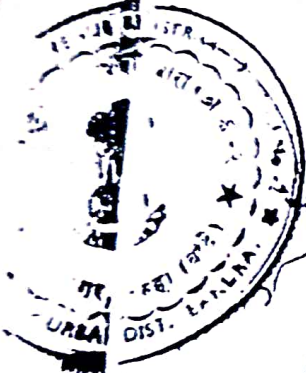




८२२	२४
२००२	



R.N. 32



THIS AGREEMENT is made at Bombay this 25TH day  
JANUARY 2002, BETWEEN M/S. OBEROI ASSOCIATES  
 partnership firm registered under the provisions of Indian Partnership Act, 1932,  
 having its office at Oberoi Trade Centre, Plot No. 69, Off New Link Road,  
 Andheri (West), Bombay 400 053 hereinafter referred to as "The Promoters"  
 (which expression shall unless it be repugnant to the context or meaning thereof  
 be deemed to mean and include the partners or partner of the said firm,  
 their/his/her heirs, executors and administrators) of the One Part,  
 MR./MRS./MIS. RAJESHKUMAR PARNIANAND AGARWAL  
 having address at JAIHIND BLDG NO. 2 BLOCK NO. 3 5TH FLOOR  
13 HULESHWAR MUMBAI - 400002 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 his/her/their heirs, executors,  
 administrators and assigns) of the Other Part.

GENERAL STAMP OFFICE  
 EXTENDED SALES COUNTER  
 MUMBAI BLDG. BANDRA (E)  
 MUMBAI - 400 051  
 MAHARASHTRA  
 INDIA

REGISTRATION NO. 00344301-  
 24.1.2002  
 MAHARASHTRA

1124711514

*Handwritten signature/initials*

*Handwritten signature*  
 DY. SUPERINTENDENT OF STAMP

(920)

पत्र-५:	
८२२	२८
१९९२	

**WHEREAS**

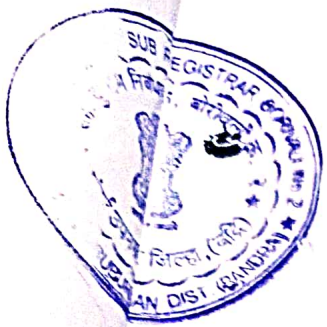
(i) M/s. Byaramjee Jeejeebhoy Pvt. Ltd. (BJPL) and/or Nanabhai Jeejeebhoy Pvt. Ltd. (NJPL) claiming to be the owners of land (including the portion which is the subject matter of this Agreement situate at Village Poisar, Kandivli (E), Bombay, admeasuring approximately 370 Acres, have by mesne agreements and arrangements agreed to sell the same to Bombay Real Estate & Development Co. Pvt. Ltd. (BREDCO);

(ii) M/s. Thakur Brothers Agricultural Farms (hereinafter referred to as "the Owners") claim to be in adverse possession in respect of 180 acres of land, out of the lands referred in para (i) above;

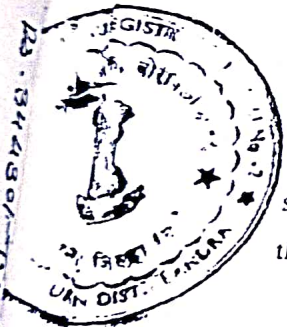
(iii) Consequent to certain proceedings and compromise thereof and by virtue of the Memorandum of Understanding dated 6th October, 1986, and Supplemental Memorandum of Understanding dated 21st January, 1992, between NJPL and BREDCO on the one hand and the Owners on the other hand, it is agreed that in respect of lands admeasuring 180 acres approximately, the Owners shall be entitled to free of cost use of permissible F.S.I. to the extent of 40% thereof;

(iv) By an Agreement dated 30th November, 1992 (hereinafter referred to as "the Principal Agreement"), the Owners agreed to grant and sell to the Promoters, in respect of the FSI (which includes balcony and staircase FSI) to the extent of 200000 sq.ft. out of the 40% of the total FSI available to them in respect of the lands admeasuring 180 acres (approximately) which pieces of land have therein been described as bearing Survey Nos.27, 31 and 54 and C.T.S. Nos.793, 818 and 836 in the schedule thereunder written and for the purpose of identification of the location of the site where the said 2,00,000 Sq. ft. FSI is to be constructed, a map is annexed to the Principal Agreement indicating in red boundary line, the lands whereon the said 2,00,000 sq. ft. FSI is to be located to and to be developed by the Promoters on the terms and conditions therein mentioned;

*Sample - 1*



By Reg  
R.N.22



GENERAL STAMP OFFICE  
EXTENDED SALES  
11/11



623 8/22  
2002

(v) In pursuance of the Principal Agreement, the Owners and the Promoters having filed Form 37-I as contemplated under Chapter XX-C of the Income Tax Act, 1961 and Income Tax Rules, the Appropriate Authority accorded its no objection vide order bearing No. AA/Bom.11685/93-94 dated 30th June, 1993, u/s 269 UL (3) thereof;

(vi) The property being the subject matter of the Principal Agreement is within the Bombay Urban Agglomeration in accordance with Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as "the ULC Act, 1976"), upon the application made in that regard the Additional Collector and the Competent Authority (ULC) Greater Bombay, by his Order No.C/ULC/D III/22/4741-4742-4743-4744 dated 23rd March, 1993 held that the lands with which the Principal Agreement is concerned is capable of being redeveloped u/s. 22 of the ULC Act, 1976;

(vii) In respect of a portion of the lands admeasuring 180 Acres for which necessary permission u/s. 22 of the ULC Act, 1976 has been issued, a lay out has been sanctioned as communicated vide letter bearing No.CHE/1586/LOR dated 9th February, 1995, addressed by Deputy Chief Engineer (Building Proposal, Western Suburbs), Bombay Municipal Corporation. The portion of lands in respect of such layout is sanctioned bears the following particulars.

C.T.S. No.	Survey No.	Area Sq.mtrs.
793 (part)	27 (part)	12,422.30
818 (part)	31 (part)	52,354.68
836 (part)	54 (part)	4,287.20
819 (part)	28 (part)	21,178.75
	<b>Total</b>	<b>90,242.93</b>

and the same is more particularly described in the First Schedule hereunder written (hereinafter referred to as "the larger property").



126

पत्र-५.		
८२३	५	४८
९००९		

(viii) From and out of the larger property, a site being pieces of land situate at Village Poiser, Taluka Borivali, Bombay Suburban District, Bombay City and Bombay Suburban bearing Survey No.27 (part) equivalent to C.T.S. No.793 (part) and Survey No.31 (part) equivalent to C.T.S. 818 (part) and more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said property") is demarcated for enabling the Promoters to construct buildings consuming 2,00,000 sq. ft. FSI as per the Principal Agreement. This site is part of larger property being the lands more particularly described in the Schedule to the Principal Agreement and the site is the said property viz. that described in the Second Schedule hereunder written;

(ix) The Bombay Municipal Corporation vide the I.O.D. dated 2nd March, 1995 bearing No.C.B/CB/9330BS/AR sanctioned building plans for construction of buildings on the said property consuming inter alia the 2,00,000 sq. ft. F.S.I. and issued Commencement Certificate dated 7th March, 1995. The copies of the IOD dated 2nd March, 1995 and Commencement Certificate dated 7th March, 1995 are annexed hereto and marked as Annexure 'A' & 'B'

(x) At the request of the Promoters by a writing dated 8th January, 1996 BREDCO has recorded and confirmed that it is aware that by virtue of the principal agreement a portion of the larger property being the said property is being developed by the Promoters and it shall execute such document including Indenture of Conveyance in favour of the Owners and/or their nominees;

(xi) A supplemental Agreement dated 1st July, 1996 is executed by and between the Owners of the one part and the Promoters of the other part whereby it was inter alia confirmed that the Promoters is entitled to construct buildings on the said property and sell flats and other premises therein as per the Principal Agreement;

(xii) In these circumstances, the Promoters became entitled to develop the said property by constructing buildings thereon of ground, 2 level podiums and 27 upper floors and is entitled to sell on ownership basis the flats constructed therein. The name of the Building shall be "OBEROI GARDENS".

*Signature*



बदर-५;	
८२३	६
२००२	६

(xiii) At the instructions of the Promoters M/s. Mahimtura & Co., Advocates & Solicitors have investigated the title of the Promoters in respect of the said property. The said Advocates & Solicitors, by their title certificate dated 29th July, 1996 opined that the title of the Owners to the said property is marketable and the Promoters is entitled to develop the-said property and construct the buildings thereon and sell and dispose of the flats constructed thereon. The copy of the said title certificate is also annexed hereto marked Annexure "C";

(xiv) The present layout, design and plans, got sanctioned may be required to be amended from time to time by the Promoters. The Purchaser is entering into the present arrangement knowing fully well that the scheme of development proposed to be carried out by the Promoters on the said property is very large, therefore, the Promoters may require to amend, from time to time, the building plans and design and the Purchaser confirms that it has no objection to the Promoters making such amendments and only on the Purchaser's such confirmation, this Agreement is being entered into.

(xv) The Purchaser has demanded from the Promoters and the Promoters have given inspection to the Purchaser of all documents of title relating to the said property including the plans, designs and specifications prepared by the Promoters' Architects, the Certificate of Title, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said M.O.F. Act") and the rules made thereunder.

(xvi) Under Section 4 of the said M.O.F Act, the Promoters are required to execute a written agreement for sale of the said premises to the Purchaser being in fact these presents and also to register the said Agreement under the Indian Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The Purchasers agree to acquire from the Promoters and the Promoters agree to allot to the Purchasers premises being Flat No. 603-A on the E-7A floor, admeasuring 695 sq. ft.. (super built-up) <sup>Equal to 556 Sq. Ft</sup> and one car parking space No. — on — podium level/under stilts in the said building known as

*Signature*



Handwritten notes at top left: "Kandivalli" and other illegible scribbles.

Handwritten number in a circle: (489)

Office of the  
Ex. Eng. Bldg. Prop. (N/S) P. & R. Ward  
Dr. Babasaheb Ambedkar Market Bldg.  
Kandivalli (West), Mumbai-400 067.

वदर-५.		
४८२	४४	४८
२००३		
MUMBAI		

**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**NO. CHE/9330/BP (WS) AR OF**

**19 APR 2001**

To,  
Shri. K.E. Vaid.  
C.A. to Owner.

Sub : Permission to occupy the completed bldg.No.1 on plot bearing C.T.S.Nos.792/5,792/10 to 14 of Village Poisar,situated at Kandivali (East).  
\*\*\*\*\*

Sir,  
Ref : Your Arch's letter dated 20.2.2001  
\*\*\*\*\*

The development work of building No.1 comprising of Wings 'A', 'B', and 'C' Stilt + 2 level podium + 27 upper floors on plot bearing C.T.S.No.792/5, 792/10 to 14 of Village Poisar, situated at Kandivali (East) completed under the supervision of Shri M.G. Sambhare, Licenced Architect having Lic. No. CA/76/3098, Shri Pravin Gala, Licenced Structural Engineer, having Licence No. STR/11 and Shri A.V. Jhanjee, Lic. Site Supervisor, having Licence No.J-3-SS-I, may be occupied on the following conditions.

1. That the certificates U/s 270A of B.M.C.Act shall be obtained from A.E.W.W.R/South and a certified copy of the same shall be submitted to this office.
2. That all the terms and conditions of the approved layout/sub-division/amalgamation shall be complied with.
3. That the laying of the water main as per the undertaking submitted in H.E.'s Deptt. shall be complied with.
4. That 4/5 trees shall be maintained as per N.O.C. from S.G. planted on site.hereof.
5. That the T.D.R. certificate duly deducted shall be submitted before B.C.C.
6. That the Co-Op.Society shall be formed and registered within three months from the date of issue hereof, or before B.C.C. whichever is earlier.

A set of plan duly signed is returned herewith in token of approval.

**CERTIFIED TRUE COPY**

*Sambhare*

**For G. D SAMBHARE & CO.**  
ARCHITECTS

Yours faithfully



*Prasad*  
19/4/01  
Ex. Engineer. Bldg. Proposal  
(Western Suburbs) R



23/01/2024

SBI

RASMECC Panel

Bhushan

(94)

This I.O.D./C.C. is issued Subject to the provisions of Urban Land (Ceiling and Regulation) Act, 1976

Office of the Ex. Eng Bldg Prop. (W/S) P & R. Ward Dr. Pabansheb Ambedkar Market Bldg. Kandivall (West), Mumbai-400 067.

बदर-१	
८२२	३४
२००२	

MIRIAM MUMBAI MAHANAGARPALIKA FORM "A"

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 NO. CHE/ 9330 /BP (WS) P & R - 7 MAR 1995

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section 44 of the Maharashtra Regional and Town Planning Act (Maharashtra Act No. XXXVII of 1961) to Shri K.E. Vaid of BLD/DCU C.A. to "Honahoy Jiji Pvt. Ltd. Bldg. No. 1. APPLICANT, to the development work at premises at Street No. Survey No. 27(pt), 28(pt), 29(pt), 30(pt), 31(pt), 32(pt), 33(pt), 34(pt), 35(pt), 36(pt), 37(pt), 38(pt), 39(pt), 40(pt), 41(pt), 42(pt), 43(pt), 44(pt), 45(pt), 46(pt), 47(pt), 48(pt), 49(pt), 50(pt), 51(pt), 52(pt), 53(pt), 54(pt), 55(pt), 56(pt), 57(pt), 58(pt), 59(pt), 60(pt), 61(pt), 62(pt), 63(pt), 64(pt), 65(pt), 66(pt), 67(pt), 68(pt), 69(pt), 70(pt), 71(pt), 72(pt), 73(pt), 74(pt), 75(pt), 76(pt), 77(pt), 78(pt), 79(pt), 80(pt), 81(pt), 82(pt), 83(pt), 84(pt), 85(pt), 86(pt), 87(pt), 88(pt), 89(pt), 90(pt), 91(pt), 92(pt), 93(pt), 94(pt), 95(pt), 96(pt), 97(pt), 98(pt), 99(pt), 100(pt) of village Poisar, situated at Kolipada I Layout, Kandivall (E.).

on the following conditions viz.:

1. This certificate is liable to be revoked by the Municipal Commissioner for Greater Bombay 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 Bombay is contravened or not complied with (c) the Municipal Commissioner for Greater Bombay is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an 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. the Municipal Commissioner has appointed Shri H.S. KHAN, Executive Engineer to exercise his powers and functions of the Planning Authority under sec. 45 of the said Act.

2. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
3. This commencement certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
4. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.
5. This C.C. is valid upto \_\_\_\_\_

CERTIFIED TRUE COPY  
A.V. Jyaman  
G. D. BAMBHARE  
ARCHITECT

For and on behalf of Local Authority  
The Municipal Corporation of Greater Bombay

Executive Engineer Building Proposal (WS) P & R  
FOR  
MUNICIPAL COMMISSIONER FOR GREATER BOMBAY

622 34 42  
2002

3301 BPC (w.s.)/AR.

(942)

- 2 -

The land vacated in consequence of the enforcement of the setback land line/road widening line shall form part of the public street.

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.

This permission does not entitle you to develop land which does not vest in you.

*C. H. ...*  
7/3/95

Executive Engineer Bldg. Proposals  
(Western Suburbs) 'R'.

P/6/3.

9) This C.C. is extended for stilt + 14 floors only 'B', & 'C' as per approved plans, above podium.



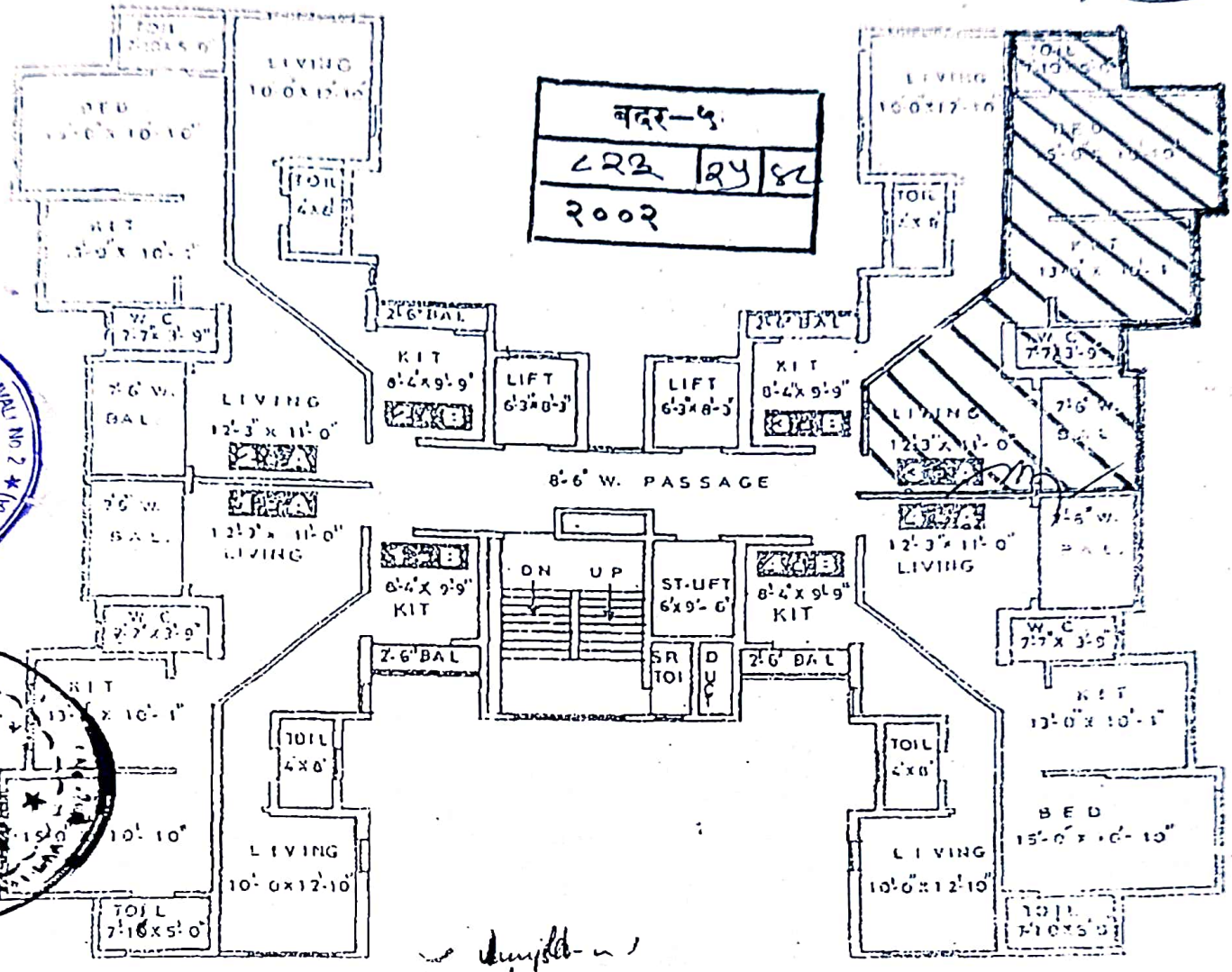
30 NOV 1995

*A. E. B. P. 2/11/95*





982



TYPICAL FLOOR PLAN

OBEROI GARDENS - I / (HK) / III

FLAT NO. (HK)

Proposed building on plot bearing Survey No. 27 (part), C.T.S. No. 793 (part) and Survey No. 31 (part) C.T.S. No. 818 (part) situated at Village Poisar, Taluka Borivali, Mumbai.

