



महाराष्ट्र MAHARASHTRA

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एन. एन. सी. बिल्डिंग - ६९६  
महाराष्ट्र, मुंबई, भारत  
सर्वे. नं. / सी. / सी. नं. / सी. नं.  
महाराष्ट्र राज्य सरकार, मुंबई  
महाराष्ट्र

4 MAR 2013

HDFC REALTY LIMITED  
RAMON HOUSE,  
H.T. PAREKH MARG,  
169, BACKBAY RECLAMATION,  
CHURCHGATE, MUMBAI-400 020.

मुद्रांक विभाग  
मुंबई कार्यालय

**OFFICE SHARING AGREEMENT**

THIS OFFICE SHARING AGREEMENT (hereinafter referred to as "Agreement"), entered into at Mumbai this the 15 day of March, 2013, by and between

**HDFC Sales Private Limited**, a Company registered under the Companies Act, 1956 and having its registered office at Ramon House, 6<sup>th</sup> floor, H.T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 020, hereinafter called the "HDFC Sales" (which expression shall include its successors and assigns) of the One Part;

And

NOW THEREFORE, in consideration of the mutual promises and benefits to be derived by the Parties, they do hereby agree to the following:

1. The Parties have agreed to share the Office Premises jointly in terms of this Agreement.
2. This Agreement shall commence from April 1, 2012 and shall remain operative until it is mutually terminated by the Parties.
3. HDFC Realty hereby agrees to pay to HDFC Sales a monthly sharing fee based on per employee basis for the use and enjoyment of the Office Premises at various locations as detailed in the Annexure-I hereto (hereinafter referred to as "**Sharing Fee**").
4. For the period from April 1, 2012 to March 31, 2013 HDFC Realty agrees to pay consolidated Sharing Fee of Rs..... [Rupee .....only] to HDFC Sales by April 30, 2013 and thereafter from April 1, 2013 onwards HDFC Realty shall pay Sharing Fee every month by 7th of each English calendar month on receipt of invoice before 5<sup>th</sup> of the each English calendar month for which it pertains by account payee cheque drawn in favour of "HDFC Sales Private Limited". Provided that the said Sharing Fee shall be subject to deduction of tax at source (TDS) as applicable under the provisions of the Income Tax Act, 1961.
5. HDFC Sales shall charge Service Tax as per the provisions of the Law as applicable from time to time.
6. HDFC Realty shall pay the Sharing Fee (including the service tax applicable) to HDFC Sales after deducting Income Tax as per rates prescribed under the relevant provisions of the Income Tax Act, 1961 and shall provide HDFC Sales with the Tax Deduction Certificate periodically as per the provisions of the Income Tax Act, 1961, HDFC Sales shall provide a self attested photocopy of the PAN card to HDFC Realty.
7. All the other terms and conditions as well as the agreements contained in the Leave and License Agreement shall continue to be valid and binding upon the Parties, as though the same had been reproduced herein.

In witness whereof the parties hereto have executed and delivered these presents, on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by  
HDFC Sales Private Limited by its  
CEO/Authorized Representative,

Mr. Gautam Bhagat



In the presence of



Ms. Monica Khatri

SIGNED AND DELIVERED by the HDFC  
Realty Ltd by its CEO/ Authorized  
Representative

Mr. Vikram Goel



In the presence of

Mr. Shivkumar Menon





9. The Parties agree to post separate sign board and make evident wherever possible that they are separate entities. Nothing contained in this Agreement shall be construed in any way to form a partnership or agency between the Parties.
10. Stamp duty, registration charges as well as all other charges payable with respect to the office sharing arrangement provided under this Agreement shall be borne and paid by the Parties equally.
11. HDFC Realty hereby agrees to share its recruitment plan from time to time with HDFC Sales and HDFC Sales agrees to inform HDFC Realty about its further expansion of Office Premises or any existing Office Premises is being closed in future.
12. The Parties agree that the arrangement as contemplated and recorded has been undertaken by the Parties in past. It is hereby recorded that this Agreement shall also be deemed to be the deed of confirmation of the said arrangement in addition to the other terms governing the relationship between the Parties on an ongoing basis.
13. The Parties agree that any dispute or differences arising out of or in connection with of the provisions above shall be resolved amicably by the Board of Directors of both the Parties.
14. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

*HPAT*

*[Signature]*

And

**HDFC Realty Limited**, a Company registered under the Companies Act, 1956 and having its registered office at Ramon House, 6<sup>th</sup> floor, H.T. Parekh Marg, 169, Backbay Reclamation, Mumbai 400 020, hereinafter called the "**HDFC Realty**" (which expression shall include its successors and assigns) of the Other Part:

HDFC Sales and HDFC Realty are hereinafter collectively referred to as Parties and individually as separately identified as Party wherever the context requires

#### WHEREAS

1. HDFC Sales has entered into leave and licence agreement with respect to the office premises in different locations as more particularly detailed in the Annexure-I hereto (hereinafter referred to as "**Office Premises**") on leave and license basis vide various Leave and License Agreements (hereinafter referred to as "**Leave and Licence Agreement**");
2. In terms of the Leave and License Agreement, HDFC Sales has the right to sub-let the Office Premises or portion of the Office Premises to any or all of the group companies of its parent company HDFC Ltd;
3. HDFC Sales is desirous of sharing the Office Premises to one of the group company of HDFC Ltd namely HDFC Realty; and
4. HDFC Realty being one of the group company of HDFC Ltd is also desirous to use and occupy the Office Premises on sharing basis with HDFC Sales and has requested HDFC Sales to share the Office Premises taken on leave and license basis;
5. HDFC Sales and HDFC Realty have been under negotiation from April 01, 2012 with respect to the terms to use and occupy the Office Premises on sharing basis and after successful negotiation, the Parties have agreed to enter into this Agreement on the terms and conditions hereinafter contained
6. The Parties have further agreed to use and occupy the Office Premises on sharing basis by HDFC Realty from April 1, 2012 until it is mutually terminated by the Parties and shall be deemed to have



ANNEXURE 1

LOCATION	SUB LOCATION	ADDRESS
AHMEDABAD	PRALADHNAGAR	OFFICE NO 103, 1 ST FLOOR ASHIRWAD PARAS OPP.PRALADHNAGAR GARDEN AHMEDABAD
BANGALORE	ADUGODI	2RD FLOOR NC. 48/49, 50/51 LASKER HOSUR ROAD ADUGODI BANGALORE 560030
BANGALORE	MANYATA	1ST FLOOR OF FOOD COURT BUILDING BLOCK E-1, MANYATA EMBASSY BUSINESS PARK DUTER RING RD BANGLORE-560045
BHUBANESHWAR	BHUBANESHWAR	PLOT NO-698,BEHERA SAHI OPP.NABARD, 2ND FLOOR ABOVE SBI PERSONAL BANKING BRANCH NAYAPALLI, BHUBANESWAR ODISHA 751012
CHANDIGARH	CHANDIGARH	5CO-183 SECTOR-34C CHANDIGARH 160022
CHENNAI	ASHOK NAGAR	OLD NO.6* NEW NO.106 4TH AVENUE ASHOK NAGAR CHENNAI 600083
CHENNAI	PERGUNDI	MOTI TOWERS 131/2A IN PALAVAKKAM VILLAGE OLD MAHABALIPURAM ROAD PERUNGUDI (P.O.) CHENNAI 600096
DEHRADUN	DEHRADUN	ANSHUMAN PLAZA, 33/1, MANSINGHWALA ROAD OPP. DAV INTER COLLEGE DEHRADUN - 248001
DELHI	VASANT VIHAR	C-17, 3RD FLOOR C-BLOCK MARKET 15C-I VASANT VIHAR NEW DELHI 110057
DELHI	DWARKA	SHOP NO. F-4 & F-5, 1ST FLOOR, T1 SHIVALIK NAGAR, B.H.E.L. HARIDWAR - 249403
DELHI	FARIDABAD	TB-12, IIIRD FLOOR CROWN PLAZA, SECTOR 15 A, FARIDABAD, HARYANA
DELHI	KAUSHAMBI	511/512, 5TH FLOOR K.M.TRADE TOWER KAUSHAMBI GHAZIABAD UTTAR PRADESH 201010
DELHI	VAISHALI	SF -CS31, ANSAL PLAZA COMPLEX VAISHALI GHAZIABAD - 201010
DELHI	GURGAON	C-011C, 1ST FLOOR SUPERMART 1 DLF CITY, PHASE 4 GURGAON HARYANA 122007



INDORE	INDORE	MILINDA MANOUR, 4 FLR, RNT MARG, INDORE -425001
JAIPUR	JAIPUR	F1 1ST FLOOR ROSHAN TOWER GOPINATH MARG JAIPUR 302001
KOCHI	CALICUT	5/846 H J, SUMATHY BLDGS, SASTRI NGR, NR CUSTOMS OFFICE, NADAKKAVU PASSPORT OFFICE CROSS RD, ERANHIPALAM PO, CALICUT 673 006
KOCHI	KOTTAYAM	KALLELIMANNIL BUILDINGS, KANJIKUZHY - ERANJAL RD OPPOSITE MT CARMEL SCHOOL MUTTAMBALAM, P.O, KOTTAYAM KERALA PIN: 686004
KOCHI	THRISSUR	NO.20/609/5/ 1ST FLR, PANKAJ ARCADE, KOTTAPURAM M.G ROAD THRISSUR -680001
KOLKATA	KOLKATA	DEMARCATED GROUND AND 1ST FLOOR AT 220/1, HEMANTA MUKHERJEE FARANI, KOLKATA-700029
LUCKNOW	LUCKNOW	1ST FLOOR TAJ PLAZA BUILDING MADAN MOHAN MALVIYA MARG OPPOSITE KRISHI BHAWAN, HAZRAT GUNJ LUCKNOW 226001
MUMBAI	ANDHERI	UNIT NO 211, 2ND FLR, SHREEPAL COMPLEX, SUREN RD, ANDHERI (E) MUMBAI 400 053
MUMBAI	BELAPUR	502, SHARDA TERRACES SEC-11 PLOT NO.65 CBD BELAPUR NAVI MUMBAI 400614
MUMBAI	THANE	201, SECOND FLOOR RUTU BUSINESS PARK BEHIND VRUNDAVAN SOCIETY, R W SAWANT MARG MAJIWADA, THANE WEST MUMBAI 400502
MUMBAI	VIRAR	SHOP NOS.07,08,09 & 10 1ST FLOOR KINGSTON TOWER 100 FEET ROAD, OPP-VIVA COLLEGE VIRAR WEST MUMBAI 401303
NASHIK	NASHIK	2RD FLOOR JONDHALE COMPLEX OPP TO KULKARNI GARDEN SHARANPUR ROAD NASHIK 422002
PUNE	HADAPSAR	MANISHA BLITZ APARTMENTS PUNE SOLAPUR ROAD 2ND FLOOR ABOVE VODAFONE, VAIDU WADI PUNE 411028
PUNE	PUNE- NAVI PETH	2ND FLOOR, GLOBAL TRADE CENTER RAMBAUG COLONY, LBS MARG ABOVE HDFC BANK NAVI PETH

