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(i)

## AGREEMENT FOR SALE

Dated This 26<sup>th</sup> Day of MAY 2014

BETWEEN

**OBEROI REALTY LIMITED**

(“DEVELOPER”)

AND

- 1) Mr. Chandra Prakash Bansal
- 2) Mrs. Madhu Shree Bansal

(“PURCHASER/S”)

FOR

Premises No. 1302  
Floor No. 13th  
Tower “C”

**ESQUIRE**



पावती

Original/Duplicate

Monday, May 26, 2014

नोंदणी क्र. 39म

1:54 PM

Regn.: 39M

पावती क्र.: 4411 दिनांक: 26/05/2014

पावतीचे नाव: पी.एम.पहाडीगोरेगांव

इस्तऐवजाचा अनुक्रमांक: बरल7-4008-2014

इस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: चंद्र प्रकाश बंसल

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2440.00

पृष्ठांची संख्या: 122

एकूण:

रु. 32440.00

पापणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ व सीडी अंदाजे 5:10 PM ह्या वेळेस मिळेल.

सह दु.नि.का.बोरीवली 7

प्राप्ती मूल्य: रु.28175000/-

मोबदला: रु.25803500/-

रलेले मुद्रांक शुल्क: रु. 1408800/-

सह. दुय्यम निबंधक बोरीवली-७  
मुंबई उपनगर जिल्हा.

देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH000685599201415S दिनांक: 15/05/2014

बँकेचे नाव व पत्ता: Panjab National Bank

देयकाचा प्रकार: By Cash रक्कम: रु 2440/-

महाराष्ट्र शासन  
GOVERNMENT OF MAHARASHTRA

ई-सुरक्षित बैंक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

13016302612229

Bank Branch: PNB/KHAR (6629)  
Pmt Txn id : m592496  
Pmt DtTime : 15-05-2014@03:49:25  
ChallanIDNo: 03031322014051350043  
District : 7101/MUMBAI

Stationery No: 13016302612229  
Print DtTime: 15-05-2014@16:08:48  
GRAS GRN : MH0006855992014155  
Office Name : IGR190/BRL1\_JT SUB REGIST

StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS  
StDuty Amt : R 14,08,800/- (Rs One Four, Zero Eight, Eight Zero Zero only)

RegnFee Schm: 0030063301-70/Ordinary Collections IGR  
RegnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25/Agreement to sale/Transfer/Assignment  
Prop Mvblty: Immovable Consideration: R 2,58,04,000/-  
Prop Descr : FLAT NO C 1302, TOWER C, OBEROI ESQUIRE, WESTWRN EXPRESS HIGHWAY GOREGAO  
N EAST, MUMBAI, Maharashtra

Duty Payer: (PAN-ACIPB1055E) CHANDRA PRAKASH BANSAL  
Other Party: (PAN-AABCK0235H) OBEROI REALTY LTD

Bank official1 Name & Signature

(PRAKASH RAD)



Bank official2 Name & Signature

(P.A. Aneesh)

----- Space for customer/office use ----- Please write below this line -----

*Bansal*



Madhu Shree Bansal

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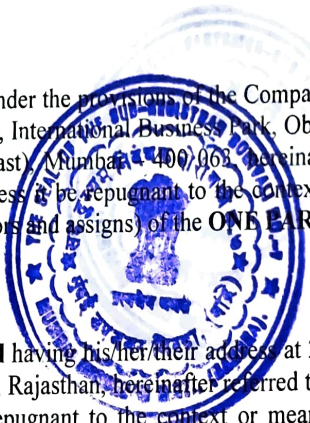
Madhu Shree Bansal

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("the Agreement") is made at Mumbai this 26<sup>th</sup> day of May, 2014.

**BETWEEN**

**OBEROI REALTY LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Commerz, 3<sup>rd</sup> floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063, hereinafter referred to as the "**Developer**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;



**AND**

**Mr. Chandra Prakash Bansal**, **Mrs. Madhu Shree Bansal** having his/her/their address at 249, Gaytri Nagar-B, Maharani Farm, Durgapura, Jaipur -302020, Rajasthan, hereinafter referred to as "**the Purchaser/s**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of an individual, his/her/their heirs, executors, administrators and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of a Hindu Undivided Family ("**HUF**"), the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the HUF of the coparcenary and survivor/s of them and the heirs, executors, administrators of the last survivor/s of them, and in case of a trust, the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them of the **OTHER PART**).

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**WHEREAS**

The Developer is the owner of land is entitled to develop all those pieces and parcels of land bearing old CTS Nos. 95/4B/1 to 4 admeasuring 1,42,232.00 square meters approximately, lying, being and situate in Village Dindoshi, Goregaon (East), Taluka Borivali, District Mumbai Suburban and all those pieces and parcels of land bearing old CTS 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 2,10,576.40 square meters in the aggregate and more particularly described in **Part A of the First Schedule** hereunder written (**Larger Land**)

The Larger Land comprises inter alia (i) land now bearing CTS No.590/A/A/1 (part) of Village Pahadi, Goregaon (East), Taluka Borivali, District Mumbai Suburban admeasuring approximately 25,700 square metres and (ii) land now bearing CTS No. 95/4B/4 (part) of Village Dindoshi, Taluka Borivali, District Mumbai Suburban admeasuring approximately 559 square meters, admeasuring 26,259 square metres in the aggregate, and more particularly described in **Part B of the First Schedule** hereunder written ("**the Esquire Property**"). The Esquire Property is shown in thick black boundary line on the plan annexed as Annexure "1" hereto. The Developer purchased and acquired inter alia the Esquire Property by and under the document detailed hereunder:

By and under Deed of Conveyance dated September 29, 2003 executed by and between Novartis and the Developer (then known as Kingston Properties Private Limited) and registered at the office of the Sub-Registrar of Assurances, Bandra under serial no.BDR-2/07182 of 2003 Novartis sold and the Developer purchased and acquired land bearing old CTS No. 95/4/D of Village Dindoshi, Taluka Borivali, District Mumbai Suburban admeasuring 21660.30 square meters and old CTS No.590/A/A of Village Pahadi admeasuring 19874.10 square meters in the revenue Village Dindoshi, Taluka Borivali, District Mumbai Suburban, and other parcels of land (forming part of Larger Land) for the consideration and on the terms and conditions as set out therein.

The Larger Land (including the Esquire Property) has been subject to schemes of amalgamation and sub-division from time to time. Pursuant to the amalgamation and sub-division, the Larger Land comprises of new CTS Nos.95/4B/1, 95/4B/2, 95/4B/3, 95/4B/4 of Village Dindoshi and new CTS Nos.590/A/A/1, 590/A/A/2 of Village Pahadi.

Pursuant to permissions and sanctions obtained by the Developer in that regard, the Developer commenced development of the Larger Land as a composite layout to be undertaken in a phase wise manner.

As part of phase wise development being undertaken by the Developer on the Larger Land, the Developer is entitled to develop and proposes to construct a residential building called "Esquire" ("**the said Building**") on the Esquire Property, being a portion of the Larger Land. The said Building shall consist of 3 (three) Towers, viz. Tower A, Tower B, and Tower C respectively. The Tower C is presently envisaged to consist of 3 basements, Ground Level, 4 podiums and 50 upper floors.

The Floor Space Index ("**FSI**") in respect of the Esquire Property of the Developer will be minimum 5 (five) and to be utilised on Esquire Property and/or any other portions of the Larger Land as shall be deemed fit by the Developer.

The Developer proposes to construct Tower "C" of the said Building ("**Said Tower**") on a portion of the Esquire Property, being land bearing CTS No. 590/A/A/1 (part) lying, being and situate in Village Pahadi, Goregaon East, Taluka Borivali District Mumbai Suburban admeasuring 1727.22 square metres, more particularly described in the **Second Schedule** hereunder written and shown in red boundary line on the plan annexed as Annexure "1" hereto ("**Said Property**"). The Developer is entitled to and proposes to construct two other towers, being Tower 'A' and Tower 'B' of the Said Building on the balance portion of Esquire Property admeasuring 24531.78 square meters, in a phase wise manner as part of a composite layout. Copies of the property register cards in respect of the property bearing CTS No.590/A/A/1 of Village Pahadi, Goregaon East Taluka Borivali, District Mumbai



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Suburban and bearing CTS No. 904/B-1 of Village Dindoshi, Taluka Borivli, District Mumbai Suburban are annexed hereto and marked as Annexure "4 Collectively".

J. The Municipal Corporation of Greater Mumbai ("MCGM") has sanctioned construction of the Said Building which comprises also the Said Tower viz Tower "C" with other two towers namely Tower "A" and Tower "B" of the said Building and Intimation of Disapproval ("IOD") bearing no CHE/9106/BP(WS)/AP dated March 27, 2014. The said sanctioned plans have been amended / revised and got sanctioned by the MCGM on January 15, 2014. The Commencement Certificate ("CC") inter alia in respect of Building which comprises also the Said Tower viz. Tower "C", has been issued by MCGM on April 18, 2011 and lastly re-endorsed on January 29, 2014. Copies of the IOD and the CC are annexed hereto and marked Annexure "2" and "3" respectively.

J. The Developer has presently entered into a prescribed agreement with an Architect, namely Shashank Kokil & Associates having office address at Commerz, 3rd floor, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (E), Mumbai - 400 063 and registered with the council of Architects and has presently appointed Structural Engineers, namely SACPL, having address at 7<sup>th</sup> Floor, Padmavati Heights, Shradhdhanand Road, Vile Parle (E), Mumbai - 400 057 for preparing structural drawings and specifications of the building/s to be constructed on the Said Property; and Purchaser/s accepts the professional supervision of the said Architect and the said Structural Engineers till completion of the Said Building / Said Tower.

K. At the instructions of the Developer, M/s. IC Legal, Advocates & Solicitors have issued the Title Certificate dated February 12, 2014. A copy of the said Title Certificate is annexed hereto and marked as Annexure "5".

L. In pursuance of the development and construction of Said Tower on the Said Property, Developer is inter alia constructing flats/premises for sale/allotment to intending purchaser/s.

M. The Purchaser/s has/have demanded inspection from the Developer and the Developer has given inspection to the Purchaser/s of the following documents:

- i. all documents of title relating to the Said Property;
- ii. all the documents mentioned in the recitals hereinabove;
- iii. all the approvals and sanctions of all relevant authorities for the development, layout plans, building plans, floor plan, designs and specifications prepared by the Developer's Architects;
- iv. the Title Certificate;
- v. revenue records; and
- vi. all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1962 (hereinafter referred to as "the MOF Act") and the rules made thereunder.

N. The Purchaser/s, being desirous of acquiring a flat in Said Tower proposed to be constructed upon the Said Property, has/have approached the Developer and requested to allot to him/her/them a flat in the said Tower more particularly described in the **Fifth Schedule** hereunder written and hereinafter referred to as the "Said Premises". According to the aforesaid request of the Purchaser/s, and pursuant to the discussions and negotiations between the Purchaser/s and the Developer, the Developer has agreed to allot and sell to the Purchaser/s, and the Purchaser/s has agreed to purchase and acquire from Developer the Said Premises on a mutually agreed price ("Sale Price"), payable in the manner as set out hereunder and on the terms and conditions hereinafter appearing. The said Premises is more particularly described in the **Fifth Schedule** hereunder written. A copy of floor plan of the Said Premises is annexed hereto and marked as Annexure "6" and the Said Premises is shown thereon in orange hatch lines.

The Purchaser/s is/are further desirous of using for himself/herself/their visitors/guests, a parking space more particularly described in the **Fifth Schedule** hereunder written ("the Car Parking Space"). According to the aforesaid request of the Purchaser/s, and pursuant to the discussions and negotiations between the Purchaser/s and the Developer, the Developer has agreed to allot to the Purchaser/s without any consideration, the right to use the Said

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Parking Space for himself/herself/their visitors/guests on the terms and conditions hereinafter appearing, in more particulars described in the **Fifth Schedule** hereunder written

The concerned authorities and/or government has laid down may lay down certain terms, conditions, stipulations and restrictions and upon observance and performance of which, the occupation and the completion certificates in respect of the Said Tower Said Building may be granted by the concerned authority

The Developer shall be developing the Said Property, the Esquire Property and the balance portion of the Larger Land phase-wise and or sector-wise as a layout and such development shall be carried out in such manner as the Developer may deem fit, by utilising the full development potential of the Larger Land. Such phase-wise and or sector-wise development of the Said Property, the Esquire Property and the balance portion of the Larger Land will take substantial time and the Developer may be required to make necessary amendments or substitution of the sanctioned plans, layouts, elevations and designs from time to time as may be required by the Government, MCGM or any other relevant authority and/or as the Developer may consider necessary in respect of the Said Property, the Esquire Property and or balance portion of the Larger Land to enable the Developer to utilize all FSI, fungible FSI, Transferable Development Rights ("TDR"), and/or the development rights and all other rights, benefits etc. of the Said Property, the Esquire Property and/ balance portion of the Larger Land in such manner as the Developer deems fit. The Purchaser/s has/have entered into this Agreement knowing fully well the scheme and scale of development proposed to be carried out by the Developer on the Said Property, the Esquire Property and/or the balance portion of the Larger Land and the Purchaser/s has/have no objection for such amendments or substitution as aforesaid and accords his/her/their irrevocable consent to the same.



R. The Purchaser/s has/have, prior to execution of this Agreement, inspected the documents through its advocates / consultants, obtained legal advice, made inquiries and is satisfied that the title of the Developer to the Said Property is marketable; (ii) with the entitlement of the Developer to undertake phase wise development of the Larger Land (including said Property); (iii) with the approvals and sanctions obtained by the Developer in respect of the said Property, including inter alia the layout plan, Intimation of Disapproval, Commencement Certificate (iv) nature of rights retained by the Developer under this Agreement. The Purchaser/s hereby undertake/s not to raise any objection and/or make reservations to the title of the Developer to the Said Property and the rights given to the Purchaser/s under this Agreement.

S. This Agreement shall always be subject to the provisions of the MOF Act and the Rules made thereunder.

T. Under Section 4 of the MOF Act, the Developer is required to execute a written agreement for sale in respect of the Said Premises agreed to be sold to the Purchaser/s. Now, therefore in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, and the Parties intending to be bound legally are therefore, executing these presents, which shall be registered under the provisions of the Registration Act, 1908.

U. The list of Annexures attached to this Agreement are stated hereinbelow:

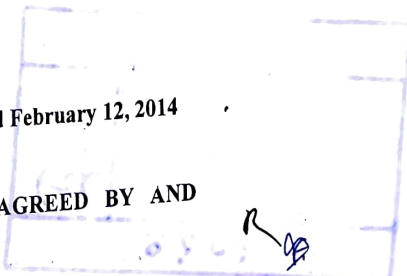
- Annexure "1" Copy of the plan
- Annexure "2" Copy of IOD
- Annexure "3" Copy of CC
- Annexure "4 Collectively" Copies of property register cards
- Annexure "5" Copy of the Title Certificate dated February 12, 2014
- Annexure "6" Copy of the Typical Floor Plan

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

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Madhu Suresh Bansal

*(Signature)*



The above-mentioned recitals shall form an integral and an operative part of this Agreement and shall be read and incorporated verbatim in the operative part and to be construed and read accordingly.

The Developer has agreed to sell to the Purchaser/s and the Purchaser/s has agreed to buy from the Developer on ownership basis one flat in the said Tower, being a part of the said Building "Esquire" more particularly described in the Fifth Schedule hereunder and hereinafter referred to as the "the Said Premises" for a Sale Price hereunder and on the terms and conditions hereinafter appearing, time being of essence. The Premises is more particularly described in the Fifth Schedule hereunder written and orange hatch lines on the plan annexed hereto at Annexure "6".

3) The Purchaser/s agrees to pay to the Developer the Sale Price, time being of essence in accordance with the progress of the construction of said Tower and more particularly in the Sixth Schedule hereunder written. The Developer shall issue a notice to the Purchaser/s about the stage-wise completion of the said Tower, demur or default, time being of essence. The Installments shall be paid by the Purchaser/s within 7 (seven) days of the Developer's demand for the payment of the Installment, without any delay, demur or default, time being of essence. An intimation forwarded by the Developer to the Purchaser/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. The payment by the Purchaser/s in accordance with the Sixth Schedule hereunder written shall be one of the principal, material and fundamental terms of the Agreement (time being of essence). The Developer has agreed to allot and sell the Premises to the Purchaser/s at the Sale Price *inter alia* because of the Purchaser/s has agreed to pay the Sale Price in the manner more particularly detailed in the Sixth Schedule hereunder written.

4) The Sale Price is exclusive of all taxes, levies, duties, cesses, etc. All such taxes, levies, duties, cesses (whether applicable/payable now or become applicable/payable in future) including but not limited to and/or value added tax (VAT) and/or goods and services tax (GST) and/or all other indirect taxes, duties and impositions applicable levied by the Central Government and the State Government and any local, public or statutory authorities by the Government and any amount payable under this Agreement and/or transaction contemplated herein shall be borne and paid by the Purchaser/s alone and the Developer shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. Time is of essence of the contract for payment of all amounts mentioned in this Agreement. Accordingly on a written demand being made by the Developer upon the Purchaser/s, the Purchaser/s shall pay the same to the Developer, without any delay, demur or default within 7 (seven) days of the Developer's said written demand for payment. The quantum of such taxes, levies, duties, cesses as decided, derived, quantified by the Developer shall be binding on the Purchaser/s. The Purchaser/s agrees that his/her/their failure to receive notice from the Developer requiring such payment shall not be a plea or an excuse for non-payment of any amount or amounts.

5) If at any time any further tax and/or charges, and/or betterment charges or other levy or charge, levied or sought to be recovered by MCGM, Government and/or any other public authority in respect of the Said Property or any portion thereof and/or the Said Tower and/or the Said Premises and said Car Parking Space and/or for the approval of construction and occupation thereof the same shall be borne and paid by all the Purchaser/s including the Purchaser/s in proportion to the respective carpet area of their respective flats.

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6) The Purchaser/s is/are aware that the Purchaser/s is/are required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and the Purchaser/s shall comply with the same.

7) The Developer agrees to allot to the Purchaser/s, without any consideration, the right and permission to use for the Purchaser/s/ Purchaser/s guests/visitors the said Car Parking Space more particularly mentioned in the Fifth Schedule hereunder written. The said Car Parking Space are comprised in the car parking area of the Said Building. It is clarified that the

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4. a) Parking Space includes the mandated reserved area of car parking for the visitors/guests of the Said Building as per applicable laws.

5. In addition to the Sale Price and the taxes, levies, duties, cesses, etc., the Purchaser/s shall pay all other amounts mentioned herein including the amounts mentioned in the **Seventh and Eighth Schedule** hereunder written.

6. The Developer shall construct the Said Tower in accordance with the plans, specifications, designs and elevations as approved by the concerned authority, including the MCGM, and in accordance with the applicable development control regulations, which plans, specifications, designs and elevations have been inspected by the Purchaser/s. The Purchaser/s shall have no objection to the variations and modifications to the approved plans as the Developer may consider necessary or as may be required by the Government, MCGM or any other relevant authority or which the Developer is required to realign or redesign due to planning constraints from time to time.

10) The Developer hereby agrees to observe all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities and/or Government bodies at the time of sanction of the said plans or thereafter and shall obtain from the concerned authority the occupation certificate in respect of the Said Premises.

11) The Purchaser/s hereby expressly consents and does not have objection to the redesigning of the Said Premises and other flats, relocating or shifting of any flats, parking space, building/s or the recreation area or internal roads, limited common areas, common areas, common landscapes, path-ways and passages and such other area or areas which the Developer may desire to realign and redesign or shift in the layout or which the Developer is required to realign or redesign due to planning constraints. The Developer shall also be entitled to relocate or shift the Said Premises if the same is on account of any regulatory requirement.

12) The Purchaser/s shall make all payments due and payable to the Developer together with relevant taxes, levies, duties, cesses etc., through an account payee cheque / demand draft / pay order / wire transfer / any other instrument drawn in favour of / to the account of the Developer, more particularly mentioned in the Fifth Schedule hereunder written. In case of any financing arrangement entered by the Purchaser/s with any financial institution with respect to the purchase of the Said Premises, the Purchaser/s undertakes to direct such financial institution to, and shall ensure that such financial institution does / deburse / pay all such amounts due and payable to the Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of / to the account of the Developer more particularly mentioned in the Fifth Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Fifth Schedule shall not be treated as payment towards the Said Premises. The Purchaser/s shall satisfy the Developer either through its banker's commitment or in such other manner as shall be determined by the Developer with regard to the security for the payment of each installment of the Sale Price.

13) The Purchaser/s agrees and confirms that the payment of all amounts mentioned herein including the Installments shall be made within the respective due dates provided, without any delay or default, in terms of this Agreement. The Purchaser/s agrees that the time for payment is the essence of the contract. An intimation forwarded by the Developer to the Purchaser/s that a particular stage of construction is completed shall be sufficient proof that a particular stage of construction is completed. The Purchaser/s agrees that his / her / their failure to receive notice from the Developer requiring such payment shall not be a plea or an excuse for non-payment of any amount or amounts.

14) The Purchaser/s agrees and confirms that in the event of delay / default in making payment of the service tax, VAT, GST, TDS or any such tax as called upon by the Developer, then without prejudice to any other rights or remedies available with the Developer under this Agreement, the Developer shall be entitled to adjust the said unpaid tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Purchaser/s.

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*[Signature]*

Madhu Sree Bansal

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