

carpet area mentioned herein is upto 3 (three) per cent less than the carpet area mentioned herein

(13) he / she / it / they is / are aware that the Developer has agreed to grant to him / her / them / their guests the use of the Said Car Parking Space and that such similar rights are given / shall be given to other flat purchaser/s in the Said Building (including purchaser/s shall be entitled to exclusive usage rights of their respective Building spaces and the car parking spaces for himself / herself / guests); which grant of rights shall be binding on him / her / them and/or his / her / their assigns / nominees.

The Developer considers the accuracy of the representations and warranties to be an integral part of this Agreement and has executed this Agreement in reliance of the same. If any of the above representations or warranties are found to be false in any respect, the same shall be treated by the Developer as an Event of Default as mentioned hereinafter and shall be dealt with as specified in the said clause relating thereto.

64) The Purchaser/s shall indemnify and keep indemnified, saved, defended and harmless the Developer against any or all demands, notices, claims, actions, proceedings and liabilities, expenses, costs or other liabilities incurred or suffered by the Developer from or due to breach by the Purchaser/s of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Purchaser/s complying/performing his/her/their obligations under this Agreement.

65) Interpretation
In this Agreement where the context admits:



(a) any reference to any statute or statutory provision shall include:

(i) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and

(ii) such provision as from time to time amended, modified, re-enacted, consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability entered into under this Agreement can arise) shall include any past statutory provision thereunder may exist, amended, modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.

(b) any reference to the singular shall include the plural and vice-versa;

(c) any references to the masculine, the feminine and the neuter shall include each other;

(d) any references to a "company" shall include a body corporate;

(e) the word "Business Day" would be construed as a day which is not a Sunday, public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either in Mumbai, or any place where any act under this Agreement is to be performed;

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(f) the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to the Agreement shall include any schedules to it. Any references to clauses, sections or paragraphs are to clauses, sections of and schedules to this Agreement. Any reference to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

(g) references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

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- (h) the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;
- (i) each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (j) in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;
- (k) the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- (l) references to a person (or to a word importing a person) shall be construed to include:
 - (i) an individual, firm, partnership, trust, joint venture, body corporate, unincorporated body, association, government, or state or any agency of a government, municipal authority or other governmental body or case having separate legal Personality/ separate legal status;
 - (ii) that person's successors in title and assigns or transferees in accordance with the terms of this Agreement; and
 - (iii) references to a person's representatives shall be to its officers, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;
- (m) where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.



- 66) All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s by: R. P. A.D. / Under Certificate of Posting / Courier or by hand delivery or by Fax. E-mail to the address / phone number / email id (as the case may be) of the Purchaser/s heretofore mentioned / provided by the Purchaser/s from time to time.
- 67) A notice shall be deemed to have been served as follows:
 - (a) if personally delivered, at the time of delivery;
 - (b) if sent by courier, R.P.A.D. or by Fax, E-mail at the time of delivery.
- 68) The Purchaser/s shall abide by the House Rules / Fit-Out Rules framed by the Developer from time to time, for smooth and efficient maintenance and management of the said Property and the Said Tower and/or the security thereof or of the aesthetics and ambience of the ~~Said Tower~~ Property from any misuse and damage; it being clearly agreed that in the event the Purchaser/s violates the House Rules / Fit-Out Rules, the Purchaser/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Purchaser/s himself or by his employees or agents.

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69) For the purposes of this transaction, the details of the respective Permanent Account Numbers of the Developer and the Purchaser/s is/are as more particularly mentioned in the Fifth Schedule hereunder written.

34 Madhu Suse Bansal

[Signature]

76) The Purchaser/ Developer has used the registration number provided in stamp duty registration form and in the application for registration of the said property and consent on all documents for sale, mortgage and other legal transactions, and under a Sale Agreement, Sale Deed, Exchange, etc. and has not applied for cancellation of this Agreement. Any consequence of failure to register this Agreement within the time required shall be on the Purchaser's account.

77) The Purchaser/ Developer has not done any of the things that have gone through this Agreement and all the documents related to the Said Property, the Said Premises, and Said Car Parking, Space, and building documents set out in recital I to this Agreement and has, expressly understood the contents, terms and conditions of the same and the Purchaser's after being fully satisfied has entered into this Agreement and has neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral.

78) This Agreement constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied written or oral, whether made by the Developer, any agent, employee or representative of the Developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, walk through etc. provided to the Purchaser/s or made available for the Purchaser/s' viewing. This Agreement shall form the only binding agreement between the parties hereto subject to the terms and conditions contained herein and this Agreement fully, supersedes and replaces any previous agreements concerning the Said Premises and said Car Parking Space whether the same be in any form or in any medium.

79) The Buyer/s and the Purchaser/s hereby agree that if any of the clauses contained herein is illegal or inoperative for any reason whatsoever, then this Agreement shall not become void or inoperative and it shall be deemed to remain valid, subsisting and binding on the Developers and the Purchaser/s for the remaining clauses and their respective rights and obligations shall continue as if the Agreement did not contain such clause which is illegal or invalid.

80) The Developers and the Purchaser/s shall, as required under the provisions of MOP Act and the Registration Act, 1908, immediately after the execution of this Agreement but in any event, not later than 4 (four) months from the date hereof, at the Purchaser/s' own costs and expenses, present and lodge this Agreement for registration with the Sub-Registrar/ Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. If the Purchaser/s fails or neglects to present and lodge this Agreement for registration and admit execution thereof for any reason whatsoever within the prescribed time, the Developers will not be liable or responsible for the non-registration of this Agreement and all the consequences arising therefrom, nor shall the Developers be liable to pay any penalty for their late attendance to complete the registration formalities.

75) All disputes, differences and/or claims arising under or in respect of this Agreement shall be resolved through mutual discussions. However in the event the discussions do not result in the amicable resolution of disputes, then such disputes, differences and/or claims shall be referred to arbitration of a sole arbitrator, (who shall be a lawyer of repute of the Bombay High Court and or retired Judge of the Bombay High Court and/ or Supreme Court of India) appointed solely by the Developer and the decision/award of such arbitrator shall be final and binding on the parties hereto. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereo. The arbitration proceedings shall be in English language and shall be held only in Mumbai. The cost of the Arbitration proceedings shall be borne by the Developer and the Purchaser/s in equal proportion. Notwithstanding the existence of any dispute or difference between the parties which is referred for resolution or, as the case may be, arbitration, the Purchaser/s shall, during the pendency of the process of resolution or, as the case may be, arbitration, continue to make the payments of the Sale Price and all amounts due under this Agreement.



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THE PARTIES HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HAND AND SEAL TO THESE

THE FIRST SCHEDULE ABOVE REFERRED TO
PART A

(Being description of the Larger Land)

and parcels of land situate off the Western Express Highway, Goregaon, Mumbai, and parcels of villages of Dinkeshi and Pahadi, Taluka Borivali, Mumbai Suburban District, CTS No. 590/A/A/1 to 4 admeasuring 1,42,32.00 square meters approximately, lying, being and situate at Village Borivali, Goregaon East Taluka Borivali, District Mumbai Suburban and all those pieces and parcels of land bearing C.T.S. Nos. 590/A/A/1 & 2, admeasuring 68,344.40 square meters, lying, being and situate at Village Pahadi, Goregaon East Taluka Borivali, District Mumbai Suburban, admeasuring 26,259 square meters, lying, being and situate at Village Borivali, District Mumbai Suburban, admeasuring approximately 26,259 square meters shown in thick black boundary lines on the plan annexed hereto as Annexure 1 and bounded as follows, that is to say:

- by Padmarani Co-operative Housing Society
- limited:
- by 18.30 meters wide Existing D. P. Road;
- by 18.30 meters wide Existing D. P. Road;
- by 18.30 meters wide Existing D. P. Road

PART B

(Being description of the Esquire Property)

of the land containing by admeasurment 25,700 square meters or thereabouts having part of bearing CTS No. 590/A/A/1 (part) of Village Pahadi Goregaon East, Taluka Borivali, District Mumbai Suburban and being part of land bearing CTS No. 95/4/B/4 (part) of Village Dinkeshi, Taluka Borivali, District Mumbai Suburban, admeasuring approximately 559 square meters both lying, being and situate at Village Borivali, District Mumbai Suburban, admeasuring approximately 26,259 square meters shown in thick black boundary lines on the plan annexed hereto as Annexure 1 and bounded as follows, that is to say:

- by part of land bearing CTS No. 590/A/A/1;
- by Mohan Gokhale Road;
- by D.P. Road; and
- by part of land bearing C.T.S. No. 590/A/A/1
- & part of land bearing C.T.S. No.95/4/B/4

THE SECOND SCHEDULE ABOVE REFERRED TO

(Being description of the Said Property)

of the land containing by admeasurment 1727.22 square meters or thereabouts being part of bearing CTS No.590/A/A/1 (part) of Village Pahadi, Goregaon East, Taluka Borivali, Mumbai District and shown in red boundary lines on the plan annexed hereto as Annexure 1 and bounded on all sides by the balance area of Esquire Property:

THE THIRD SCHEDULE ABOVE REFERRED TO

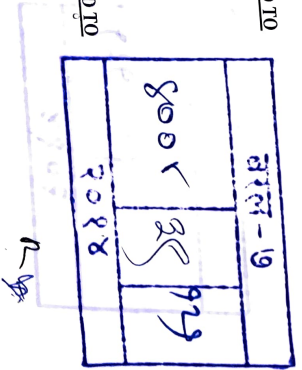
(Being description of the common areas)

- Staircase and staircase landings
- Corridors
- Main entrance Lobby
- Lift, Lobby and Landings

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Being description of the Amenities)

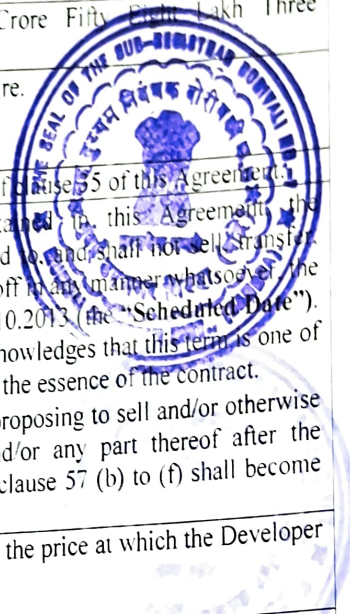
- Concealed plumbing
- Common TV antenna and intercom system
- Marble flooring in living, dining, kitchen and bed rooms.
- Ceramic tiles in bathrooms and kitchen dado.
- Aluminium sliding / operable windows.



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THE FIFTH SCHEDULE ABOVE REFERRED TO
(Meaning of the Terms and Expressions defined in this Agreement)

| Sr. No. | Terms and Expressions | Meaning |
|---------|--|--|
| 1 | Said Tower | Tower C in "ESQUIRE" |
| 2 | Said Premises | Flat No. 1302 admeasuring about 123.56 square metres (approximately 1330 square feet) (carpet area) (inclusive of the area of the enclosed balconies) on the 13th floor of the Said Tower |
| 3 | Said Car Parking Space | Right to park in 2 (Two) car parking spaces (Configuration - Single)(No. to be allotted later) admeasuring about 13.75 sq. mtr.(approximately 148 square feet) each and together aggregating to 27.50 sq. mtr.(approximately 296 square feet) |
| 4 | Sale Price | Rs.25,803,500.00 - (Rupees Two Crore Fifty Eight Lakh Three Thousand Five Hundred Only) |
| 5 | Name of the Account for payment of Sale Price | Oberoi Realty Limited – Account Esquire. |
| 6 | Early Date | December 2016; subject to provisions of clause 55 of this Agreement. |
| 7 | Transfer Conditions | <p>i. Notwithstanding anything contained in this Agreement, the Purchaser/s shall not be entitled to and shall not sell, transfer, deal with or otherwise dispose off in any manner whatsoever the Said Premises on or before 15.10.2013 (the "Scheduled Date"). The Purchaser/s agrees and acknowledges that this term is one of the fundamental terms and is of the essence of the contract.</p> <p>ii. In the event of the Puchaser/s proposing to sell and/or otherwise transfer the Said Premises and/or any part thereof after the Scheduled Date, provisions of clause 57 (b) to (f) shall become applicable.</p> |
| 8 | Towards the waiver of its right of first refusal for the Said Premises | On every sale: 2% of the Offer Price or the price at which the Developer is selling the flat of a similar nature. |
| 9 | Said Nominee | Name : NA Relationship with Purchaser/s : NA Address of Nominee : NA |
| 10 | Permanent Account Number | Developer's PAN : AABCK0235H Purchaser/s PAN : ACIPB1055E / AFUPB7719L |



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Madhu Suresh Bansal

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THE SIXTH SCHEDULE ABOVE REFERRED TO

(S. Schedule of Payment of Installments of the Sale Price by the Purchaser/s to the Developer)

| Sr. No. | Amount | Amount in Words | Time for Payment |
|---------|----------------------|--|--|
| 1 | Rs. 51,60,700.00/- | (Rupees Fifty One Lakh Sixty Thousand Seven Hundred Only) | Being the earnest money paid prior to execution of Agreement. |
| 2 | Rs. 20,81,800.00/- | (Rupees Twenty Lakh Eighty One Thousand Eight Hundred Only) | On or before the execution of Agreement. |
| 3 | Rs. 39,04,612.00/- | (Rupees Thirty Nine Lakh Four Thousand Six Hundred Twelve Only) | To be paid immediately on execution of this Agreement. |
| 4 | Rs. 1,05,27,828.00/- | (Rupees One Crore Five Lakh Twenty Seven Thousand Eight Hundred Twenty Eight Only) | To be paid in 51 installments each on casting of the remaining 51 slabs of the Said Tower. |
| 5 | Rs. 10,32,140.00/- | (Rupees Ten Lakh Thirty Two Thousand One Hundred Forty Only) | On completion of brick work the said Tower in which the Premises is situated. |
| 6 | Rs. 10,32,140.00/- | (Rupees Ten Lakh Thirty Two Thousand One Hundred Forty Only) | On completion of plastering the said Tower in which the Premises is situated. |
| 7 | Rs. 10,32,140.00/- | (Rupees Ten Lakh Thirty Two Thousand One Hundred Forty Only) | On completion of flooring and tiling of the said Tower in the Said Premises is situated. |
| 8 | Rs. 10,32,140.00/- | (Rupees Ten Lakh Thirty Two Thousand One Hundred Forty Only) | Being the balance Sale amount to be paid on receipt of Occupation Certificate. |

THE SEVENTH SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by the Purchaser/s in accordance with clause 42 of this Agreement)

| Sr. No. | Particulars | Amount |
|---------|--|--|
| 1. | Club House Membership Fee | |
| 2. | Development Charges | Rs. 2,00,000.00/- |
| 3. | Formation and Registration of Society | Rs. 54,875.00/- |
| 4. | Legal Charges | Rs. 5,000.00/- |
| 5. | Electric/Water meter charges/ Gas connection | Rs. 5,000.00/- |
| | | This amount shall be charged on actuals and to be paid to the developer or the utility supplier as decided by the developer. |

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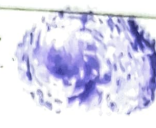
THE EIGHTH SCHEDULE ABOVE REFERRED



showing the amounts to be paid by the Purchaser/s in accordance with clause (i) of this Agreement





| Particulars | Amount |
|-------------------------------|--------------------------|
| Share Application Charges | Rs. 520.00/- |
| Escrow Fund | Rs. 2,19,500.00/- |
| Municipal Taxes and Outgoings | Rs. 5,26,800.00/- |
| Total | Rs. 7,46,820.00/- |

SIGNED AND DELIVERED by the withinnamed "Developer" Oberoi Realty Limited through its Authorised Signatory/s

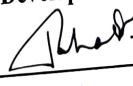
1. Rohan Naik  
 Pursuant to a Power of Attorney dated _____ in the presence of...

1. Gita fernandes 
 2. Megha Vithalani 

SIGNED AND DELIVERED by the withinnamed "Purchaser/s"
 1) Mr. Chandra Prakash Bansal
 2) Mrs. Madhu Shree Bansal

in the presence of...
 1. Gita fernandes 
 2. Megha Vithalani 
 RECEIVED of and from the withinnamed Purchaser/s, the sum of Rs. 72,42,500.00/- (Rupees Seventy Two Lakh Forty Two Thousand Five Hundred Only) towards instalments mentioned at Sr. no. 1 and 2 of the Sixth Schedule hereinabove written paid by him/her/them to us, as within mentioned.

We Say Received For Developer

1. Rohan Naik 

2. Bansal 
 Authorised Signatory/ies

Witness:



Bansal 

Madhu Shree Bansal



| | | |
|---------------|----|----|
| ₹ 72,42,500/- | | |
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ANNEXURE - I



Madhu Suresh Bansal

ANNEXURE - 2

OFFICE OF THE
MUNICIPAL ENGINEER (M.E.) & A.F. WARD
BALASARAB AMBERGAR MARKET BLDG,
APARTMENT, MUMBAI-400 001,
In reply please quote No.
and date of this letter

THIS I.O.D. IS ISSUED SUBJECT
TO THE PROVISIONS OF THE BAY LANE
ACT AND REGULATIONS THEREOF.
3/27/2007

Notification of Disapproval under Section 346 of the Mumbai
Municipal Corporation Act, as amended up to date.

CH/0106/BB(WS)/AP
BS/A

of 200 - 200

29 MAR 2007

Municipal Office,

Mumbai - 200

Director of
R. Oberoi, Properties Pvt. Ltd.

337
Notice No. 6188 dated 2/11/2005 and delivered on



A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the C.C. under Sec. 44\69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Reg. No. 88(2)
3. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level. Higher level will not be higher with murrum, earth, boulders etc. and levelled, rolled, consolidated and sloped towards the starting the work.

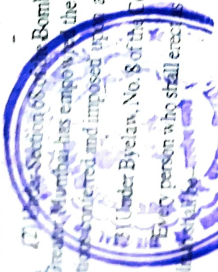
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Mahesh Shree Jansari

SPECIAL INSTRUCTIONS

PROPERTY.

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS



Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner, Mumbai has empowered the City Engineer to exercise, perform and discharge the powers and functions conferred and imposed upon and vested in the Commissioner by Section 3-46 of the said Act (Under Byelaw, No. 8 of 1947). Commissioner has fixed the following levels :-
Every person who shall erect a new domestic building shall cause the same to be built, so that the drain from the building can be connected with the sewer than existing or thereafter to be laid in such street.

(a) Not less than 2 feet (60 cms.) above the centre of the adjoining street, at the nearest point of such building.
(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet in such street.

(c) Not less than 92 ft. () meters above Town Hall Datum.
(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay the taxes is required to give notice of erection of a new building or occupation of building which has been vested in this Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. This provision will be liable to be revised under Section 471 of the Act in respect of the fact that the valuation of the property on completion of occupation is detected by the Assessor and Collector's Department.

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting a plan and a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be communicated as per requirements of the Act.

(7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburban District by the Collector, under the Land Revenue Code and Rules thereunder.

(8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai Suburban District by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes accompanying this Intimation of Disapproval.

[Signature]

8005 25929

Executive Engineer, ^{Sd/-} Building P/S
Zone.

That the discharge work generally is not intended to be executed in accordance with the provisions of the Act, but in accordance with the provisions of the Special Instructions and Note accompanying this Intimation of Disapproval.

29 MAR 2007

for layout/D.P. road/Access
specifications
of setback land will not be obtained from E.E.
(W.S.) Z-IV before starting the construction
and set back land will not be developed
providing street lights and S.W.D the
including will not be obtained from E.E.R.C.
certificates
S.W.D Z-IV before submitting B.C.C.

will not be appointed, supervision
Regulation 5 (3) (ix) will not submitted
Appendix XI

provision of seismic/wind load
for the proposed work and for existing
adequate to take up additional
adequate stability of existing building shall
showing regarding for C.C.



for workers shall not be provided
and drainage layout will
requesting for C.C.

proposed lines of road/D.P. road
demarcated at site through A.E.
before applying for C.C.

copy of plan shall not be submitted
set back land/D.P. road area free of
road handing over
from Assst. Commissioner
of the setback land/D.P.
before
requesting for C.C.

for damages, risks,
and to the occupiers and an
will not be submitted before
C.C.

from E.E. (S.W.D)/E.E. (W.W./C.F.O. will not be obtained
will not be completed
through
before

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will not be appointed before
requesting for C.C.

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3. That the application and associated charges will not be paid to the Government of India, New Delhi, C.C. (Amendments) Act 1991. The Government of India, New Delhi, C.C. (Amendments) Act 1991 shall not be submitted before the Government of India, New Delhi, C.C. (Amendments) Act 1991.

4. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

5. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

6. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

7. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

8. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

9. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

10. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

11. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

12. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

13. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

14. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

15. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

16. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.

17. That the copy of application made for Non-agriculture user permission shall not be submitted before requesting for C.C. (Amendments) Act 1991.



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| That the R.I.U. shall not be submitted for payment of difference and calculated as per revised land rates before requesting for C.C. | | |

Handwritten signature
 Madhu Shree Bank

29 MAR 2007

will not be comply with the basement rules
U/T for not misusing the basement will

will not be designed complying requirements
including I.S. code 1893 for Earthquake
effects including that effect shall not be submitted from Lic
to that effect shall not be submitted from Lic
requesting for C.C.

will not be done and report thereof
with structural design before requesting for

from Tree Authority shall not be submitted and
shall not be complied with before requesting

shall not be submitted
penalty paid receipt shall not be submitted
before plain C.C.

shall not be submitted
of clause 40 & 41 of D.C.R. 1991 shall not
and requirements shall not
submitting B.C.C.

from A.E. W.W. P/S ward.

from MOEF.

shall be provided.

for disposal of wet waste as per the
individuals specialized in
Solid Waste Management
to the satisfaction of the
Department of M.C.G.M. shall not be provided to the satisfaction of
Municipal Commissioner.

as per the design
to be made to
while developing plots
more than 1000 sq.mts.

with the photo of the applicant as per
submitted.

for removal of debris shall not
submitted and got approved.



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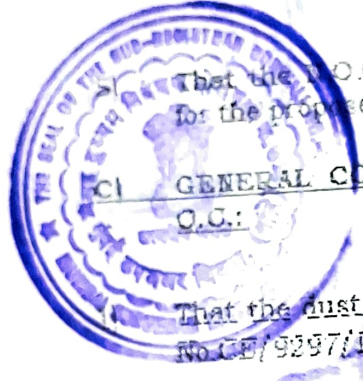
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- (a) ... regarding debris management
- (b) CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.
- 1) That the plinth level height shall not be got checked by this office staff
 - 2) That the water connection for construction purpose will not be taken before C.C.
 - 3) That the plan for Architectural elevation and projections beyond proposed building line will not be submitted and got approved before C.C.
 - 4) That the permission for construction of temporary structure of any nature shall not be obtained before C.C.



5) That the C.C. from Civil Aviation Dept. will not be obtained for the proposed height of the building.

(c) GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE C.C.:

- 1) That the dust bin will not be provided as per C.E.S.'s circular No. CE/9297/II of 26.06.1978.
- 2) That the 3.05 meter wide paved path way up to staircase will not be provided.
- 3) That the surrounding open spaces, parking spaces and terrace will not be kept open.
- 4) That the name plates/board showing plot No./Name of the building etc. will not be displayed at a prominent place before O.C.C./B.C.C.
- 5) That the B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of six years from the date of its payment.
- 6) That the carriage entrance shall not be provided before starting the work.

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7) That the Non-agricultural permission/revised N.A. shall be submitted before occupation.

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Madhu Suresh Bani

29 MAR 2007

That the terrace sanitary blocks, nahans in kitchens will not be made waterproof and the same will not be provided by the contractor and all sanitary connections will not be leak tested and smoke test will not be done in presence of Municipal Engineer's submission of BCC

That the final NOC from HF Dept/EE (SWD)/EE (S&T)/EE (T&C)/EE (SEW)/CEO shall not be submitted before occupation

That the final NOC from AA. & C. P/S shall not be submitted before occupation

That the conditions mentioned in the clearance under U.C. D-V-Sec.27/WS/99 dated 28.04.2004 obtained from competent authority under U.L.C. & R Act, 1976 shall not be complied with before occupation

That the Structural Engineer's laminated final structural plan shall not be submitted before occupation along with up to date licence copy and R.C.C. certificate

That the separate vertical drain pipe, soil pipe, with a separate gully trap, water main, O.H. tank, etc. for Maternity home/Nursing home, user will not be provided and that drainage system of the residential part of the building will not be affected.

That the debris shall not be removed before submitting the B.C.C.

That the canvas mounted plan shall not be submitted along with laminated notice of completion of work u/sec. 353A of M.C. Act will not be submitted for the work completed on site.

That the every part of building constructed and more particularly O.H. tank will not be provided with proper access for staff of P.C.C. office with a provision of safe and stable ladder.

That the Site Supervisors laminated certificate along with up to date revalidation of licence copy, that work shall not be submitted in prescribed format.

That the some of the drains shall not be laid internally with C.I pipes.



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Madhu Shree Bansal

NOTES

1/6

29 MAR 2007

... payment of deposit should be obtained any steel to house and store for
... material shall be demolished before submission of building completion drawings for
... by Architect submitted along with the building completion certificate.
... before starting the work

... the required deposit for the construction of carriage entrance over the road
... the Hydraultic Engineer or his representative in Ward atleast 15 days prior to the
... Municipal Water for construction purposes
... against them accordingly.

... should not be started unless the manner in obviating all the objection is
... approved by the department
... the office of the area
... the owner



... should be made simultaneously with commencement
... as the Municipal Corporation will require time to consider alternative site to avoid the excavation
... an footpath.
... and conditions of the approved layout/sub-division under No.
... adhered to and complied with.

... Drainage Completion Certificate will be accepted non water connection granted (except for the
... purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the
... Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for
... the layout.

... ground or amenity open space should be developed before submission of Building Completion
... to the full width shall be constructed in water bound macadam before commencing work and
... to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage - 6
... of the Building Completion Certificate.

... through adjoining holding or culvert, if any should be maintained unobstructed
... open spaces around the building should be consolidated in Concrete having broke glass pieces
... 125 cubic meters per 10 sq. meters below payment.

... wall or fencing should be constructed clear of the road widening line with foundation below
... of road side drain without obstructing flow of rain water from adjoining holding before starting
... the owner's holding.

... d be started unless the existing structures proposed to be demolished are demolished.

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Maddur Street Bazaar

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(15) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.

- (16) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (17) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (18) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (19) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (20) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (21) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (22) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (23) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (24) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (25) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (26) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.
- (27) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.

(28) The contractor shall submit a plan indicating the program of existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws. The plan shall also show the location of the existing work to be carried out in accordance with the provisions of the bye-laws.

- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles; the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b).
- (b) Lintels or Arches should be provided over Door and Window opening.
- (c) The drains should be laid as require under Section 234-1 (a).

(33) If the proposed additional is intended to be carried out on old foundations and structures, you will have to own risk.

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Executive Engineer, Building Dept.
 Zones, Executive Engineer,
 City Proposal (W.S.) 246

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Madhu Suresh Bank

MUNICIPAL CORPORATION OF GREATER MUMBAI
No. 1111/0106/RIWS/AP of 2013

Proposed residential building No 2 (Tower A, B, & C)
on subdivided plot B' bearing C.T.S. Nos 95/4/B/3 &
05, 4 B/4 of village Dindoshi & C.T.S. No. 590/A/A/1
of village Pahadi Goregaon at Goregaon (East) Mumbai

Your letter dated 19.12.2013

There is no objection to carry out the work as per amended plans
There is no objection to your letter under reference subject to the



That all the objections of this office intimation of Disapproval under cover
of dt. 29.03.2007 shall be applicable and should be complied with.

1. No dt. 29.03.2007 design and calculation shall be submitted.
2. That the revised R.C.C. design approval shall be obtained before C.C.
3. That the Revised Drainage approval shall be obtained before C.C.
4. That the Extra Water and sewerage charges shall be paid to A.E.W.W.
of South, Ward before asking for C.C.
5. That the development charges as per M.R. & T.P. (Amendment) Act, will
be paid before C.C.
6. That the C.C. shall be got re-endorsed as per approved amended plan.
7. That Revised N.O.C. from H.E. shall be submitted before requesting for
C.C.
8. That all payments shall be paid before requesting C.C.
9. That the N.O.C. from Ch. Eng. (M&E) for basement, light and ventilation
shall be submitted.

One set of approved/certified plan is returned herewith as a token of
approval.

Yours faithfully,


W.S. Patil
Ex. Eng. (Bldg. Proposal) W.S. Patil, Ward

Encd.: 1 set of plan.

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Madhu Suresh bansal

ANNEXURE - 3

(11)

BRIHANMUMBAI MAHANAGARPALIKA
 MAHARASHTRA REGIONAL & TOWN PLANNING ACT, 1966 (FORM 'A')
 No. CBE. 01/104 /B/W/S/AT/AN/ 18 APR 2011
COMMENCEMENT CERTIFICATE
 Special Realty Ltd.

Sr. _____
 With reference to your application No. 332
 Development Permission and grant of Commencement Certificate dated 01.02.2010
 of the Maharashtra Regional and Town Planning Act 1966, for the
 development and building permission under section 346 of the Bombay
 Corporation Act 1988 to erect a building on the development work of
 residential building No. 2 on plot
 C.T.S.No. 0574/B/73 & 0574/B/74 of Village Dindori
 at premises at Street _____
 Village _____
 situated at Coracao (East) off: W.E. Highway
 The Commencement Certificate / Building Permit is granted on the following
 conditions.



1. The land vacated in consequence of the endorsement of the setback line / road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate / Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such extended shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
 - (a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - (c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the event shall be deemed to have carried out the development work in contravention of section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant by on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri R. V. Nautiyal
 Executive Engineer to exercise his power and functions of the planning Authority
 under Section 45 of the said Act.

This C.C. is restricted for work up to Stilt slab level as per amended
 plan approval dated 05.02.2010.

For and on behalf of Local Authority
 Brihanmumbai Mahanagar Palika

[Signature]
 Executive Engineer, Building Proposal (W.S.)
 'P' & 'R' Wards.

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in registered office at Sankar House, Shivnagar Estate, Dr. Arnie Heenar Road, Mumbai-400018 and the Owner),
the Esquire Property and the Adjoining Properties of the Owner has been
subject to expenses of amalgamation and sub-division from time to time,

F. subject to expenses of amalgamation of Greater Mumbai (hereinafter referred to as the
MCCGM) sanctioned plans for construction of three towers viz. Tower A,
Tower B and Tower C of the building known as Esquire on portions of the
Esquire Property and issued Intimation of Disapproval ("IOD") bearing no.
7146/9/06/RTI/WS/AP dated March 29, 2007. The said sanctioned plans have
been amended / revised and got sanctioned by the Owner from time to time and
one of the said sanctioned plans has been issued by the MCCGM on
April 18, 2011. The said IOD has been amended and/or re-endorsed from time to
time and have been re-endorsed on January 29, 2014. One of the Tower
being Tower C is being constructed on the Said Property.

3. In these circumstances and subject to what is stated hereinabove, we are of the
view that the Owner is the Owner of the Said Property and its title to the Said
Property is clear, marketable and free from all encumbrances. We are also of the
view that the Owner is entitled to construct Tower C of the said building known
as Esquire on the Said Property and sell the premises therein.

The Schedule Above Referred To
(Being the description of the captioned property)

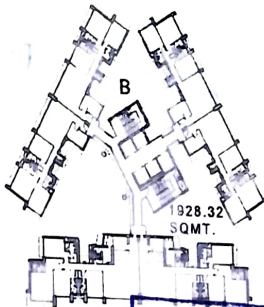
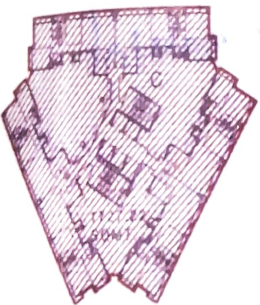
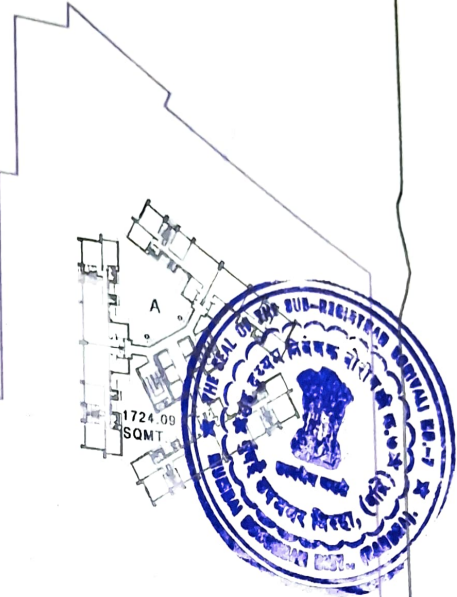
A portion of the land containing by admeasurement 1727.22 square meters or
thereabouts being part of land bearing C.T.S. No. 590/A/A/1 (part), of Village Pahadi,
Goregaon East, Taluka Borivali Mumbai Suburban District and shown in red hatch
lines.

Dated this 12th day of February, 2014.

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Madhu shree Bansal

ANNEXURE - 1



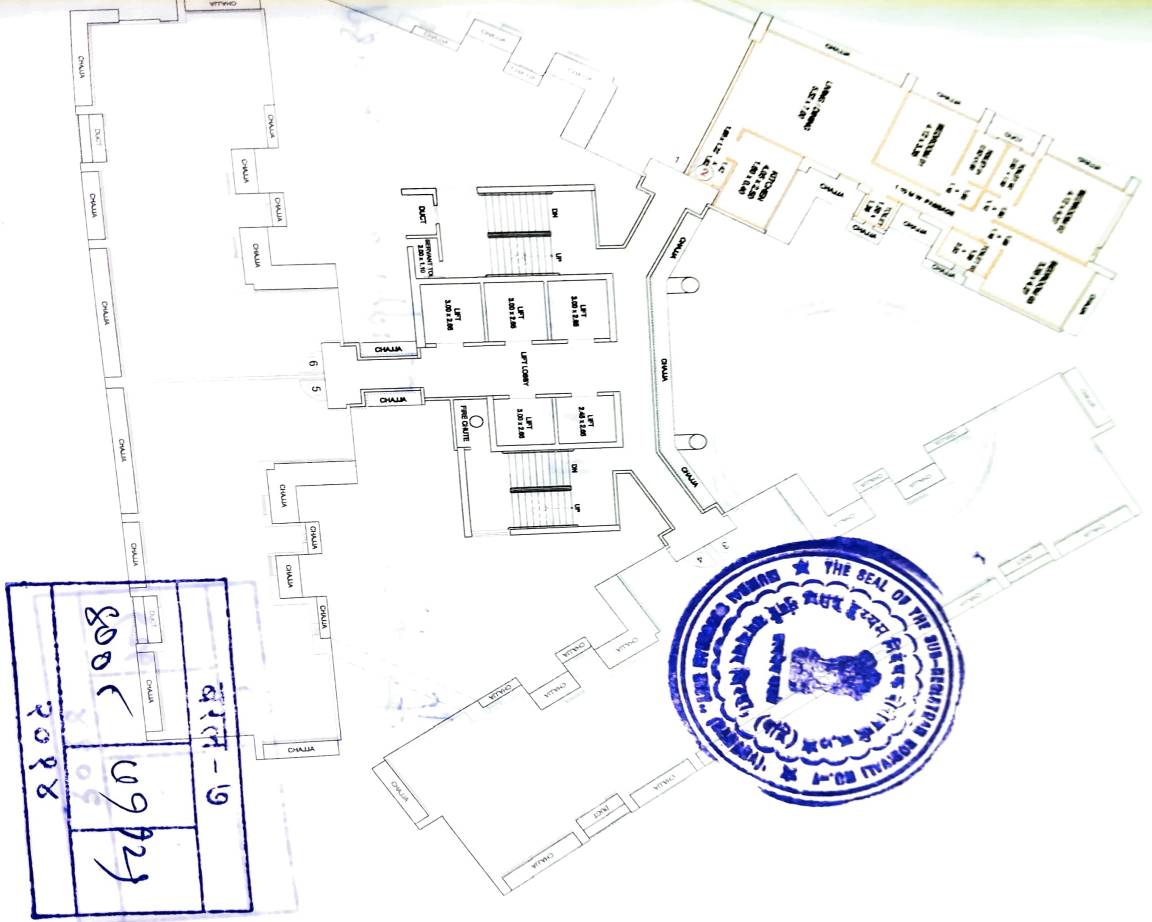
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Madhu Suresh Bansal



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Madhu Susee Pransal

Pransal

पावती क्र.

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दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक ०१/१२/२०१९ सन २०

दस्तऐवजाचा प्रकार--

सादर करणाराचे नाव--

मुख्यप्रकाराने घाघिप्रमाणन
श्रीम. रोचलिस चेंद्री

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी

नक्कल फी (फोलिओ

पृष्ठांकनाची नक्कल फी

टपालखर्च

नकला किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड-कलम २५ अन्वये

कलम ३४ अन्वये

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नोंदणीकृत डाकने पावली जाईल.

या कार्यालयीन दृष्ट्यात घेईल.

सह. दुय्यम निबंधक/अधीक्षक

दस्तऐवज खाली दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डोक्यासाठी भर जिल्हा.

हवाली करावा.

सादरकर्ता

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THE REGISTRAR GENERAL, MUMBAI
 REGISTRAR GENERAL'S OFFICE
 CHATTERJI BUILDING

Franchising / Stamp duty paid / Other / Commissioner's Consent /
 Received / Date /
 No. of copies of documents /
 Date of receipt /
 Tel. No. /
 Documents name /
 Volume No. /
 Page No. /
 Counter Party /
 P.O. No. /
 Counter Party /

RE BUREAU OF
 SURVEY OF
 GOREGAON DISTRICT

CASH RECEIVED
 DELIVERED



POWER OF ATTORNEY

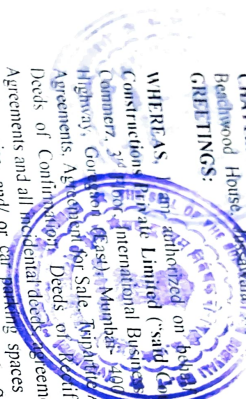
TO ALL WHOM THESE PRESENTS SHALL COME, I, MS. ROCHELLE CHATTERJI of Mumbai, Indian Inhabitant, having address at Flat No - 401 & 402, Beachwood House, Anandwadi Wadi, Juhu, Mumbai - 400 049, DO HEREBY SEND

GREETINGS:

WHEREAS, I am authorized on behalf of Oberoi Realty Limited and/or Oberoi Enterprises Private Limited ("said Companies"), both having their registered offices at Oberoi Garden City, Off Western Express Highway, Convent Road, International Business Center, 2nd Floor, Mumbai - 400 063 to sign and execute Premises Ownership Agreements, Agreements for Sale, Transfer Agreements, Deeds of Cancellation, Supplemental Deeds of Confirmation, Deeds of Rectification, Deeds of Completion and writings in pursuance thereto relating to Agreements and all incidental deeds, agreements and writings in pursuance thereto relating to flats/ premises and/or car parking spaces in the existing residential projects of the said Companies (hereinafter referred to as "the Said Agreements"), subject to conditions, if any, as prescribed from time to time.

AND WHEREAS, the Said Agreements may be required to be registered with the authorities, appointed under the provisions of The Registration Act, 1908, or applicable Acts in force ("such matters").

AND WHEREAS, I am unable to attend to such matters personally and therefore, I am desirous of nominating, constituting and appointing, (1) MR. ARUNKUMAR KOTIA, (2) MR. MANDAR JOSHI, (3) MR. ROBINSON HENRY, (4) MR. NARENDRA MISRA, (5) MR. DINESH NIGUDKAR, (6) MR. NITIN JADHAV, and (7) MR. PRABHU MOHITE to jointly and/or severally act as my true and lawful Attorneys to represent the purpose set out hereunder:



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पौषणापत्र

मी. बंधार जोशी यादवार पोषित करतो कि, दुय्यम निबंधक, बोरीवली 7 र्थच्या कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीसाठी सदर करण्यात आला आहे. संदर्भ नदवी यांनी दिनांक 07/04/2011 रोजी आला दिलेल्या कुलमुखत्यार पत्राच्या आधारे मी. सदर दस्त नोंदणीस सदर केला आहे/निष्पादित करून कबुलजवाब दिला आहे. सदर कुलमुखत्यार लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणही मयत झालेले नाही किंवा कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही किंवा कुलमुखत्यारपत्र पूर्णपणे वैद्य असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९६८ चे क्रमानं १२ अन्वये शिक्षेस मी पत्र राहीन याची मला जाणीव आहे.



दिनांक : 26/05/2014.

कुलमुखत्यारपत्र धारकाची सही

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