If any dispute or difference shall arise between the parties herein on any matter or provision contained in these presents such dispute or difference shall be referred to The Arbitration. The Parties herein shall be bound to submit all disputes and differences whatsoever arising out of or in connection with this present, to the Sole Arbitrator appointed by mutual consent of both the parties herein. In the event if both the parties does not come to the conclusion of appointment of Sole Arbitrator, then in such event the Sole Arbitrator will be appointed by the Court of Law. The Arbitration and Conciliation Act, 1996, shall in all matters govern the arbitration.



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a) The Arbitrator shall be person of professional repute, who is not directly or indirectly connected

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with any of the Parties to this Agreement. The Arbitrator shall have prior experience as Arbitrator.

b) The place of arbitration shall be Mumbai, India. The language to be used in the arbitration proceedings shall be English.

c) The award of the arbitration proceedings will be final and binding on both Parties to the Agreement.

24. Any notice to be addressed under this Agreement shall be addressed to the OWNERS, the DEVELOPER at the respective addresses as mentioned below. Such notice shall be in writing and shall be delivered either by hand delivery, registered post or courier service and shall be deemed to be delivered in case of service by hand delivery on the date on which the same has been delivered and acknowledged by the party on whom it is served and in the case of Courier Service /registered A.D shall be deemed to be delivered within 3/5 days of the date of posting the same.



OWNERS

M/S. HOUSING DEVELOPMENT AND INFRASTRUCTURE LIMITED Address : HDIL Towers, 9th Floor, Anant Kanekar Marg, Station Road, Bandra (E), Mumbai- 400051.

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DEVELOPER

M/s. M/S. VIKRAM BUILDWELL PVT. LTD Address :- 103/104, Jivan Villa, 111 Darya Ganj, New Delhi - 110002

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal to this Writing the day the month and the year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Survey No. 14[438] Hissa No. 1, 4, 31 and 32, Survey No. 46[491] Hissa No. -, Survey No. 49[153] Hissa No. 1, Survey No. 64[165] Hissa No. 1 to 10, Survey No. 65[168] Hissa No. 1, Survey No. 66[169] Hissa No. 1 to 24, Survey No. 68[171] Hissa No. 1, Survey No. 69[173] Hissa No. 1 to 6, Survey No. 70[174] Hissa No. 3 and 6, Survey No. 71[173] Hissa No. 1 to 4, Survey No. 72[167] Hissa No. 1 to 11, Survey No. 1 to 5, Survey No. 86[187] Hissa No. 1 to 6 and 9, Survey No. 87[186] Hissa No. 2 Total are admeasuring 138578.38 Sq. Mtrs.



THE SECOND SCHEDULE ABOVE REFERRED TO

Area Building No. WING E TO G admeasuring 18093.87 sq. ft. i.e. 16768.29 sq. mtrs. or thereabouts built up area (including balcony, Staircase, lift area, lobby and other area) to be consumed on the SAID LANDS admeasuring 23244 sq. mtrs or thereabout forming part of Sector III Village Dongare, Taluka Vasai, Dist. Thane. The SAID LANDS forms the part of LAYOUT LAND described in the First Schedule hereinabove and *inter alia* bears Survey Numbers and Hissa Numbers of Village Dongare, Taluka Vasai.



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S_NO	H.No.	Area in Sq.mtrs.	Area under Building out of Column C
A	B	C	
65(168)	1	2,200.00	289.40
66(169)	8	1,320.00	1,182.39
66(169)	9	200.00	169.83
66(169)	18	1,070.00	77.68
66(169)	19	830.00	830.00
66(169)	20	230.00	230.00
66(169)	21	200.00	157.83
66(169)	22/4	130.00	56.52
68(171)	1	6,437.38	1,645.90
72(167)	3/2	4,120.00	642.91
TOTAL		16737.38	5282.46



SIGNED, SEALED AND DELIVERED
 by the within named OWNER
 M/S. HOUSING DEVELOPMENT AND
 INFRASTRUCTURE LIMITED
 By the hands of its DIRECTOR
 SHRI. RAKESHKUMAR K. WADHAWAN
 in the presence of

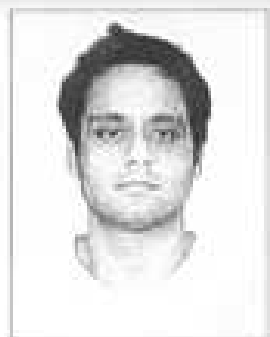


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R. R. Wadhawan

V. V. V.

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SIGNED, SEALED AND DELIVERED)

by the within named DEVELOPER)

M/S. M/S. VIKRAM BUILDWELL PVT. LTD,

By the hands of its Director

SHRI. VIKRAM DHARAMPAL TALWAR)

in the presence of)

For Vikram Buildwell Pvt. Ltd.
Vikram Talwar
Director



1. *Raoar*

2. RECEIPT

Received of and from the DEVELOPER, a sum of Rs .1,00,00,000/- [Rupees One Crore Only] being part payment as withinmentioned: -



Cheque No.	Date	Drawn on	Amount
RTGS from Oriental Bank of Commerce, Safadarjung Enclave - New Delhi	8 th October 10	Punjab & Mah. Co.Op. Bank Ltd. Sion (East) - Mumbai	Rs. 1,00,00,000

WE SAY RECEIVED

Rs. 1,00,00,000/-

For HOUSING DEVELOPMENT AND INFRASTRUCTURE

WITNESSES:



Rameshwar
LTD.,

DIRECTOR

1. *Raoar*

2.



30.00M.W.D.P.ROAD

40.00M.W.D.P.ROAD

2.00M.W.D.P.ROAD

20.00M.W.PROP.HALLA

20.00 D.P.ROAD



KEY PLAN

SECTOR III
BUILDING NO.7
WING- E,F & G



Ramesh

SECTOR III, LAYOUT PLAN

90X29/030