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16-11-2016  
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Pay **National Securities Depository Ltd.**

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₹ \*\*\*\*\*1,150.00

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A/c No.  
खाता क्र.

**013481400000783**

**YES BANK**

For **VISHWAROOP REALTORS PVT LTD**

*SR Aruya*

Authorised Signatories

Please sign above

⑈ 279139⑈ 400532017⑈ 004492⑈ 29

# VISHWAROOP REALTORS PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051

Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45201MH2014PTC258381

Date: November 16, 2016

To,  
**Mr. Sagar Dharankar,**  
**The Corporate Action Department.**  
National Securities Depository Limited,  
4<sup>th</sup> Floor, Trade World, Kamala Mill Compound,  
Senapati Bapat Marg, Lower Parel, Mumbai – 400 013.

**Sub.:- Submission of Documents for Corporate Action for 1490 Debentures of Rs.1, 00,000/- each**

Dear Sir,

We would like to inform you that the Company has allotted 4000 Debentures of Rs. 1,00,000/- each to 96 Debenture holders and from the same 1490 Debentures are to be credited to 29 Debenture Holders who have their Demat accounts with NSDL connectivity. For the same find enclosed with this letter the following:-

- a. Corporate Action Form
- b. Debenture Allotment Resolution dated October 14, 2016.
- c. Debenture Issue Resolution dated September 21, 2016
- d. Term Sheet issued by the company.
- e. Cheque for Rs. 1150 drawn in favour of NSDL

Kindly let us know if any other formalities are to be complied with.

For any of your queries / requirements please feel free to speak to either Mr. Mehul Parekh on 92232 31214 / 98925 61739 or mail him on [mehul@mehulparekh.com](mailto:mehul@mehulparekh.com).

Kindly acknowledge the receipt of the same.

Thanking You,

Yours faithfully,

For Vishwaroop Realtors Private Limited

  
**Quaiser Parvez**

**Authorised Signatory**



# VISHWAROOP REALTORS PRIVATE LIMITED

Regd. Office : ONE BKC, A-Wing 1401, Plot No. C-66, G Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051  
Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com  
CIN: U45201MH2014PTC258381

## CORPORATE ACTION INFORMATION FORM (For Debt instruments - Allotment)

Ref. No. : \_\_\_\_\_

Date: November 16, 2016

National Securities Depository Limited  
Trade World, A Wing  
Kamala Mills Compound, Lower Parel  
Mumbai – 400013

We wish to execute corporate action to **credit** the following securities to the accounts in NSDL. The details of the securities allotted are given below:

ISIN	INE587T07015
Security Description	SECURED, UNLISTED, UNRATED, REDEEMABLE, NON-CONVERTIBLE DEBENTURES. DATE OF MATURITY 14/10/2019
Allotment Date	October 14, 2016
Face Value per security	Rs. 1,00,000/-
Distinctive Numbers	-

<i>Allotment Details</i>	<i>No. of records</i>	<i>No. of Securities (Quantity)</i>
Electronic Form – NSDL	29	1490
Electronic Form – CDSL	40	1496
Physical Form	27	1014
<i>Total Allotted</i>	96	4000

I, Mr. Quaiser Parvez, Authorised Signatory, of VISHWAROOP REALTORS PRIVATE LIMITED declare that the issuer has obtained all the necessary approvals for the aforesaid issue of securities. The allotment is in terms of Board Resolution dated September 21, 2016 (*copy enclosed / copy already submitted to NSDL on vide letter dated \_\_\_\_\_*.)

For VISHWAROOP REALTORS PRIVATE LIMITED

Signature :

Authorised Signatory



### Notes:

1. Enclose a copy of the Board Resolution for allotment of the above securities.
2. Ensure that the above details reach NSDL atleast two days before execution of corporate action.
3. The form should be signed by the Company Secretary or Compliance Officer or Managing Director.
4. After submitting the Corporate Action Information Form and payment of fees to NSDL, you may advise your R & T Agent / Registry Division to execute the corporate action.

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CIN: U45201MH2014PTC258381

**CERTIFIED TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF DIRECTORS OF VISHWAROOP REALTORS PRIVATE LIMITED ("COMPANY") IN THEIR MEETING HELD ON OCTOBER 14, 2016 AT 11:00 A.M. AT THE REGISTERED OFFICE OF THE COMPANY AT ONE BKC, A WING 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400051**

The Chairman has informed the Board that, pursuant to the Board resolution passed at the meeting of the Board of Directors of the Company on September 21, 2016, the Company has requested certain identified investors to subscribe to 4000 (Four Thousand) secured, unrated, unlisted, redeemable non-convertible debentures in physical or dematerialised form, of face value of Rs. 1,00,000/- (Rupees One Lakh only) each, to be issued in one, aggregating to Rs.40,00,00,000/- (Rupees Forty Crore only) ("**Debentures**").

The persons enlisted in annexure "A" have submitted an application form for subscribing to the Debentures and the Company is now desirous of allotting the Debentures to the persons named in annexure "A" (hereinafter collectively referred to as the "**Investors**").

After the detailed discussion the following resolutions were passed in this regard:

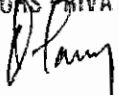
**"RESOLVED THAT** 4000 (Four Thousand) secured, unrated, unlisted, redeemable non-convertible debentures in demat form/ physical form of face value of Rs.1,00,000/- (Rupees One Lakh only) each, be allotted to the Investors as enlisted in annexure "A".

**RESOLVED FURTHER THAT** Mr. Sanjay Chhabria, Directors or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory, be and is hereby authorised to record the names of the aforementioned allottees in the register of debenture holders of the Company to be maintained by the Company, as the holders of the Debentures and Mr. Sanjay Chhabria, Directors or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory of the Company, be and are hereby severally authorized to enter the name of the said holders in the register of debenture holders of the Company.

**RESOLVED FURTHER THAT** Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory of the Company, be and are hereby severally authorized to do all other acts, deeds and things in connection with the issuance and allotment of the Debentures including without limitation the issue and delivery of letters of allotment, issuing debenture certificate(s), paying stamp duty on the debenture certificate(s), filing return of allotment with the Registrar of Companies and liaising with the National Securities Depository Limited and/or Central Depository Services Limited for credit of the Debentures in demat form (as may be applicable) and to do all other acts, deeds and things which may be necessary or expedient to implement any or all of the resolutions.

**RESOLVED FURTHER THAT** the 4000 (Four Thousand) Debentures issued and allotted to the investors as per annexure "A" be credited to the demat account of the allottees through corporate action with the National Securities Depository Limited and/or Central Depository Services Limited as per the terms of the transaction documents executed for issuance of Debentures.

For VISHWAROOP REALTORS PRIVATE LIMITED



Authorised Signatory



# VISHWAROOP REALTORS PRIVATE LIMITED

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Tel.: 022-2653 5700, Email: roc@radiusdevelopers.com, Website: www.radiusdevelopers.com

CIN: U45201MH2014PTC258381

**RESOLVED FURTHER THAT** Mr. Sanjay Chhabria or Mrs. Ritu Chhabria, Directors of the Company, be and are hereby severally authorized to affix the common seal of the Company (and sign as witness thereto) on any of the documents to be executed by the Company in relation to the allotment, including the debenture certificates to be issued, if required; and Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory, be hereby authorised to countersign any of the above documents.

**RESOLVED FURTHER THAT** the aforesaid resolutions shall come into force with immediate effect."

**Certified True Copy**

**For Vishwaroop Realtors Private Limited**

For VISHWAROOP REALTORS PRIVATE LIMITED

**Sanjay Chhabria - Director**

**DIN: 00390438**

Authorised Signatory



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## ANNEXURE "A"

Sr No	Name of the Allottee	No. of Debentures	Investment Amount
1	Pankaj Dahyabhai Naik	25	2,500,000.00
2	Sudhir Shantilal Shah	25	2,500,000.00
3	Prafullaben Nainesh Shroff	25	2,500,000.00
4	Pinki Gupta	65	6,500,000.00
5	Kantaa Advanii	25	2,500,000.00
6	Sushilkant Purshotamdas Shah	25	2,500,000.00
7	Dipak Rajnikant Shah	25	2,500,000.00
8	Tejas Jitendra Doshi HUF	25	2,500,000.00
9	Brij Mohan Kataria	50	5,000,000.00
10	S V Raja Vaidyanathan	30	3,000,000.00
11	Harinder Singh	26	2,600,000.00
12	Uday Nath	25	2,500,000.00
13	Vireet Investments Pvt Ltd	300	30,000,000.00
14	Shah Mukul Anubhai HUF	25	2,500,000.00
15	Rupa Nitinkumar Parekh	25	2,500,000.00
16	Devendra M Kothari	200	20,000,000.00
17	Rohini Bhupendra Dutia	25	2,500,000.00
18	Dotch Sales Pvt Ltd	100	10,000,000.00
19	Mrinalini Kochar	25	2,500,000.00
20	Geeta Prem Daswani	25	2,500,000.00
21	Abadaan Hosy Viccaji	25	2,500,000.00
22	Proton Drugs & Chemicals Pvt Ltd	50	5,000,000.00
23	Randhir Puran Behl	25	2,500,000.00
24	Prashant Gupta	25	2,500,000.00
25	Vijay Gupta	25	2,500,000.00
26	Apurva Goswamy	175	21,500,000.00
27	Shikha Gupta	25	2,500,000.00
28	C K Gupta - HUF	25	2,500,000.00
29	Asha Pinto	35	3,500,000.00
30	Narinder Pal Singh	50	5,000,000.00
31	Mahakhurshid Khushrooh Byramjee	100	10,000,000.00
32	Hilloo Jambusarwala	25	2,500,000.00
33	Ranjan Sarkar	25	2,500,000.00
34	Kasturi Sarkar	25	2,500,000.00
35	Prabir Kumar Kundu	25	2,500,000.00
36	Vimla Ashok Badlaney	25	2,500,000.00
37	Maruna Export Pvt. Ltd.	25	2,500,000.00
38	Sanjana Laha	25	2,500,000.00
39	Satish Chandra Raval	25	2,500,000.00
40	Saurabh Projects Pvt Ltd	25	2,500,000.00
41	Shalin Kiribhai Shah	31	3,100,000.00
42	Sigma Commodities Pvt Ltd	100	10,000,000.00
43	Pikale Healthcare Private Limited	25	2,500,000.00

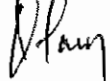
For VISHWAROOP REALTORS PRIVATE LIMITED

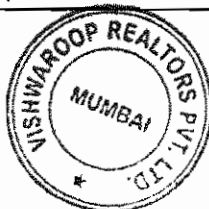
Authorised Signatory



44	Rita Mukherji	25	2,500,000.00
45	HRJ Global Pvt Ltd	25	2,500,000.00
46	Choudri Naveen Kumar	25	2,500,000.00
47	Pradeep G N	25	2,500,000.00
48	Shamini Amber Patel	28	2,800,000.00
49	Aarmity Elavia	25	2,500,000.00
50	Bakula Rajnikant Mandavia	50	5,000,000.00
51	Vandanaben Joshi	25	2,500,000.00
52	Mohan Kumar Gannavara	40	4,000,000.00
53	Ravi Sundaram	25	2,500,000.00
54	Shashi Singh	25	2,500,000.00
55	Swaraj Singh/ Amy Birender Kaur	50	5,000,000.00
56	Kishorbhai Fulabhai Amin	25	2,500,000.00
57	Shikha Jain	25	2,500,000.00
58	Renu Bali/Mahavir Singh Bali	25	2,500,000.00
59	Coimbatore S Vaidyanthan	50	5,000,000.00
60	Jayant Sood	75	7,500,000.00
61	Sunita Kapur	25	2,500,000.00
62	Jai Drinks	300	30,000,000.00
63	Manoj Chhabra	25	2,500,000.00
64	Vijay Laxmi Chhabra	25	2,500,000.00
65	Kurapati Dwarkanath Row	25	2,500,000.00
66	Rikin Kirit Shah HUF	50	5,000,000.00
67	Sunil Hurkat HUF	25	2,500,000.00
68	Rakesh N Jain	25	2,500,000.00
69	Robin Bhatt	25	2,500,000.00
70	Shishir Vasant Dalal	25	2,500,000.00
71	Mukesh Gupta	25	2,500,000.00
72	Vandana Mittal	25	2,500,000.00
73	Nainesh Pravinchandra Shroff	25	2,500,000.00
74	Mahesh Manubhai Shah	25	2,500,000.00
75	Deven Jayantilal Shingala Huf	25	2,500,000.00
76	Puneet Jetli	25	2,500,000.00
77	Arun Kumar Bhalla	25	2,500,000.00
78	Puthenpureckal Chacko Ipe	25	2,500,000.00
79	Jami Jambusarwala And Hilloo Jambusarwala	25	2,500,000.00
80	Brij Bala/Bhupinder Singh	50	5,000,000.00
81	Kumkum Singh	25	2,500,000.00
82	Neeraj Ghei	100	10,000,000.00
83	Harini Punja	25	2,500,000.00
84	Vandana Sanjeev Sheth	25	2,500,000.00
85	Pramod Jain	25	2,500,000.00
86	Shankey Kaila	25	2,500,000.00
87	Mrs.Yasmin Polly Patel	25	2,500,000.00
88	Shah Premilaben N	70	7,000,000.00

For VISHWAROOP REALTORS PRIVATE LIMITED

  
Authorised Signatory



89	Bhanumati Jayanand Nagjee	25	2,500,000.00
90	Kan Hassomal Lakhani	30	3,000,000.00
91	Jayshree Oza	25	2,500,000.00
92	Patel Surekhaben P	25	2,500,000.00
93	Achla Jain	25	2,500,000.00
94	Hemant Khemka	25	2,500,000.00
95	Rasika Reddy	30	3,000,000.00
96	Sandhya Kunjur	25	2,500,000.00
	<b>Total</b>		<b>400,000,000.00</b>

For VISHWAROOP REALTORS PRIVATE LIMITED



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A handwritten signature in black ink, appearing to be "Dr. P. S. Reddy".



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CIN: U45201MH2014PTC258381

**CERTIFIED TRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF VISHWAROOP REALTORS PRIVATE LIMITED ("COMPANY") THEIR MEETING HELD ON SEPTEMBER 21, 2016 AT 01:00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY AT ONE BKC, A WING 1401, PLOT NO. C-66, G BLOCK, BANDRA KURLA COMPLEX, BANDRA (EAST), MUMBAI - 400051**

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Private placement of upto 4000 (Four Thousand) secured, unrated, unlisted, redeemable non-convertible debenture(s) in dematerialised form, bearing a face value of Rs.1,00,000/- (Rupees One Lakh only) each, to be issued and allotted in one tranche, aggregating upto Rs. 40,00,00,000/- (Rupees Forty Crores only).

**The Chairman informed the Board that:**

In order for the Company to raise debt for the various purposes (as will be identified in the documents to be executed in relation to such debt), the Company is planning to make a private placement of upto 4000 (Four Thousand) Secured, unrated, unlisted, Redeemable Non-Convertible Debenture(s) in the physical form or dematerialised form of Rs. 1,00,000/- (Rupees One Lakh only) each, to be issued and allotted in one tranche, aggregating upto Rs.40,00,00,000/- (Rupees Forty Crores only) (the "**Debentures**") to such persons as permitted under applicable law and that the Company will have to appoint a debenture trustee and other relevant intermediaries and counsels for the issue of such Debentures.

The Debentures are proposed to be secured by way of:

1. A registered mortgage over certain identified flats ("**Identified Units**") of 'Avenue 54' spread over 65 (Sixty Five) acres, bearing CS No. H/401, H402, H/415, to H/438, located at Hasanabad Road, Santacruz (w), Village Bandra, Mumbai ("**Project**");
2. Creation of first and exclusive charge over the sales receivables/ balance receivables/ cash-flows from the sale of Identified Units and sales receivables/ balance receivables from Identified Units of the Project;
3. Creation of first and exclusive charge over the Debt Service Reserve Account (DSRA)
4. Post-dated cheques (supported with an undertaking letter) towards the Coupon payable on the Subscription Amount;
5. Post-dated cheques (supported with an undertaking letter) towards redemption of the Subscription Amount

For VISHWAROOP REALTORS PRIVATE LIMITED

Authorised Signatory



6. A personal guarantee of promoters of the Company including Mr. Sanjay Chhabria, as may be identified in the transaction documents;
7. A Demand Promissory Note; and
8. Such other security as mutually agreed by and between the Company, the investors of the Debentures and the trustee appointed in relation to the Debentures.

In connection with the issuance of the Debentures and the creation of security in connection therewith the relevant board resolutions have to be passed to authorise the relevant representatives of the Company to finalise and proceed with the issuance of Debentures.

Also, the appointment of SBICAP Trustee Company Limited to act as the debenture trustee for the issue of Debentures and holding Security on behalf of the Debenture Holders was proposed.

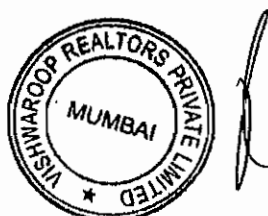
**The Board discussed the matter and thereafter passed the following resolutions:**

**“RESOLVED THAT** pursuant to the provisions of Memorandum of Association & Articles of Association of the Company, Section 179(3)(c) Companies Act, 2013 (the “Act”) and Rules made thereunder, if any (including any statutory modification or re-enactment thereof for the time being in force), and pursuant to the relevant clauses of the Articles of Association of the Company and pursuant to the approval of the shareholders of the Company in their extraordinary general meeting held on September 21, 2016, the Company be and is hereby authorised to issue upto 4000 (Four Thousand) Secured, unrated, unlisted, Redeemable Non-Convertible Debenture(s) in physical form or dematerialised form, of Rs.1,00,000/- (Rupees One Lakh only) each, to be issued and allotted in one tranche, aggregating upto Rs. 40,00,00,000/- (Rupees Forty Crores only) by way of private placement to such persons as identified by the Company in this regard.

**“RESOLVED THAT** the Company be and is hereby authorised to invite the persons as enlisted in annexure “A” attached herewith to subscribe to the Debentures.

**RESOLVED FURTHER THAT** Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory of the Company, be and are hereby jointly or severally authorized to do all other acts, deeds and things as may be required in connection with inviting the above named persons to subscribe to the Debentures, including but not limited to execution and ratification of the private placement offer letters and any other documents which the Company is required to execute under applicable laws.

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to appoint SBICAP Trustee Company Limited as the debenture trustee (the “**Debenture Trustee**”) for the issue of the Debentures.



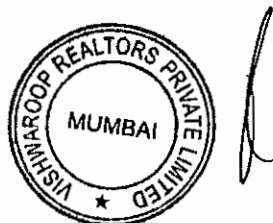
**RESOLVED FURTHER THAT** the Company be and is hereby authorised to execute or ratify the necessary or requisite agreement(s) with the National Securities Depository Limited (“NSDL”) and/ or the Central Depository Services (India) Limited (“CDSL”), as applicable, for the issue of the Debentures in the dematerialised form and Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory be and are hereby jointly/severally authorized to negotiate, finalise and execute or ratify the same.

**RESOLVED FURTHER THAT** the Company be and is hereby authorized to appoint Purva Shareregistry (India) Private Limited as Registrar & Share Transfer Agent for transfer and dematerialization of securities of the company with NSDL and/ or CDSL, as applicable and Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory, be and is hereby jointly/ severally authorized to negotiate, finalise and execute the necessary agreement for appointment of Registrar & Share Transfer Agent.

**RESOLVED FURTHER THAT** the Company be and is hereby authorised to create security in favour of the Debenture Trustee in relation to the issuance of the Debentures by way of a registered mortgage over the Identified Areas and hypothecation/ charge over the receivables from the Villas and any accounts, whether under escrow or otherwise, where such receivables are held and on such security of the Company, as may be detailed in the transaction documents for issue of the Debentures.

**RESOLVED FURTHER THAT** Mr. Sanjay Chhabria, Director or Mrs. Ritu Chhabria, Director or Mr. Ujjval Desai, Authorised Signatory or Mr. Quaiser Parvez, Authorised Signatory of the Company (“**Authorised Signatories**”), be and are hereby jointly/severally authorized to:

1. Approve and finalise the terms of engagement of SBICAP Trustee Company Limited as the debenture trustee for the issuance of the Debentures;
2. Execute all such documents as are necessary to appoint SBICAP Trustee Company Limited as the debenture trustee for the issuance of the Debentures;
3. To determine and finalise the terms of issuance of the Debentures as well as determine the number of series in which the Debentures are to be issued by the Company;
4. To determine ranking of charges being created as security for the Debentures, in consultation with the holders of the Debentures;
5. To file necessary eforms in accordance with the Act and rules framed thereunder with the Registrar of Companies in connection with the issue of Debentures;
6. Prepare, finalise and execute all such documents as may be necessary for the issuance of the Debentures as well as the creation of the security in relation thereto and engage such legal counsels in relation thereto as they may deem fit, which documents shall include but



not be limited to the Debenture Trustee agreement, the debenture trust deed, deeds of hypothecation, escrow agreements, memoranda of entry, appropriate declarations, personal and corporate guarantees, and powers of attorney.

**RESOLVED FURTHER THAT** the Authorised Signatories of the Company, be and are hereby jointly/ severally authorized to negotiate, finalise and execute or ratify amendments to such executed documents and other documents as and when they become necessary and to sign letters of undertaking, declarations, agreements and other papers which may be required in this regard.

**RESOLVED FURTHER THAT** the Authorised Signatories of the Company, be and are hereby jointly/severally authorized to do all such acts, deeds, things and execute or ratify all such documents whatsoever as may be required in connection with the issue of the Debentures including without limitation the opening of bank accounts, opening of demat accounts, appointment of legal counsel, the Registrar to the issue and other advisors as may be required and making payment of their fees.

**RESOLVED FURTHER THAT** the Authorised Signatories of the Company, be and are hereby jointly/severally authorized to do all such acts, deeds and things as are necessary for registering any of the documents, being executed by the Company, with the relevant sub-registrar of assurances or any other authority, for the purposes of registering of mortgage/ charge being created thereunder.

**RESOLVED FURTHER THAT** the Common Seal of the Company be affixed to such documents, deeds, evidences, writings and undertakings and/or other related papers executed in furtherance of the aforesaid resolutions as per the applicable provisions of the Act, wherever necessary and if applicable in the presence of the any one Director of the Company who shall sign the same in token thereof.

**RESOLVED FURTHER THAT** the aforesaid resolutions shall come into effect immediately and a copy of the foregoing resolutions certified to be a true copy by any of the Directors of the Company be furnished to such parties concerned with respect to the issue of the Debentures."

**Certified True Copy**


**For Vishwaroop Realtors Private Limited**

**Sanjay Chhabria - Director**  
**DIN: 00390438**



For VISHWAROOP REALTORS PRIVATE LIMITED



  
Authorised Signatory



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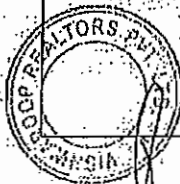
CIN: U45201MH2014PTC258381

## Non-binding Indicative Term Sheet

This document ("Term Sheet") is the summary representation of the draft terms of a proposed Non-Convertible Debentures Issued by the "Issuer" (defined below) and subscribed by the "Investors" (defined below).

This Term Sheet is for discussion purposes only and is non-binding except for sections under headings "Costs and Expenses" and "Exclusivity" and the terms stated herein are indicative and not exhaustive. There is no binding obligation on the part of any negotiating party until the Transaction Documents (defined below) have been signed by all parties. The transactions contemplated by this Term Sheet are subject to the satisfactory completion of due diligence and approval by the Investors/Arranger and the Issuer and execution of the Transaction Documents.

<b>Issuer/ Company</b>	Vishwaroop Realtors Private Limited						
<b>Issue</b>	Unrated, Unlisted, Secured, Redeemable and Non-Convertible Debentures (NCDs) Issue of Upto Rs. 30 Crores by way of Private Placement. The proposed fund raise will be done in September 2016.						
<b>Investors</b>	Such investors as may be identified by the Arranger						
<b>Arranger</b>	Centrum Wealth Management Limited						
<b>Law Firm</b>	DSK Legal						
<b>Debenture Trustee</b>	IDBI Trustee/Axis Trustee /SBI Cap Trustee						
<b>Promoters</b>	Mr. Sanjay Chhabria						
<b>Project Company</b>	Vishwaroop Realtors Private Limited (VRPL) / Sumer Buldcorp Pvt. Ltd. (SBPL) / Sumer Radius Realtors Private Limited (SRRPL)- JV entity between Radius & Sumer)						
<b>Project / Receivables from Identified Units</b>	<p>'Avenue 54' is a premium residential development project spread over ~6.45 acres, bearing CS no.s H/401, H/402, H/415 to H/438 located at Hasanabad Road, Santacruz (W), Village Bandra, Mumbai, Suburban district, Mumbai</p> <p>The project land was originally transferred by Bombay Catholic Co-operative Society to Sumer Associates (now M/s. Sumer Buldcorp Pvt. Ltd.) through conveyance deed dated 7<sup>th</sup> Dec'09, M/s. Sumer Buldcorp Pvt. Ltd. then transferred 50% ownership of the undivided land to VRPL through conveyance deed dated 4<sup>th</sup> Dec'15. Thus presently 50% undivided share of land is owned by VRPL &amp; 50% by Sumer Buldcorp Pvt. Ltd.</p> <p>The project has a total permissible FSI area of 15,17,020 sq.ft. divided as:</p> <table border="1"> <thead> <tr> <th>Particulars</th><th>Projected FSI</th><th>Projected Saleable</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Particulars	Projected FSI	Projected Saleable			
Particulars	Projected FSI	Projected Saleable					

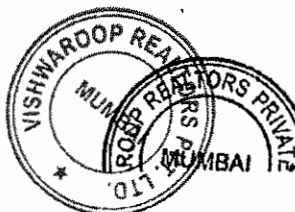


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For VISHWAROOP REALTORS PRIVATE LIMITED

*[Signature]*  
Authorized Signatory



*[Signature]*

# VISHWAROOP REALTORS PRIVATE LIMITED

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	Area to club	26,000	-
	Area to VRPL	1,50,000	1,50,000
	Area to Sumer Buildcorp	1,50,000	1,50,000
	Area to JV entity between Sumer & Radius	11,91,020	11,91,020
	<b>Total</b>	<b>15,17,020</b>	<b>14,91,020</b>
	<p>Yes Bank has an exclusive charge over the respective conveyance rights of SBPL and VRPL along with escrow over receivables of SBPL, VRPL and SRRPL for a total loan sanctioned of Rs. 1,231 crores for the Project</p> <p>Out of the total area mortgaged to Yes Bank, VRPL will release identified units having a saleable area of at least 10,000 sq.ft. (Equivalent to a carpet area of 8,929 sq. ft.) , to be provided as security in favour of the debenture trustee for this issue. ("Identified Units")</p> <p>VRPL's proposed share of receivables from the sale of flats with a saleable area of at least 10,000 sq. ft. at per sq. ft. rate of Rs: 60,000 is estimated to be at least Rs. 60 Crores.</p>		
End-use of Subscription Amount	General & Corporate Purpose		
Tenure of the NCDs	36 months from the date of disbursement of the Subscription Amount with mandatorily redemption in four equal tranches - at the end of 27 <sup>th</sup> /30 <sup>th</sup> / 33 <sup>rd</sup> / 36 <sup>th</sup> month		
Prepayment	The issuer can prepay the debentures from proceeds of sale of flats anytime during the tenure of the NCDs. Prepayment from any other source, upto 12 month from the date of receipt by VRPL, will attract a prepayment penalty of 1%p.a. on the outstanding amount. Thereafter, prepayment from any source, will not attract any penalty		
Coupon	<p>16.01% per annum payable quarterly, at the end of each quarter, from the date of allotment of the NCDs.</p> <p>Pre-Allotment Coupon - A pre-allotment coupon of 17.00% shall accrue and be payable on the Subscription Amount, from the date of credit of the Subscription Amount in the Subscription Escrow Account (defined below) to the date of allotment of the NCDs to maintain the Investor IRR of 17.00%. Such Pre-Allotment Coupon shall be paid along with the Coupon, payable for the first quarter, post allotment of the NCDs.</p>		
Debt Service Reserve Account (DSRA)	<p>The Company shall maintain a DSRA equivalent to the Coupon payable for a quarter on the Subscription Amount. The DSRA shall be maintained by the Company during the Tenure of the NCDs.</p> <p>On the date of crediting the Subscription Escrow Account with the</p>		



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	Subscription Amount, an amount equivalent to the Coupon payable for a quarter on the Subscription Amount, shall be transferred by the Investors directly to the DRSA.
<b>Security for NCDs</b>	<p>The NCD's shall be secured by the following:</p> <ol style="list-style-type: none"> <li>1. First and exclusive charge in the form of a registered English mortgage over the Identified Units</li> <li>2. First and exclusive charge over the sales receivables/ balance receivables/ cash-flows from the sale of Identified Units;</li> <li>3. First and exclusive charge over the Debt Service Reserve Account (DSRA);</li> <li>4. Post-dated cheques (supported with an undertaking letter) towards the Coupon payable on the Subscription Amount;</li> <li>5. Post-dated cheques (supported with an undertaking letter) towards redemption of the Subscription Amount;</li> <li>6. Personal Guarantee of Promoter Mr. Sanjay Chhabria ;</li> <li>7. Demand Promissory Note;</li> </ol>
<b>Security Top Up and Security Release</b>	In case, the value of the security value falls below the security cover of 2x of the loan amount or any such ratio as agreed in the transaction document during the tenure of the NCD, additional security will be provided. In case of any prepayment by the company, the security will be released proportionately in accordance to the security cover of 2x of the loan amount or any such ratio as agreed in the transaction document.
<b>Approvals</b>	<ul style="list-style-type: none"> <li>• LOI, IOA and Plinth CC for PTC building -- Received</li> <li>• Plinth CC for Sale Building -- Received</li> <li>• Civil Aviation NOC -- Received</li> <li>• Tree NOC -- Received</li> <li>• MoEF -- Received</li> <li>• EETC Noc -- Received</li> </ul>
<b>Default Coupon</b>	<p>The following events shall be construed as a Financial Default:</p> <ul style="list-style-type: none"> <li>• Delay in servicing of Coupon</li> <li>• Delay in repayment of Subscription Amount</li> <li>• Default in creation of Security</li> </ul> <p>In the event of any such financial default committed by the Company and/or the Promoters under the terms of the Transaction Documents, a Default Coupon of 1% (One Per Cent) per month compounded annually, on the amount due which shall include the outstanding Subscription Amount and payment default, shall be payable from the date of default till the date of payment or rectification of security (as the case maybe).</p>



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# VISHWAROOP REALTORS PRIVATE LIMITED

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	<p>The Default Coupon shall be paid in addition to the Coupon. Once the pending payment is made or the default rectified, default coupon shall not be applicable</p>
<b>Escrow Accounts</b>	<p><b>Project Escrow Account</b></p> <p>1. All Receivables from Identified units shall be deposited in an escrow account ("Project Escrow Account") to be opened by the Company;</p> <p>Provided however, that the obligations of the Company to pay the Coupon shall be independent of the availability of Receivables from Identified Units and the Company shall be liable to pay the Coupon even in the event no Receivables from Identified Units are available in the Project Escrow Account.</p> <p>2. All Receivables from sale of Identified Units will be used towards prepayment / repayment of NCDs. In case of any Prepayment, the face value of each Debenture will be reduced proportionately. Further, in case of any prepayment, equivalent interest amount shall be released from the DSRA and paid to the Issuer.</p> <p><b>Subscription Escrow Account</b></p> <p>The Investors shall credit the Subscription Escrow Account with the Subscription Amount. From the Subscription Escrow Account, an amount equivalent to DSRA will be deducted. Thereafter, arranger's fees, fees for engaging lawyers, security trustee, registrars, Independent valuer's fees, etc. shall be deducted. The remaining amounts shall be transferred to a designated account of the Company.</p> <p><b>Project Escrow Account</b></p> <p>Any cash flows from sale of Identified sales receivables/ balance receivables/ cash-flows from the sale of Identified Units</p>
<b>Transaction Documents</b>	<p>The Transaction Documents shall include the following:</p> <ol style="list-style-type: none"><li>1. Private Placement Offer Letter(s)</li><li>2. Application Form;</li><li>3. Debenture Trustee Agreement;</li><li>4. Debenture Trust Deed-cum-Deed of Mortgage;</li><li>5. Escrow Agreement;</li></ol>



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# VISHWAROOP REALTORS PRIVATE LIMITED

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	<p>6. Personal Guarantee of Mr. Sanjay Chhabra;</p> <p>7. Any other documents as may be considered necessary by the Debenture Trustee</p> <p>8. Such other documents as may be mutually agreed between the investors and the Company.</p>
<b>Arranger Fees</b>	<p>An arranger's fee of 3% (Three Percent) of the Subscription Amount plus applicable taxes including service tax shall be paid towards the services of product structuring and fund raising. This fees shall be payable upfront and will be debited and paid to the Arranger from the Subscription Escrow Account.</p> <p>All out-of-pocket expenses which shall include travelling, accommodation and such other related expenses, reasonably and properly incurred by the Arranger in connection with Issue and allotment of the NCDs. These expenses will be informed to the Issuer and post approval from the Issuer, the amount will be debited and paid to the Arranger from the Subscription Escrow Account.</p>
<b>Conditions Precedent to disbursement of Subscription Amount</b>	<p>The Conditions Precedent to disbursement of the Subscription Amount shall include the following:</p> <ul style="list-style-type: none"> <li>• Satisfactory title due diligence</li> <li>• Execution and delivery of Transaction Documents in form and substance satisfactory to the Arranger/debenture trustee to be appointed for the Issue of the NCDs;</li> <li>• Creation and perfection of Security for NCDs</li> <li>• Corporate actions necessary for the borrowing having been taken by the Company;</li> <li>• Specimen signatures of the authorized signatories of the Company for Issue of NCDs to be provided;</li> <li>• A certificate from statutory auditor of the Company confirming that Issuance and allotment of the NCDs would not cause any borrowing, or security creation limit binding on Company to be exceeded;</li> <li>• Latest audited financial statements relating to the Company haven been provided;</li> <li>• All governmental and/or regulatory approvals and other third party consents, including NOCs (If any) from existing lenders necessary in connection with the transaction contemplated hereby shall have been obtained and shall be in full force and effect;</li> <li>• Confirmation that all representations and warranties are true on and as of the date of the allotment and issuance of the NCDs;</li> <li>• Confirmation that no event of default or potential event of default has occurred and is continuing, or would result from such advances, save and except as already disclosed;</li> <li>• Such other Conditions Precedent as may be required by the Arranger</li> </ul>



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*Arpita*

# VISHWAROOP REALTORS PRIVATE LIMITED

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Tel.: 022-2653 5700, Email: [rac@radiusdevelopers.com](mailto:rac@radiusdevelopers.com), Website: [www.radiusdevelopers.com](http://www.radiusdevelopers.com)

CIN: U45201MH2014PTC258381

	in the Transaction Documents.
Conditions Subsequent	Other than any statutory mandatory requirements, the Conditions Subsequent shall be as may be decided by and between the Parties in the Transaction Documents.
Cost and Expenses	All fees and costs associated with the Transaction, arranging the subscription, engagement of lawyers, trustees, registrar, IPC (valuation), etc. to be borne by the Company on actuals.
Exclusivity	From the date of this Term Sheet upto 7 (Seven) days, the Company/ Promoters will not approach or participate in any manner in any discussions or negotiations, either directly or indirectly, with any other person(s) similar to or relating to the Transaction (whether by way of loan, bond, securities or otherwise).
Termination	The Term Sheet shall automatically terminate upon (i) the signing of the Transaction Documents or (ii) mutual termination of this Term Sheet or (iii) the expiry of 7 (Seven) days from the date of execution of this Term Sheet.

*This Term Sheet is subject to due diligence, completion of comprehensive legal, financial, technical and other due diligence to the satisfaction of the Arranger. The Company shall make available all necessary and material information and extend full cooperation to lawyers and other advisors of the Arranger for undertaking the due diligence.*

*Your signature on the acknowledgement of this signifies your acceptance for the terms and the proposal as set out in this Term Sheet.*

For and on behalf of Vishwaroop Realtors Private Limited

For and on behalf of Centrum Wealth Management Limited

Name: Mr. Sanjay Chhabria  
Designation: Director  
Date: 16<sup>th</sup> September 2016  
Place: Mumbai

Name: Ms. Arpita Vinay  
Designation: Director  
Date: 16<sup>th</sup> September 2016  
Place: Mumbai

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For VISHWAROOP REALTORS PRIVATE LIMITED

Authorised Signatory

