

AGREEMENT FOR SALE

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this day of 20.....

BETWEEN:

M/S. KEY TECH, a Partnership Firm, registered under the Indian Partnership Act, 1932, having its office at G/B, Shiv Chhaya, Sir M.V. Road, Andheri (East), Mumbai-400 069, hereinafter referred to as “**THE PROMOTERS**” (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include the Partners for the time being and from time to time of the said firm and the last survivor of them, his/her/their heirs executors, administrators and assigns) of the **ONE PART**;

AND

MR./ MRS./M/S.
.....
.....
.....
.....
having address at
.....

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

hereinafter referred to as “**THE PURCHASER**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, in case of individuals, his/her/their heirs, executors, administrators, and in case of firm, its partners/proprietor for the time being and from time to time and the last survivor of them and in case of Company, its successor-in-title and assigns) of the **OTHER PART**.

The expression “**Purchaser**” hereinafter shall be deemed to mean and include the singular and the plural thereof (male/female).

WHEREAS:

- A) At all material times, Harshad S. Patel, Snehal S. Patel, Rohit S. Patel and Miral S. Patel, the Partners of M/s. Venus Steel Products (India), were the owners of and absolutely seized and possessed of or otherwise well and sufficiently entitled to all that pieces or parcels of lands bearing C.T.S. No. 280 and 280/1, of Village Bandivali and C.T.S. No. 469 of Village Oshiwara, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, aggregately admeasuring 7005.2 Square Meters or thereabouts (hereinafter referred to as “**the said Larger Property**”);
- B) By a Deed of Conveyance dated 25th February 2008, registered with the Sub-Registrar of Assurances, Andheri-1 at Bandra, Mumbai, under Serial No. BDR-1/2025/2008 on 26th February 2008, made between Harshad S. Patel, Snehal S. Patel, Rohit S. Patel and Miral S. Patel, the Partners of M/s. Venus Steel Products (India), therein called the Vendors of the one part and the Promoters herein, therein called the Purchasers of the other part, the Vendors named therein, sold, conveyed and transferred unto and in favour of the Promoters, all that piece or parcel of land bearing C.T.S. No. 280 (Part), admeasuring 3601.48 Square Meters or thereabout, of Village Bandivali, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, more particularly described in the Fourth Schedule thereunder written (hereinafter referred to as “**the First Property**”), at or for the consideration and on the terms and conditions stated therein, out of the said larger property;
- C) Subsequently, in response to the application made by M/s. Venus Steel Products (India) to the Collector, MSD, for correct measurement and demarcation of the said larger property, after the due process of verification by the office of the Collector, MSD, by an order dated 3rd January 2009, the Collector, MSD, cancelled the then exiting C.T.S No. 280/1 of Bandivali

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

Village and C.T.S. Nos. 453 and 469 of Oshiwara Village and merged the same into C.T.S. No.280 of Bandivali Village and declared the correct area of the said C.T.S. No.280 of Bandivli Village as admeasuring 7612.30 Square Meters and in pursuance thereof new Property Card thereof was issued;

- D) Thereafter, by a Deed of Conveyance dated 16th January 2009, registered with the Sub-Registrar of Assurances, Andheri-1 at Bandra, Mumbai, under Serial No. BDR-1/421/2009 on 16th January 2009, made between Harshad S. Patel, Snehal S. Patel, Rohit S. Patel and Miral S. Patel, the Partners of M/s. Venus Steel Products (India), therein called the Vendors of the one part and the Promoters herein, therein called the Purchasers of the other part, the Vendors named therein, sold, conveyed and transferred unto and in favour of the Promoters, all that piece or parcel of land bearing C.T.S. No. 280 (Part), admeasuring 271.55 Square Meters or thereabouts, situate, lying and being at Village Bandivali, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, more particularly described in the Fourth Schedule thereunder written (hereinafter referred to as “**the Second Property**”), at or for the consideration and on the terms and conditions stated therein, out of the said larger property retained by M/s. Venus Steel Products (India);
- E) On an application made by the Promoters, by an order dated 16th February 2009, the Collector, MSD, sub-divided the said larger property and in pursuance thereof the First Property and the Second Property purchased by the Promoters was allotted a New C.T.S. No. 280/B, situate, lying and being at Village Bandivali, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, of an area admeasuring 3873.03 Square Meters;
- F) The First Property and the Second Property, individually, are hereinafter collectively referred to as “**the said Property**” and more particularly described in the Schedule hereunder written;
- G) The Government of Maharashtra, in exercise of powers vested in it, by clause (c) of Sub-Section (1) of Section 40 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) and all other Powers enabling it in this behalf, appointed the Mumbai Metropolitan Region Development Authority (‘**MMRDA**’ in short) as the Special Planning Authority for Planning and Development of the District Centre at Oshiwara (hereinafter referred to as “**the Oshiwara District Centre Notified Area**”),

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

as more particularly described in Govt. Notification No. TPB/4382/26/UD-5, dated 18th June 1982;

H) In exercise of its powers conferred by clause (d) of Sub-Section (3) of Section 40 of the M.R.T.P. Act, the MMRDA submitted to the Government its proposals for development of lands within the Oshiwara District Centre Notified Area, being the lands either belonging to or vested in it or acquired or proposed to be acquired by it under the provisions of Section 116 read with Section 126 of M.R.T.P. Act and in accordance with the provisions contained in clause (d) of Sub-Section (3) of Section 40 of the said Act and accordingly the State Government promulgated the Notification No. TPB/4391/2885 UD-11, dated 16th January 1992 recording its approval in this behalf (hereinafter referred to as **“the said approved planning proposals”**);

I) The said approved Planning proposals provided in paragraphs 6.5.2 and 6.5.3, as follows:

“6.5.2 In the guided development of land by land owners participation, it is envisaged that the lands will be acquired by the M.M.R.D.A. for a nominal acquisition price of Rupee One. The acquired lands will be re-released to the same owners for a period of 60 (sixty) years on lease for undertaking development as per M.M.R.D.A.’s planning proposals on payment of lease premium as stipulated in para ‘6.5.3’. The land owners will be responsible for carrying out all on-site infrastructure development at their cost and will be free to sell the building in the open market. The infrastructure services which already exist in the area need to be augmented.

6.5.3. With a view, to meet the cost of infrastructure development it is proposed to charge lease premium at the rate of Rs.750/-;

J) The said Property being a part of the Oshiwara District Centre Notified Area, by a Deed of Conveyance dated 4th May 2009, registered with the Sub-Registrar of Assurances at Andheri-4 at Bandra, Mumbai, under Serial No.BDR-15/5702/2009, the Promoters sold, transferred and conveyed the said Property unto and in favour of the MMRDA, at and for the consideration and on the terms and conditions more particularly recorded therein;

K) Simultaneously with the execution of the said Deed of Conveyance, by a Lease Deed dated dated 4th May 2009, registered with the Sub-Registrar of Assurances at Andheri-4 at Bandra, Mumbai, under Serial No.BDR-15/5703/2009, the MMRDA demised and granted a lease of the said

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

Property, unto and in favour of the Promoters, for a term of 60 years commencing from the date of the said Lease Deed, at and for the said lease premium and on the lease rent and on the terms and conditions more particularly recorded therein;

- L) Subsequently, upon the demarcation of the said Property being carried out by the MMRDA it was observed that the said Property was affected by the reservations of land use as per the plan of the sanctioned planning proposal of Oshiwara District Centre and found that certain portions of the said Property was reserved for Pedestrian Plaza and Nalla and the remaining portion admeasuring 2977.17 Square Meters was in the Commercial Transformation Zone, and therefore, by a Deed of Rectification dated 25th April 2011, registered with the Sub-Registrar of Assurances at Andhri-2 at Bandra, Mumbai under Serial No.BDR-4/3658/2011, made between the MMRDA and the Promoters, the area of the said Property demised and leased under the said Lease Deed dated 4th May 2009, came to be rectified and corrected as admeasuring 2977.17 Square Meters, as therein mentioned;
- M) The Promoters are thus entitled and enjoined upon to construct buildings on the said property in accordance with the recitals hereinabove and the Promoters are in possession of the said property;
- N) By a Deed of Mortgage dated 24th November 2016, registered with the Sub-Registrar of Assurances, Andheri-6 at Bandra, Mumbai, under Serial No.BDR-17/9659/2016, made between the Promoters herein, therein called the Mortgagor, M/s. Triumph Builders LLP, therein called the Borrower and State Bank of India, therein called the Mortgagee, the Promoters have created a Mortgage without possession on the said Property in favour of the State Bank of India as and by way of collateral security for repayment of loan of Rs.25 Crores granted by the said Bank to M/s. Triumph Builders LLP together with interest, costs and other charges thereon, as more particularly stated therein;
- O) Before creating the said Mortgage on the said Property in favour of the State Bank of India, on an application made by the Promoters, the MMRDA, by its letter bearing No. LC/ODC-Key Tech/280-B/2069/2016 dated 10th November 2016, granted its consent to mortgage the said property for obtaining loan of Rs.25 Crores from State Bank of India, on the terms and conditions stated therein;
- P) In the premises aforesaid the Promoters are entitled to develop the said Property and with that purpose the Promoters had submitted a proposal to the

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

MMRDA for construction of the commercial building on the said Property, comprising of two Wings viz. Wing-‘A’ and Wing-‘B’ and one mechanical car parking tower for stake car parking, which was scrutinized by the MMRDA and the Deficiency Letter dated _____, thereon was issued by the MMRDA. Upon the Promoters removing the deficiencies and complying with the requirements under the said Deficiency letter, the MMRDA had issued the Commencement Certificate (“C.C.”) dated 18th October 2011, bearing No. TCP(P-2)/ODC/CC/3.113/1290/2011, for construction upto plinth level for the proposed building consisting of Ground + 7 upper floors, which was extended by the MMRDA, from time to time. Subsequently, the plans were amended which was also scrutinized by the MMRDA and the Deficiency Letter dated _____, thereon was issued by the MMRDA. Upon the Promoters removing the deficiencies and complying with the requirements under the said Deficiency letter, the MMRDA issued the Additional Commencement Certificate bearing No. TCP (P-2)/ODC/CC/3.113/1440/2015 dated 16th October 2015 for construction of the said building and for Car Parking Tower. The authenticated copies of the said Deficiency Letters dated _____ and _____ Commencement Certificates dated 18th October 2011 and 16th October 2015, are annexed hereto as **ANNEXURES-“I” to “IV”**, respectively;

- Q) The authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as **ANNEXURE-‘V’**;
- R) The Promoters accordingly commenced construction of the said building and mechanical car parking tower for stake car parking in accordance with the said plans;
- S) The Promoters have specifically informed the Purchaser that the Promoters are proposing to further amend the said plans and are thus proposing to and will construct the said building consisting of Ground + 13 or more Upper Floors, containing shops / commercial premises on the Ground Floor commercial premises on the upper floors and the terrace above the top floor and a mechanical car parking tower of 29 levels adjoining to the said building. The Purchaser is, therefore, aware that the Promoters shall be required to further amend the said plans which have been sanctioned at present, interalia, for the purpose of construction of additional floors on the said building by loading, consuming and utilizing the additional F.S.I., if any, as permissible under the Development Control Regulations of the MMRDA

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

for the time being and from time to time in force, after obtaining sanctions and permissions from the MMRDA to the amended or revised or new building plans as the Promoters at their own discretion may deem fit and proper, at any time hereafter and the Purchaser has hereby and by signing and executing this Agreement granted/given his/her/their irrevocable no-objection and consent to the Promoters as contemplated under the provisions of Section 14 (2) of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder, for the said purposes;

- T) The authenticated copies of the plans of the Layout proposed to be put up by the Promoters and according to which the construction of the said building and open spaces proposed to be provided for on the said project have been annexed hereto and marked as ANNEXURE-‘VI’;
- U) While sanctioning the aforesaid said plans the MMRDA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the said Property and also to be observed and performed by the Purchasers/Allottees of various premises in the new building, including the Purchaser herein, and upon due observance and performance of which only the occupation and completion certificates in respect of the said Building shall be granted by the MMRDA;
- V) Similarly, while sanctioning the said plans the MMRDA has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the MMRDA with open space concessions/deficiencies;
- W) Similarly, while sanctioning the said plans the MMRDA has obtained from the Promoters various undertakings and Indemnity Bonds in favour of the MMRDA and thereby agreed and undertook, interalia;
- i) That in default of compliance of any of the condition of the Deficiency Letters and C.C. the said permissions granted to the Promoters will be deemed to be cancelled and decision of the MMRDA in such condition will be binding on the promoters;
- ii) That, the set-back/ D.P. Road in respect of the said Property will be handed over to MMRDA free of cost and without claiming any compensation thereof in lieu of the FSI claimed in the proposed development shall be misused;
- iii) That no portion of the built up areas, which are free of FSI under the D.C. Regulations or by paying premium, provided on the concerned floors of the said buildings shall be misused;
- iv) That, if the abovementioned areas are misused at any time in future the penal premium shall be payable for all such areas @ five times the rate of lease

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

premium paid for the allotment of the said Plot or as per the rate that will be decided by the MMRDA and to immediately remove the entire misuse at their cost.

- v) That the MMRDA will not be held liable for any failure of mechanized parking system or nuisance due to the same, in future and to indemnify the MMRDA against any litigation in respect thereof;
- vi) That the excess area if constructed beyond permissible FSI will be demolished;
- X) The Promoters have provided to the Purchaser the copies of the aforesaid undertakings and the Purchaser hereby agree and undertake to abide by the undertakings given thereunder as if the same are given by the Purchaser, insofar as the same relates to the Purchaser. The Purchaser further agree and undertake, interalia, as follows:
- i) That the meter cabin, stilt portion, society office, servant toilets, pocket/part terrace will not be misused at any time in future;
- ii) That the open spaces, elevation features, chajjas, ornamental projections, stilt portion, parking spaces, voids, canopy and areas claimed free of F.S.I., if any, shall not be misused in any manner at any time and in future;
- iii) That he/she/they will not object the adjoining plot holders for the development of their respective plots with open space deficiency and all society members should be made aware of the fact about the inadequate open space of the building and NOC for the development of existing buildings in the adjoining plots shall be given as and when they come forward for their development of property with deficient open space;
- iv) That the Fungible F.S.I. is proposed to be utilized on the plot under reference as per the concession availed from the Commissioner, MMRDA;
- Y) The Promoters have entered into a standard agreement with an Architect Mr. Bhupendra Patrawala, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects; and the Promoters have appointed the Structural Engineers, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said buildings and the Promoters accepts the services of the Architect and Structural Engineer till the completion of the said building;

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

- Z) In the premises aforesaid, the Promoters have the sole and exclusive right to allot/sell all flats and other premises in the said buildings which is being constructed on the said Property and proposed to be known as **“Key Teck Park - Wing-“A” and Key Teck Park - Wing –“B”**, on what is commonly known as “Ownership Basis” and to enter into agreements with the Allottees of the said premises and to receive the sale price in respect thereof;
- AA) The Purchaser has/have inspected the said Plans, Deficiency Letters, C.C., and the title documents. The Purchaser has/have accepted the Title Certificate in respect of the said Property dated 14th July 2017, issued by M/s. Mehta & Co., Advocates & Solicitors for the Promoters, a copy whereof is annexed and marked as **ANNEXURE-“VII”**. The Purchaser has/have fully satisfied himself/herself/themselves about the leasehold rights of the Promoters to the said Property and to develop and construct the said buildings and to allot/sale the Flats and premises therein in the manner herein contained and the Purchaser has/have agreed that he/she/they shall not be entitled to raise any requisition/query/demand upon the Promoters with regard thereto;
- BB) The Purchaser hereby admit and confirm that he/she/they had demanded from the Promoters and the Promoters have given inspection to the Purchase of all the documents referred to hereinabove viz. of title relating to the said Property, permissions, approvals, sanctions, plans, designs, specifications sanctioned by the MMRDA and other concerned authorities as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the said Act and the Rules and Regulations thereunder and that at the specific request made by the Purchaser the Promoters have furnished to the Purchaser the photo copies of all the said documents prior to the execution of this Agreement and the Purchaser do hereby admit, acknowledge and confirm the receipt thereof from the Promoters;
- CC) The Purchaser has applied to the Promoters for allotment of a Shop / Commercial Premises bearing **Shop / Office No._____**, on the **Floor** in the said Building proposed to be known as **“Key Teck Park -Wing-“A”/Wing-“B”** (hereinafter referred to as **“the said Premises”**) and which is being constructed on the said Property;
- DD) The carpet area of the said Premises is Square Meter, and “carpet area” means the net usable floor area of the Flat, excluding the

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Premises for exclusive use of the purchaser, but includes the area covered by the internal partition walls of the Flat;

- EE) Before allotting the said premises by the Promoters to the Purchaser, at the request made by the Promoters, the State Bank of India has by its letter dated _____ granted its no objection and consent for allotment and sale of the said premises. A copy of the said letter is annexed and hereto and marked as **ANNEXURE-“VIII”**;
- FF) Relying upon the said application, declaration and agreement, the Promoters agreed to sell to the Purchaser, the said Premises at the price and on the terms and condition hereinafter appearing;
- GG) The Promoters have got some of the approvals from the concerned local authority to the plans, the specifications, elevations, sections and of the said building and mechanical car parking tower for stake car parking and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.
- HH) The Promoters have registered the Project under the provisions of the said Act with the Real Estate Regulatory Authority at Mumbai under Project Registration No. _____. A copy of the said Registration Certificate is annexed hereto and marked as **ANNEXURE-“IX”**;
- II) Under Section 13 of the said Act the Promoters are required to execute a written Agreement for allotment and sell of the said Premises to the Purchaser, being in fact these presents and also to register the said Agreement under the Registration Act, 1908.

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

1. The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2. The buildings which are proposed to be constructed by the Promoters on the said Property more particularly described in the Schedule hereunder written are proposed to be known as **Key Teck Park -Wing-“A” & Key Teck Park -Wing-“B”**, consisting of Ground + 13 or more Upper Floors and the terrace

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

above the top floor (hereinafter referred to as “**the said Buildings**”), and a Mechanical Car Parking Tower adjoining to the said building **Key Teck Park -Wing-“A”** (hereinafter referred to as “**the said Parking Tower**”), in accordance with the plans and specifications sanctioned, from time to time and further amended and sanctioned by the MMRDA as recited hereinabove.

3. The Purchaser hereby agree and confirm that the Promoters are entitled to amend the plans in respect of the said Building and Mechanical Car Parking Tower, interalia, for obtaining permissions and approvals from the MMRDA for construction of additional floors on the said building and additional levels of the said mechanical system. The Purchaser hereby further irrevocably agree that the Promoters, therefore, in their absolute discretion and/or if so required by the MMRDA or any other concerned authorities from time to time, shall be entitled to vary, amend and/or alter the said Plans, as contemplated under the provisions of Section 14 (2) of Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder.
4. The Purchaser hereby confirm that he/she is aware that, while sanctioning the aforesaid plans the MMRDA has granted the concessions for open space deficiencies and thus the said plans are sanctioned by the MMRDA with open space concessions/deficiency. The Purchaser, therefore, hereby agree and undertake that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development/redevelopment by the neighboring plot owners take place.
5. The said Building will be constructed by the Promoters in accordance with the buildings plans prepared by their Architect and sanctioned by the MMRDA and the other concerned authorities, from time to time, as aforesaid.
6. The Purchaser hereby agrees to purchase from the Promoters and the Promoters agree to sell to the Purchaser a Shop/Commercial Premises bearing **Shop / Office No., admeasuring Square Meters (Carpet Area)** equivalent to **Square Feet (Carpet Area)**, on **Floor**, in the said Building proposed to be known as **Key Teck Park -Wing-“A” / Wing-“B”** constructed on the said Property. The authenticated copy of the plans and specification of the said premises agreed to be purchased by the Purchaser, as sanctioned and approved by the MMRDA has been annexed and marked as **ANNEXURE-“X”** (hereinafter referred to as “**the said Premises**”), for the consideration of ₹.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

...../- **(Rupees only)**, including the proportionate price of the common areas and facilities appurtenant to the said premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in ANNEXURE-“XI” hereto.

7. The Purchaser has paid on or before execution of this agreement a sum of ₹./- **(Rupees only)** being ___% of the total consideration, as booking amount and hereby agrees to pay to the Promoters the balance amount of purchase consideration of ₹./- **(Rupees only)** in the following manner:-

- i. ₹./- **(Rupees only)** being% paid on the execution of this Agreement;
- ii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- iii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- iv. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- v. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- vi. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of Slab of the said building;
- vii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of the walls, internal plaster, tiling, doors and windows of the said premises;
- viii. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of sanitary fittings, staircases, lift wells and lobbies upto the floor level of the said Premises;
- ix. ₹./- **(Rupees only)** being% to be paid to the Promoters on completion of the

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

external plumbing and external plaster, electrical fittings, elevation, terraces with water proofing, of the building or wing in which the said premises is located.

x. ₹./- (**Rupees**
only) being% to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as prescribed in the Agreement;

xi. ₹./- (**Rupees**
only), being the balance amount to be paid to the Promoters against and at the time of handing over of the possession of the said Premises to the Purchaser on or after receipt of Occupation Certificate or Completion Certificate.

8. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods & Service Tax (GST) or any other similar taxes or cesses which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises.

9. The Total Price is escalation free, save and except escalations/increases due to increase on account of development charges payable to the MMRDA or any other competent authority and/or any other increase in charges which may be levied or imposed by the MMRDA or any other competent authority / Local Bodies/Government from time to time. The Promoters undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the MMRDA any other competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect alongwith the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

10. The Promoters shall confirm the final carpet area of the said Premises that has been allotted to the Purchaser after the construction of the said Building is complete and the Occupancy Certificate is granted by the MMRDA, by furnishing details of the changes, if any, in the carpet area of the Premises. The total price payable for the carpet area of the said Premises shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area of the said Premises within the defined limit then the Promoters shall refund the excess money paid by Purchaser and if there is

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

any increase in the carpet area the Promoters shall demand the additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 6 of this Agreement.

11. The Purchaser authorizes the Promoters to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her name as the Promoters may in their sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoters to adjust his/her payments in any manner.
12. Time is of essence for the Promoters as well as the Purchaser. The Promoters shall abide by the time schedule for completing the project and handing over the said premises to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoters as provided in Clause 7 hereinabove (“**Payment Plan**”) and the Purchaser shall be liable to pay to the Promoters the interest as per Rule 18 of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as “**the said Rule**”), on all delayed payments including delay in payment of the service tax and other taxes as applicable from the due date till the date of payment thereof.
13. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoters after deducting there from 1% TDS as per the provisions of Section 194-IA of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoters in the prescribed Form No.16B for the same, within 15 (Fifteen) working days from the payment thereof.
14. The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoters in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoters the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoters hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoters in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.

15. Without prejudice to the right of the Promoters to receive interest as per the said Rule, on the Purchaser committing three defaults in payment on due date of any amount due and payable by the Purchaser to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing any three defaults of payment of instalments, the Promoters shall at their own option, may terminate this Agreement:

Provided that, the Promoters shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoters within the said notice period then at the end of such notice period, this Agreement shall stand terminated.

Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:

- (a) the Purchaser shall cease to have any right or interest in the said Premises or any part thereof;
- (b) the Promoters shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;
- (c) the Promoters shall refund to the Purchaser the amount till then paid by the Purchaser to the Promoters towards purchaser price with

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

interest as per the said Rule after deducting therefrom:

- (i) 20% of the purchase price of the said Premises (which is to stand forfeited to the Promoters as liquidated damages);
- (ii) deduct GST and / or any other amount due and payable by the Purchaser/s and / or paid by the Promoters in respect of the said Premises;
- (iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;
- (iv) the amount of interest payable by the Purchaser to the Promoters in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (v) in the event of the said resale price of the said Premises being less than the purchase price mentioned herein, the amount of such deficit.

However in case if the Promoters receive a credit/ refund of the service tax amount paid on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoters to the Purchaser without any interest thereon.

- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoters shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government Charges such as Stamp Duty, Registration Fees, GST or any other taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

The Purchaser/s agree that receipt of the said refund by cheque from the Promoters by the Purchaser by registered post acknowledgement due at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

- 16. The fixtures, fittings and amenities to be provided by the Promoters in the said Premises and the said building are set out in ANNEXURE-“XII” annexed hereto. The Promoters shall endeavour to provide the amenities of the same specifications as herein stated. However, in the event amenities of

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

the said specifications are not available in the market then the Promoters shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes.

17. After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises and/or the Society to maintain the said Parking Tower and also the mechanical car parking system therein. It is specifically agreed by the Purchaser that the Promoters and/or MMRDA shall not be held liable and/or responsible for failure of or any defect in the mechanical car parking system, after handing over of the same by the Promoters to the Allottees thereof, including the Purchaser herein and that the Allottees thereof, including the Purchaser herein, shall be solely liable and responsible for maintenance and wear and tear thereof.
18. The Promoters have informed the Purchaser that they may construct the electricity sub-station on any part of the said Property, if so required by the electricity supply company/authority and/or MMRDA.
19. The Promoters hereby agree to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the MMRDA at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Premises to the Purchaser, obtain from the MMRDA occupation certificate in respect of the said Premises.
20. The Promoters shall give possession of the said premises to the Purchaser on or before 20..... If the Promoters fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents by the aforesaid date then the Promoters shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said premises with interest as per the said Rule from the date the Promoters have received the sum till the date of the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving possession of the said premises on the aforesaid date, if the completion of building in which the said premises is to be situated is delayed on account of-

- (i) War, civil commotion or act of God;

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
 - (iii) Any other act/case beyond the Promoters' control.
21. The Promoters, upon obtaining the Occupancy Certificate from the competent authority and the payments shall have been made by the Purchaser as per this agreement, shall offer in writing the possession of the said premises to the Purchaser in terms of this Agreement. The Promoters agree and undertake to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentations on part of the Promoter. The Purchaser agree to pay the maintenance charges as determined by the Promoters or association of Purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Purchaser in writing within 7 days of receiving the Occupancy Certificate of the Project.
 22. The Purchaser shall take possession of the said premises within 15 (Fifteen) days of the written notice from the Promoters to the Purchaser intimating that the said premises is ready for use and occupancy.
 23. Upon receiving a written intimation from the Promoters as per clause 21, the Purchaser shall take possession of the said premises from the Promoters by executing necessary indemnities, undertakings and such other documentations as prescribed in this Agreement, and the Promoter shall give possession of the said premises to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 22 the Purchaser shall continue to be liable to pay maintenance charges in respect of the said premises, as applicable.
 24. If within a period of five years from the date of handing over the said premises to the Purchaser, the Purchaser brings to the notice of the Promoters any structural defect in the said premises or the building in which the said premises is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at their own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the said Act.
 25. The Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MMRDA and the other concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

possession of the said premises to the Purchaser, obtain from the MMRDA or other concerned local authority occupancy and/or completion certificates in respect of the said premises.

- 26. The Promoters hereby declare that the Floor Space Index available as on date in respect of the project land is Square meters only and Promoter has utilized the said Floor Space Index for construction on the said property.
- 27. The Purchaser hereby expressly agree that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the full Occupation Certificate in respect of the said Buildings, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive property of the Promoters and the Purchaser shall have no right, claim or demand in respect thereof or any part thereof.
- 28. The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoters. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Promoters until the ownership rights of the said Property is duly assigned or transferred together with the said Buildings to the proposed Co-operative Society as hereinafter mentioned, subject, however, to the rights of the Promoters as herein stated.
- 29. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or the said Buildings or any part thereof. It is hereby expressly agreed that such conferment shall take place only on execution of Deed of Assignment of Lease of the said Property together with the said Buildings in favour of the Co-operative Society that may be formed and the Purchaser becoming a Member of the said Co-operative Society as hereinafter mentioned.
- 30. It is hereby expressly agreed that the Promoters shall be entitled to sell all other premises in the said Buildings as also in in the other structures that may hereafter be constructed on the said Property for any user as may be permitted by the MMRDA and other concerned authorities and the Purchaser thereof shall be entitled to use the said Premises agreed to be purchased by him/her/them accordingly. The Purchaser shall not object to the user of the other premises in the said Buildings or in any other structure on the said Property for the aforesaid purposes by the respective purchasers thereof.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

31. After the Promoters execute this Agreement, they shall not mortgage or create a charge on the said premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said premises.
32. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in anyway affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoters shall be at liberty to transfer by assignment, further mortgage or otherwise deal with or dispose off their right, title or interest in the said Property and the said building/s and structure/s thereon at their sole discretion. The Purchaser shall not interfere with the said rights of Promoters in any manner whatsoever. The Promoters shall always be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings and other structures or for implementation their scheme of development of the said Property.
33. The Promoters shall in respect of any amount remained unpaid by the Purchaser under this Agreement shall have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoters for recovery of outstanding dues from the Purchaser and/or against the said Premises.
34. It is hereby agreed that, so long as the respective premises in the said Buildings are not separately assessed by the Municipal Corporation of Greater Mumbai (“MCGM”) or MMRDA for levy of property taxes and/or by the Promoters for payment of water charge, rates and other outgoings, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoings assessed on the whole building as more particularly mentioned in ANNEXURE-‘XIII’ hereto. The Purchaser shall tentatively pay Rs...../- per month in advance to the Promoters towards the same. At the time of taking possession of the said Premises, the Purchaser shall deposit with the Promoters a sum of Rs./- (Rupees only) as interest free deposit being 6 months’ approximate proportionate taxes, rates and other outgoing of the said Premises. The Promoters shall be entitled at their sole discretion to utilize the same in payment of the outgoings in respect of the said Premises and other monies payable by the Purchaser under this Agreement, if the Purchaser commit default in payment of the said

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

outstanding and other dues regularly every month. Upon Society being formed and registered, the said sum or the balance thereof, if any, lying with the Promoters shall be handed over to such Co-operative Society. This provision shall not, however, entitle the Purchaser to require the Promoters to adjust the accruing rates and taxes and outgoings against the said deposit.

- 35. The Purchaser shall maintain at his/her/their own costs, the said Premises in the same condition, state and order in which it is delivered to him/her/them and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rules and regulations of MMRDA, Government, Local Bodies and Authorities and Co-operative Society when formed as aforesaid and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
- 36. The Purchaser agrees to pay all amounts payable to the Promoters under the terms of this Agreement as and when the same become due and payable. The Promoters are not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse by the Purchaser for non-payment of any amount or amounts due on the respective due events. The Purchaser hereby covenant with the Promoters to pay all amounts agreed to be paid by the Purchaser under this Agreement and to observe and perform and covenants and conditions in this Agreement and to keep the Promoters indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoters.
- 37. The Promoters shall form a common Co-operative Society for both the said Buildings. The Purchaser agrees and undertakes that as and when required by the Promoters, the Purchaser shall become the member of the said Society and shall sign and execute the application and other papers and documents necessary for the formation and registration of the said Society, including the bye laws of the proposed Society within 10 (ten) days of the intimation with regard thereto by the Promoters. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser, at his/her/their own costs, shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoters may require him/her/them to do from time to time for safeguarding the interest of the Promoters and the purchasers of the other premises in the said Buildings.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

Failure to comply with the provisions of this clause will render this Agreement ipso facto void and stand terminated, revoked and cancelled. The Purchaser shall ensure that as and when the Promoters shall so require, the Society shall pass the necessary resolutions confirmation the right of the Promoters to carry out additional construction works in and on the said Buildings and other structures on the said Property and also confirming the right to the Promoters to sell other premises and allot Car Parking Space in the building and and in the said Parking Tower constructed on the said property, as more particularly stated hereinabove in this Agreement.

38. The Purchaser shall on demand, deposit with the Promoters his/her/their proportionate share towards the deposits and other miscellaneous expenses for installation of water meter, electric meter and gas meter and/or for any other deposit / expenses to be paid by the Promoters to the Local Authority or Body concerned, including the Tata Power Ltd./Reliance Infrastructure Ltd., or any other electric supply company Bombay Gas Company or any other energy/gas company and/or MMRDA.
39. In the event of the Society of the said Buildings is being formed and registered before the sale and disposal by the Promoters of all the premises in both the said Buildings, the powers and authority of the Society shall be subject to the overriding powers of the Promoters in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoters shall have absolute right, authority and control as regards any unsold premises and the sale thereof, as well as the commencement and completion of additional construction, if any, on the said Property.
40. It is hereby agreed that the Promoters shall not be liable to bear or share the maintenance charges, electricity charges, water charges or any other outgoings attributed to and in respect of the unsold and un-allotted Flats/ Premises. The Promoters will be liable to bear the Municipal Assessment, if any, payable and that too only if the MCGM / MMRDA refuses to grant the benefit of non-occupancy in respect of such unsold Flats/Premises, but nothing else, till all such unsold un-allotted Flats/ Premises in both the said buildings are sold and disposed off / allotted by the Promoters and the purchaser/s thereof is/are put in possession thereof.
41. After the possession of the said Premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Buildings and/or the said Parking Tower are required to be carried out by the Government,

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

MMRDA, Local Authority or any other statutory Authority, the same shall be carried out by the Purchasers of various premises in the said Buildings, including the Purchaser herein, at his/her/their own costs and the Promoters shall not be in any manner liable or responsible for the same.

42. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable any insurance in respect of the said Buildings or the said Parking Tower or other structure/s on the said Property or cause any increased premium to be payable in respect thereof or which may likely to cause nuisance or annoyance to users and occupiers of the other premises in the said Buildings.
43. Within a period of 12 (Twelve) months after (i) the said Buildings and the said Parking Tower and all other structures and premises intended to be constructed by the Promoters on the said Property are duly completed and the same are ready for occupation; (ii) the Society as aforesaid is formed and registered; (iii) all saleable premises in the said Buildings, have been duly sold and disposed off by the Promoters, (iv) the Promoters shall have received all dues receivable by them in terms of the respective agreements with the purchasers of all the said Premises in the said Buildings, including the Purchaser herein and (v) the MMRDA shall have granted its no objection and consent for the assignment of the said property unto and in favour of the Society, the Promoters will execute the Deed of Assignment in respect of the said property together with the said Buildings, the said Parking Tower and the electric Sub-Meter, if any, in favour of such Society, and till then, possession of the said Property and the said Buildings, the said Parking Tower shall be deemed to be with the Promoters.
44. The Deed of Assignment and other documents for transferring the title shall be prepared by the Advocates for the Promoters and the same will contain such covenants and condition as the said Advocates shall think reasonable and necessary having regard to the terms and conditions contained in this Agreement and the other agreements entered into by the Promoters with the other purchasers in the said Buildings, which shall be binding on the Purchaser herein and other purchasers in the said Buildings.
45. This Agreement shall be lodged for registration with Sub-Registrar of Assurance at Borivali/Goregaon in Mumbai by the Promoter and the Purchaser will attend to the office of the concerned Sub-registrar and admit execution hereof, after the Promoter informing him/her/them with the

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

prescribed period of the date on which and the number under which it is lodged for registration by the Promoter.

46. All letters circulars, receipts and/or notices issued by the Promoters or any of them and dispatched through courier or post to the address known to them of the Purchaser or by email will be a sufficient proof of the receipt thereof by the Purchaser and shall completely and effectually discharge the Promoters. For this purpose the Purchaser has given the following address:

.....

47. The Purchaser shall on demand pay to the Promoters the following amounts and deposits:

- i) ₹. 27,500/- for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoters for preparing and engrossing this agreement and the Deed of Assignment;
- ii) ₹. 600/- Society's share money and entrance fee.
- iii) ₹.3000/- Society Formation Charges
- iv) ₹. 5,000/- Deposit for Electricity & Water Meters
- vi) ₹./- Advance Deposit for Maintenance Charges including property Taxes for 6 months.
- vii) ₹./- GST on advance Maintenance Charges

Total ₹./-

=====

In case there be any deficit in this regard, the Purchaser shall forthwith on demand pay to the Promoter, his/her/their proportionate share to make up such deficit.

48. The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of Co-operative Society or towards the outgoings, legal charges and shall utilize the said amounts only for the purposes for which they have been received.
49. Any delay or indulgence by the Promoters in enforcing any term or condition of this Agreement or any forbearance or granting of time to the Purchaser herein or any other purchasers of other premises in the said Buildings, shall not be construed as waiver on the part of the Promoters of any such breach or

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

non compliance of any of the terms and conditions of this Agreement by the Purchaser or other such purchasers nor shall the same in any manner prejudice the rights and remedies of the Promoters.

- 50. The Promoters in their sole discretion shall be entitled to provide and grant a right of way over the said Property or any part thereof for the beneficial enjoyment of any other adjoining property or properties and the Purchaser hereby give his/her/their irrevocable consent for the same and agree and undertake that he/she/they shall not at any time raise any objection and/or obstruction thereto.
- 51. The Promoters shall be entitled to alter the terms and conditions of the agreement relating to the unsold premises in the said Buildings and the Purchaser herein shall have no right to require the enforcement thereof, in his/her/their favour or in favour of the said Premises agreed to be purchased by the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.
- 52. The Promoters hereby represent and warrant to the Purchaser as follows:
 - (i) Save as aforesaid, the Promoters have clear and marketable title with respect to the project land, as declared in the title report annexed to this Agreement and has the requisite rights to carry out the development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;
 - (ii) The Promoters have lawful rights and requisite approvals from MMRDA and other competent authorities to carry out development of the project and shall obtain further requisite approvals from time to time to complete the development of the Project;
 - (iii) Save as aforesaid, there are no encumbrances upon the project land or the Project and except those disclosed in the title report;
 - (iv) There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
 - (v) All approvals, licenses and permits issued by the MMRDA and other competent authorities with respect to the project, project land and the said buildings/wings and the said Parking Tower are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits issued by the MMRDA and other competent authorities with respect to the project, project

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

land and the said buildings and the said Parking Tower shall be obtained by following the due process of law and the Promoters have been and shall at all times, remain to be in compliance with all applicable laws in relation to the project, project land, the said buildings/wings, the said Parking Tower and common areas;

- (vi) The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be effected;
 - (vii) The Promoters have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said premises which will, in any manner, affect the rights of the Purchaser under this Agreement;
 - (viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said premises to the Purchaser in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the assignment deed of the said buildings and Parking Tower to the Society of the purchasers the Promoters shall hand over lawful, peaceful, physical possession of the common areas of the said buildings to the Society of the purchasers;
 - (x) The Promoters have duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoters in respect of the project land and/or the Project except those disclosed in the title report.
53. The Purchaser with an intention to bind all persons into whosoever hands the said Premises may come, doth hereby covenants with the Promoters and undertakes as follows:

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

- (a) To maintain the said Premises at Purchaser's own costs and risk in good, tenable repair and condition from the date of possession of the said Premises is taken by the Purchaser, either before or after the issuance of Occupation Certificate in respect thereof, and shall not do or suffer to be done anything in or to the building in which the said Premises is situated or staircases or any passages, which may be against the rules, regulations or bye-laws of the MMRDA or other concerned local or any other authority or charge/alter or make addition in or to the said Building and the said Premises or any part thereof.
- (b) Not to store in the said Premises / car parking area or outside, any goods which are of hazardous, combustible or dangerous nature or which are prohibited by law to be brought upon or kept in the said Premises / car parking area, or are so heavy that they are likely to or may damage the construction or structure of the said Buildings or the said Premises / car parking area and the Purchaser shall be liable for the consequences of the breach on account of negligence or default of the Purchaser in this behalf and to indemnify the Promoters.
- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises / car parking area and maintain the said Premises / car parking area in the condition, state and order in which the same were delivered by the Promoters to the Purchaser and shall not do or suffer to be done anything in or to the said Buildings or the said Premises or the car parking area which may be forbidden by law or rules or regulations of the MMRDA or other concerned local authority or other public authority, and in the event of the Purchaser committing or permitting any act in contravention of the above provisions, the Purchaser shall solely be responsible and liable for the consequences thereof to the MMRDA and other concerned local authority and/or other public authority, and to indemnify the Promoters for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof and /or the said Parking Tower, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Buildings and/or the said Parking Tower and shall keep the partitions, sewers, drainage pipes in the said Premises and appurtenances thereto in good and tenable repair and condition, and in particular so as to support shelter and protect the

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

other parts of the said Buildings and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the said Premises without the prior written permission of the Promoters as also the MMRDA and other concerned authority. If, on account of any additions or alterations being carried out by the Purchaser in the said Premises (whether such additions and alterations are permitted by the MMRDA and other concerned authorities or not), there be any damages to the adjoining premises or to the premises situated below or above the said Premises (inclusive of leakage of water and damages to the drains) the Purchaser shall at his/her/their own costs, risk and expenses repair such damage (including recurrence of such damages).

- (e) The Purchaser shall not permit the closing of the niches or balconies or Chhaja or make any alterations in the outside elevations and outside colour scheme of the said Buildings and the said Parking Tower.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Property and the said Building.
- (g) Pay to the Promoters within 7 days of demand by the Promoters, his/her/their share of security deposit demanded by the concerned authority or Government for giving Water, Electricity, Gas or any other service connection to the said Building.
- (h) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges, on and from the date of taking possession of the said Premises from the Promoters, including for carrying out renovation/furniture in the said Premises, either before or after the issuance of the Occupation Certificate by the MMRDA.
- (i) To bear and pay increase in local taxes, water charges, insurance premium and such other levy, if any, which are imposed by the concerned local Authority and/or Government and/or MMRDA and/or other public Authority, on account of changes of user of the said Premises by the Purchaser, and indemnify the Promoters in that behalf.
- (j) The Purchaser shall not let, sub-let, transfer assign, or part with Purchaser's interest or benefit of this Agreement or the said Premises or create any third party interest or right or part with the possession of

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

the said Premises or any part thereof until all the dues payable by the Purchaser to the Promoters under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observances of any of the terms and conditions of this Agreement AND until the Purchaser has obtained permission in writing of the Promoters for the purpose.

- (k) The Purchaser shall allow and permit the Promoters and their surveyors and agents and servants, with or without workmen and others, at all reasonable times to enter and upon the said Premises to view and examine the state and condition thereof and/or for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences, facilities and utilities belonging to, serving or used for the said Building;
- (l) To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser as set out in this Agreement (including the recitals thereof) and if the Purchaser neglects, omits or fails to pay any amount for any reason whatsoever to the Promoters due and payable under the terms and condition of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fails to perform or observe any of the covenants and stipulation herein contained, the Promoters or any of them shall be entitled to re-enter upon and resume possession of the said Premises and every part thereof and in that event this Agreement shall ipso facto stand terminated. The Purchaser herein agrees that on the Promoters re-entering on any part of the said Premises, as aforesaid, all the claims, contentions, demands and the right, title, and interest of the Purchaser in or to the said Premises and under this Agreement shall ipso facto cease and the Purchaser shall also be liable for immediate ejection as a trespasser. The Purchaser shall thereupon cease to have any right or interest in the said Premises and in that event the purchase price till then paid to the Promoters by the Purchaser, shall within 30 days after such termination be refunded by the Promoters to the Purchaser, subject to the agreement under Clause 17 above.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

- (m) The Promoters shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and other Laws, rules, regulations, etc.
54. If at any time this transaction is held to be liable to any additional tax, cess etc. the same shall be payable by the Purchaser to the Promoters, forthwith on demand, failing which the Purchaser shall be liable to pay the same with interest thereon as per the said Rule, with quarterly rests.
55. The Promoters shall be entitled to construct additional structures like fitness centre, Electric Sub-station/s, office/s for Society, Place of worship, temple, covered and closed garages in open compound, underground and overhead tanks, watchman's cabin/s toilet unit for staff and domestic servants, septic tank/s soak pits, rainwater harvesting system etc. on the said Property. Subject however, to the permissions and sanctions for the same being granted by the MMRDA. The Purchaser hereby gives irrevocable consent and no objection to the Promoters for carrying out all the said constructions on the said Property. All such additional constructions shall be carried out by the Promoters in accordance with and in conformity with the building plans as may be approved by the MMRDA from time to time.
56. The Promoters shall be entitled to handover amenity space or any other area/premises, said Property to the MMRDA, MCGM or any other concerned authority and Promoters alone shall be entitled to all the benefits that may be granted by the MMRDA, MCGM or any other authority in lieu of the said amenity space and any other reserved area/premises.
57. If any permission is required to be obtained or any compliance is to be effected under any other Central or State legislation and/or the rules framed thereunder and/or under any other order, notification or ordinance whatsoever and by whatever name called, for assignment of lease and/or transfer of the said Property with the said Buildings and the said Parking Tower in favour of the Co-operative Society or any other organisation, the same shall be complied with the Purchaser/the body of all the purchasers and/or Co-operative Society in consultation and co-operation with the Promoters and all costs and charges and expenses, if any, that may have to be incurred in connection therewith, including the lease premium and any other cahrges, if any, payable to MMRDA, shall be borne and paid by the Purchaser and/or Co-operative Society.
58. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoters and supersedes, cancels and merges:

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

- (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoters prior to the date of execution of this agreement;
- (b) All the representation, warranties, commitments, etc. made by the Promoters in any documents, brochure, hoarding, etc. and /or through on any other medium;
- (c) The Promoters shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoters under this Agreement;
- (d) The Purchaser agree/s and acknowledge/s that the sample flat constructed by the Promoters and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample flat and the Promoters are not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample flat, other than as expressly agreed by the Promoters under this Agreement.

59. The Purchaser hereby admit and confirm that the Promoters have prior to entering into this Agreement, informed the Purchaser and the Purchaser has agreed that all Brochures, Pamphlets, Literature and/or Plans whether approved or otherwise, published / issued by the Promoters, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, are all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoters may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.

60. Before taking possession of the said Premises, the Purchaser will be liable to inspect the said premises and willfully and completely satisfy himself/herself/themselves with the same in respect of the area, item of work or quality of work or the materials used for the construction of the said premises and the amenities provided therein in the said buildings, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoters with respect of the said premises.

61. Forwarding this Agreement to the Purchaser by the Promoters does not create a binding obligation on the part of the Promoters or the Purchaser, until,

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

firstly, the Purchaser pays the Stamp Duty on this Agreement and secondly signs and delivers to the First Promoter this Agreement with all the schedules/annexures along with the payment due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Purchaser and thirdly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Purchaser fails to execute and deliver to the Promoters this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoters shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser for allotment of the said premises shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without interest or compensation whatsoever.

- 62. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the said premises, in case of transfer, as the said obligation go along with the said premises for all intent and purposes.
- 63. If any provision of this Agreement shall be determined to be void or unenforceable under the said Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted insofar as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the said Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 64. Whenever in this Agreement it is stipulated that the Purchaser has to make payment, in common with other purchasers/allottees in the Project, the same shall be proportionate to the carpet area of the said premises to the total area of all the premises in the Project.
- 65. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of Deed of Assignment. If any and any other documents and writings required to be executed by the Promoters, shall be borne and paid by the Co-operative Society. The

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

Promoters shall not be held liable and/or responsible for the same or any of them.

- 66. The stamp duty, registration charges and other fees and charges on this Agreement shall be borne and paid by the Purchaser alone. The Promoters shall not be held liable and/or responsible for the same or any of them.
- 67. Any dispute between the parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority, for Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.
- 68. The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the Courts at Mumbai will have jurisdiction for this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinafter written.

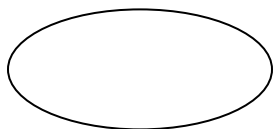
THE SCHEDULE ABOVE REFERRED TO:
(OF THE SAID PROPERTY/PROJECT LAND)

All that leasehold piece and parcel of land bearing C.T.S. No.280/B (Part), admeasuring 2977.17 Square Meters of Village Bandivali, Taluka Andheri, in the Registration District and Sub-District Mumbai City and Mumbai Suburban and bounded by as follows:-

- On or towards North: by property bearing CTS No.452, 453 354 (pt) of Oshiwara Village
- On or towards South: by property bearing CTS No.282 of Bandivali Village and private road.
- On or towards West : by property bearing CTS No.280 (pt) of Bandivali Village & M/s Venus Steel Products (India) factory.
- On or towards East : by Village boundary of Pahadi Goregaon (West).

SIGNED SEALED AND DELIVERED]
 By the withinnamed "PROMOTERS"]
M/S. KEY TECH]
 Through their Partner:]
Mr.]
Photo Left Hand Thumb Impression]

| | |
|-----------|-----------|
| Promoters | Purchaser |
| x | x |



in the presence of]

- 1.
- 2.

SIGNED AND DELIVEED]

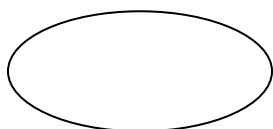
By the within named "PURCHASR/S":]

MR./MRS./M/S.]

.....]

.....]

Photo Left Hand Thumb Impression]



in the presence of]

- 1.
- 2.

R E C E I P T

(Valid Subject to realization of cheques)

RECEIVED from the withinnamed the PURCHASER a sum of
 ₹...../- (Rupees.....

.....only)

being the amount of earnest money / part payment paid by him/her/them to us as per
 the detailed below :

| Sr. No. | Cheque No. | Dated | Drawn on Bank | Amount in ₹. |
|---------|------------|-------|---------------|--------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| | |
|-----------|-----------|
| Promoters | Purchaser |
| X | X |

WITNESSES:

- 1.
- 2.

WE SAY RECEIVED
For M/s. **Key Tech**

Partner

PROMOTERS

| | |
|-----------|-----------|
| Promoters | Purchaser |
| x | x |

ANNEXURE – ‘XI’

A. COMMON AREAS & FACILITIES:-

- (i) Entrance lobby of the building;
- (ii) Staircase of the building including the landing for the purpose of ingress and egress, but not for the purpose of storage, recreation, residence or sleeping;
- (iii) Pump room with pump in the compound.
- (iv) Overhead water tanks.
- (v) Ground water tank with electrical pump
- (vi) Lift Machine Rooms on the terrace.
- (vii) Terrace (i.e. the topmost habitable floor).
- (viii) Electrical wiring through out the building.
- (ix) Necessary lights and public water connections
- (x) The foundation and main walls, columns, beams and roof of the Building.
- (xi) Tanks, pumps, motors and in general all apparatus and installation existing for common use of both buildings and Parking Tower.
- (xii) Lifts.
- (xiii) Fire fighting equipments.
- (xiv) Fitness Centre, if any, constructed in either Building.

B. LIMITED COMMON AREA & FACILITIES:-

- i) Car parking space allotted to the respective Purchaser as part of user of the respective flat purchased by him/her/them and for the sake of general convenience.
- ii) Landing in front of stairs on the floor on which the said Premises is located, as a mere access to the flat but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the premises on that particular floor and the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.
- iii) Terraces, which are allotted specifically to flat shall belong to and are meant for the exclusive use of such flat Allottees alone. No other Premises – Allottees or the Society shall have or claim any rights thereto.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| x | x |

ANNEXURE “XIII”
(OF THE MAINTENANCE CHARGES)

1. The expenses of maintaining, repairing, redecorating etc. of the main structure of both buildings and Parking Tower and in particular the compound, terrace, gutters and rain water pipes of the buildings and Parking Tower, water-pipes, gas pipe and electric wires lifts, etc., in, under or upon the buildings, and Parking Tower enjoyed or used by the Allottees whether on ground floor in common with the other occupiers of the other flats and the main entrance, landings and structures of the buildings as enjoyed by the Allottees or used by him/her/them in common as aforesaid and the boundary walls of the buildings compounds etc.
2. Common electricity and water charges.
3. The cost of cleaning and lighting the passages, landings, staircases, and other parts of the buildings as enjoyed or used by the Allottees in common as aforesaid.
4. The salary and/or wages of clerks, bill collector, liftmen, security, guards, sweepers, gardeners etc.
5. Insurance Premium of the buildings and Parking Tower.
6. Such other expenses as are necessary or incidental for the maintenance and upkeep of the buildings and Parking Tower.
7. Taxes, cess, levies, land revenue, water charges, electricity charges, etc.
8. The maintenance, repairs, replacement of the lifts.
9. The maintenance of the Fitness Centre, if any, and the equipments and accessories therein.

| | |
|-----------|-----------|
| Promoters | Purchaser |
| x | x |

विभाग/मोजे -- वांदीवली

तालुका/न.भु.मा.का. -- न.भु.अ.अंधेरी

जिल्हा -- मुंबई उपनगर जिल्हा

| | | | | | |
|-------------------|----------|------------|----------------|-------------|--|
| नगर भूकसत क्रमांक | सिट नंबर | प्लॉट नंबर | क्षेत्र चौ.मी. | धारणाधिकारी | सामान्यतः दिलेल्या अकरपत्राचा सव्या माह्युष्य तयारीस आणून त्याच्या फेर तपासणीची निवट खेळ |
| २८०/४ | | | ३८७३.०३ | क | |

सुविधाधिकार

हफकाचा मूळ धारक वर्ष

पट्टेदार

इतर भार

इतर शीट

| दिनांक | व्यवहार | खंड क्रमांक | नमिन धारक (धा) पट्टेदार (प) किल धार (भा) | साक्षात्कृत |
|------------|---|-------------------------------|--|---|
| १६/०२/२००९ | या विक्रयपत्राचा खेळ आदेश व खे.र.२. २७९/२००९ चे लागू न.भु.अ. अधीनाचे दि. १६/०२/२००९ चे आदेशान्वये नमुक २८०/४ हा ३८७३.०३ चौ. मि. अर्थात स्वतंत्र मिळकत पत्रिकेवर उद्भवले तसेच मूळ मिळकत पत्रिकेवरील खारोटीसुलायक दिनांक १२/६/२००९ व दिनांक २/२/०९ च्या नोंदी नसण्या तरतूद राखून घेतल्या. | सो/काया-३ को/पोवि/ २७/०१/२००९ | H से. कि. टेक | वे.र.पत्र क्र. १८३ प्रमाणे सही - १६/०२/२००९ न.भु.अ.अंधेरी |
| १२/०१/२००९ | या साहाय्यक दुय्यम निबंधक अर्धरी क्र. १ मु. उ. जि. याचे कडील नोंदणीकृत दस्त र. क्र. १६३८०६७० अन्वये १) श्री हर्षदास गडनाथाई पटेल, २) श्री स्नेहलता गडनाथाई पटेल, ३) श्री रंजितभाई गडनाथाई पटेल यांनी ३६०९.४८ चौ.मी. क्षेत्र खरेदी दिल्याने खरेदी घेणार यांचे नावाची नोंद घेतली. | २०२५/२००८ २६/२/२००८ | H कि. टेक | वे.र.पत्र क्र. १७६ प्रमाणे सही - १२/०१/२००९ न.भु.अ.अंधेरी |
| ०२/०२/२००९ | या साहाय्यक दुय्यम निबंधक अर्धरी क्र. १ मु. उ. जि. याचे कडील नोंदणीकृत दस्त र. क्र. १०००० अन्वये १) श्री हर्षदास गडनाथाई पटेल, २) श्री स्नेहलता गडनाथाई पटेल, ३) श्री रंजितभाई गडनाथाई पटेल यांनी खरेदी दिल्याने २७१.५५ चौ.मी. क्षेत्र यान्वये खरेदी घेणार यांचे नावाची नोंद घेतली. | बदर १/४२१/२००९ दि. १६/१/२००९ | H कि. टेक | वे.र.पत्र क्र. १७९ प्रमाणे सही - ०२/०२/२००९ न.भु.अ.अंधेरी |

सामाजिक कारणात -

घरचे स्वरूप -

न.भु.अ.अंधेरी मुंबई उपनगर जिल्हा

सर्व स्वीकारण्यासाठी, १६/२/०९
 धारक व.र.पत्र १६/२/०९
 धारक पत्रिका १६/२/०९
 धारक व.र.पत्र १६/२/०९
 धारक व.र.पत्रिका १६/२/०९



धारक नमस्तक
 न.भु.अ.अंधेरी
 मुंबई उपनगर जिल्हा



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

TCP (P-2)/ODC/CC/3.113/1/1230 /2011

Date : 18 OCT 2011

COMMENCEMENT CERTIFICATE

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant M/s. KEY TECH for the proposed development of commercial building up to plinth level only on plot bearing CTS Nos. 280/B of Bandivali Village, Oshiware District Centre. The total permissible Built up area on this plot is 5139.69 sq.m as depicted on drawing nos. R1 & R4. The Commencement Certificate is granted on the following conditions:


Viz:

1. This Permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way.
2. This Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - (a) the development works in respect of which permission is granted under this certificate is not carried out or the user 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 Metropolitan Commissioner, MMRDA is contravened or is not complied with;
 - (c) the Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.
3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter.
4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966.
5. Conditions of this certificate shall be binding not only on applicant but also his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him.
6. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under sections 53 or, as the case may be, section 54 of the M.R.&T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine.
7. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to Commencement of the construction.

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 4000 • FAX : 2659 1264 • WEB SITE : <http://www.mmrda.mumbai.org>

8. The applicant shall obtain necessary NOCs & clearances relating to water supply, sewerage, drainage etc. from MCGM and submit the same to MMRDA before applying for grant of permission above plinth level.
9. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter No. ChEng/817/SR/Roads, dated 30/3/2007.
10. Construction beyond plinth level should not be commenced without obtaining plinth approval from MMRDA.
11. The applicant shall plant the required number of trees in the R.G. area as per the DCRs before applying for Occupancy Certificate.
12. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and certificate submitted to MMRDA before commencement of work.
13. The provisions in the proposal which are not confirming to applicable Development Control Regulation and other Acts are deemed to be not approved.
14. As soon as the development permission for new construction is obtained, the owner/developer shall install a "Display Board" on a conspicuous place on site indicating following details :-
 - (a) Name and address of the owner/developer, architect and contractor;
 - (b) Survey No/City Survey No/Ward No of land under reference with description of its boundaries;
 - (c) Order No. and date of grant of development permission issued by MMRDA;
 - (d) F.S.I. permitted;
 - (e) Address where copies of detailed approved plans shall be available for inspection.
15. A notice in the form of advertisement giving all the details mentioned in 14 above shall also be published in two widely circulated newspapers one of which should be in Marathi language.
16. The applicant shall obtain the Revised N.O.C from Chief Fire Officer prior to issuance of C.C beyond plinth by MMRDA.


 S.V.R. Srinivas, IAS
 Addl. Metropolitan Commissioner
 M. M. R. D. A.

To:

Copy with set of approved drawings bearing nos. R1 & R4 to:

1) Bhupendra Patrawala, Architects
 Room no. "F", 2nd floor,
 3, Mumbai Samachar Marg,
 Mumbai - 400 023.

2) M/s. Key Tech,
 201/A, Vertex Vihar,
 Sir M.V. Road, Andheri (E),
 Mumbai - 400 069

Copy (for information and record w.r.t MMRDA's D.O. Letter approved drawings bearing nos. R1 & R4 to:


The Executive Engineer, Building Proposals - WS,
 MCGM Office, H&K Ward, R.K. Patkar Marg,
 Bandra (W), Mumbai- 400 050.

P.S.: The Commencement Certificate is issued subject to the conditions mentioned in the forwarding letter no. TCP (P-2)/ODC/CC/3.113/1/12th /2011, Date: 19 8 OCT 2011



1394/2012

27 NOV 2012

| | |
|--|--|
| Title Commencement Certificate for M/s. Key Tech | |
| dated 18/10/2011 | |
| By: <u>S.V.R. Srinivas</u> (IAS) Addl. Metropolitan Commissioner | |
| Valid up to: <u>17/10/2013</u> | |
|  Chief Town & Country Planning Division M.M.R.D.A. | |



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP (P-2)/ODC/CC/3.113/1/1230 /2011

Date : 18 OCT 2011

To,
The Executive Engineer,
Building Proposals – Western Suburbs,
MCGM Office, H&K Ward,
R.K.Parkar Marg, Bandra (W),
Mumbai - 400 050.

Sub: Issuance of Commencement Certificate up to plinth level for the proposed development of commercial building on plot bearing CTS no. 280/B of Bandivali village, Oshiwara District Centre.

Ref: MMRDA's D.O. letter no. TCP (P-2)/BKC/Misc./296/102/2009, dt. 30/1/2009 (Copy enclosed).

Sir,

1. MMRDA is the Special Planning Authority for Oshiwara District Centre. The Metropolitan Commissioner, MMRDA has approved the Proposal for issuance of Commencement Certificate upto plinth level only for the proposed commercial building on plot bearing CTS Nos. 280/B of Bandivali Village, Oshiwara District Centre for M/s. KEY TECH, pursuant to the policy enunciated in MMRDA's DO Letter No. TCP (P-2)/BKC/Misc./296/102/2009, dated 30/1/2009 (copy enclosed). The total permissible Built up area on this Plot is 5139.69 sq.m). The set of drawings (Drg. nos. R1 & R4 representing proposal upto plinth level only) for proposed commercial building on plot under reference are approved by Metropolitan Commissioner subject to the following conditions:
 - a. The applicant shall give all the notices under the provisions of DCRs related to proposed development work to MMRDA.
 - b. All conditions mentioned in the OC issued under No. TCP (P-2)/ODC/CC/3.113/1/1230 /2011, dated 18/10/11, shall be complied with.
 - c. The applicant shall obtain all the NOC's and clearances relating to fire safety, water supply, sewerage, drainage etc. from MCGM, wherever necessary, before applying to MMRDA for Issuance of Commencement Certificate beyond Plinth.
2. A copy of Commencement Certificate upto plinth level and a set of approved drawings for proposed commercial building on plot under reference are issued by MMRDA to M/s. KEY TECH are enclosed herewith for your information and record.
2. The applicant has paid to MMRDA the first installment of Development charge of Rs. 22, 26,991/- for the proposed development as per Section 124 (E) of the MR&TP Act, 1966.

Yours faithfully,

(D.Sampathkumar),
Chief,
T&CP Division.

- Encl: 1) Commencement Certificate.
2) A set of approved Drawings (Drawing nos. R1 & R4).
3) MMRDA's D.O. letter no. TCP (P-2)/BKC/Misc./296/102/2009, dt. 30/01/2009.

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 4000 • FAX : 2659 1264 • WEB SITE : <http://www.mmrdamumbai.org>

Copy with Commencement Certificate and set of approved drawings nos. R1 & R4 to:

1) ~~Bhupendra Patrawala, Architects~~
~~Room no. "F", 2nd floor,~~
~~3, Mumbai Samachar Marg,~~
~~Mumbai - 400 023.~~

✓ 2) M/s. Key Tech,
201/A, Vertex Vihar,
Sir M.V.Road, Andheri (E),
Mumbai - 400 069



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP (P-2)/ODC/CC/3.113/IV/1440/2015

Date: 16 OCT 2015

To,

The Executive Engineer,
Building Proposals - Western Suburbs,
MCGM Office, H&K Ward,
R.K. Patkar Marg, Bandra (W), Mumbai - 400 050.

Sub: Amended Commencement Certificate upto plinth level for the proposed development of 'Commercial Building (ground + 07 upper floors)' on plot bearing CTS No. 280/B of Bandivali village at ODC, Mumbai.

Ref: MMRDA's D.O. letter No. TCP (P-2)/BKC/Misc./296/102/2009, dt. 30/1/2009.

Sir,

MMRDA is the Special Planning Authority for Oshiwara District Centre. The Metropolitan Commissioner, MMRDA has approved the proposal for issuance of Amended Commencement Certificate upto plinth level only for the proposed development of 'Commercial Building (ground + 07 upper floors)' on plot bearing CTS No. 280/B of Bandivali village at ODC, Mumbai in MCGM area, pursuant to the policy enunciated in MMRDA's D.O. letter No. TCP (P-2)/BKC/Misc./296/102/2009 dt-30/01/09. The total proposed Built Up Area is 5,098.42sqm as against permissible Built Up Area of plot is 5,139.69sqm.

The set of drawings (dwg no. M1, M2, M3, M4 & M5) representing amended proposal upto plinth level only for the proposed development of 'Commercial Building (ground + 07 upper floors)' on plot under reference is approved by the Metropolitan Commissioner subject to all the conditions mentioned in the amended CC upto plinth issued under MMRDA's letter no. TCP (P-2)/ODC/CC/3.113/IV/1440/2015, dated 16/10/2015.

A copy of Amended Commencement Certificate upto plinth level and approved drawing for proposed development of 'Commercial Building (ground + 07 upper floors)' on plot under reference issued by MMRDA to M/s Key Tech (owner) 'herein referred as applicant', are enclosed herewith for your information and record.

Thanking you,

Yours faithfully,



B. Patrawala

Chief,

Town & Country Planning Division,
MMRDA.

- Encl: 1) Amended Commencement Certificate upto plinth level.
2) A set of approved drawings (drawing nos. M1, M2, M3, M4 & M5).
3) MMRDA's D.O. letter no. TCP (P-2)/BKC/Misc./296/102/2009, dt. 30/01/2009.

Copy to:

1. Mr. Bhupendra Patrawala
Bhupendra Patrawala Architects,
Room no. 'F', 2nd floor,
93, Mumbai samachar marg,
Mumbai - 400 023.
2. M/s Key Tech,
201/A, Vertex Vihar,
Sir M.V. Road, Andheri (E),
Mumbai - 400 069.



Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 0001 - 04 / 2659 4000 - FAX : 2659 1264 - WEB SITE : <http://www.mmrda.maharashtra.gov.in>



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP (P-2)/ODC/CC/3.113/II 1440 /2015

Date: 16 OCT 2015

AMENDED COMMENCEMENT CERTIFICATE

The permission is hereby granted, under section 45 of Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant 'M/s Key Tech' for the proposed development of 'Commercial Building (ground + 07 upper floors)' upto plinth level only on plot bearing CTS No. 280/B of Bandivali village at ODC, Mumbai. The total proposed built up area is 5,098.42sqm as depicted on drawing no. M1, M2, M3, M4 & M5 (total five no. of drawings). The 'Amended Commencement Certificate upto plinth level' is granted on the following conditions:

Viz:

1. This permission/Commencement Certificate shall not entitle the applicant to build on the land which is not in his ownership in any way;
 2. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if-
 - (i) The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans.
 - (ii) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Metropolitan Commissioner is contravened or is not complied with,
 - (iii) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misinterpretation and in such an event, the applicant and every person deriving title through or under him shall be deemed to have carried out the developmental work in contravention of section 43 and 45 of the Maharashtra Regional & Town Planning Act, 1966;
 3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter;
 4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of Maharashtra Regional & Town Planning Act, 1966;
 5. Conditions of this certificate shall be binding not only on applicant but his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him;
 6. Any development carried out in contravention of or in advance of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under section 53 or, as the case may be, section 54 of Maharashtra Regional & Town Planning Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said act. To carry out an unauthorized development is treated as a cognizable offence and is punishable imprisonment apart from fine;
 7. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, prior to commencement of construction;
 8. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter no. ChEng/817/SR/Roads, dt 30/03/2007;
 9. Construction beyond plinth level should not be commenced without obtaining Commencement Certificate above plinth level from MMRDA;
 10. The applicant shall plant the required number of trees in the RG area as per DCRs and submit NOC from the Tree Authority before applying for Occupation Certificate;
 11. The proposal shall be got certified to be earthquake resistant from the licensed structural engineer and the certificate to be submitted to MMRDA before commencement of construction;
 12. Any condition mentioned in any of the Remark/NOC obtained from any Concerned Authority in respect of the development on the land u/r shall be complied with;
- The provisions in the proposal which are not conforming to applicable Development Control Regulation and other acts are deemed to be not approved.

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 0001 - 04 / 2659 4000 • FAX : 2659 1264 • WEB SITE : <http://www.mmrda.maharashtra.gov.in>

RECEIVED
16 OCT 2015

CERTIFIED TRUE COPY
BHUPENDRA PATRAWALA
Room No. 'F' 2nd Floor,
93, Bombay Samachar Marg,
Bombay-400 023.

14. As soon as the development permission for the new construction is obtained, the owner/developer shall install a 'Display Board' on a conspicuous place on site indicating following details:
 - (i) Name and address of the owner/developer, architect and contractor,
 - (ii) Survey No./ City Survey No./ Ward No. of the land under reference, with description of its boundaries;
 - (iii) Order No. and date of grant of development permission issued by MMRDA,
 - (iv) F.S.I permitted;
 - (v) Address where the copies of detailed approved plans shall be available for inspection;
15. A notice in the form of advertisement giving all the details mentioned in 14 above shall also be published in two widely circulated newspapers one of which should be in Marathi language;
16. The applicant shall ensure that the conditions mentioned in Maharashtra Fire Services Office Circular No. MFS/10/2012/1099 dated 19/07/2012 are fulfilled as/if applicable;
17. The applicant shall install the Rain Water Harvesting System as per UDD's Notification No. TPB/432001/2133/CR-230/01/UD-11; Dt. 10/03/2005;
18. The applicant shall comply with MCGM's Circular no. CHE/27921/DP/ Gen; dated 06/01/2014 [in respect of preservation of documents mentioned at sr. no. (a) to (k) therein] & applicant shall submit Undertaking & Indemnity Bond mentioned therein before applying for Occupation Certificate;
19. The applicant shall pay 'building and other construction labor welfare Cess Tax' to the competent authority and submit the receipt of the same to MMRDA before applying for Occupation Certificate;
20. The applicant shall obtain NA Order from Collector, Mumbai Sub-urban District and submit the same to MMRDA before applying for Occupation Certificate;
21. This Commencement Certificate superseded the Commencement Certificate issued under MMRDA's letter No. TCP (P-2)/ODC/CC/3.113/II/1230/2011, dated 18/10/2011;

for Addl. Metropolitan Commissioner
M.M.R.D.A.



Copy with set of approved drawings bearing no. M1, M2, M3, M4 & M5 to:

✓ **Mr. Bhupendra Patrawala**
Bhupendra Patrawala Architects,
Room no. 'F', 2nd floor,
93, Mumbai samachar marg,
Mumbai - 400 023.

2. **M/s Key Tech,**
201/A, Vertex Vihar,
Sir M.V. Road, Andheri (E),
Mumbai - 400 069.

Copy (for information and record w.r.t. MMRDA's D.O. Letter Dt. 30/01/2009), with a set of approved drawings bearing no. M1, M2, M3, M4 & M5 to:

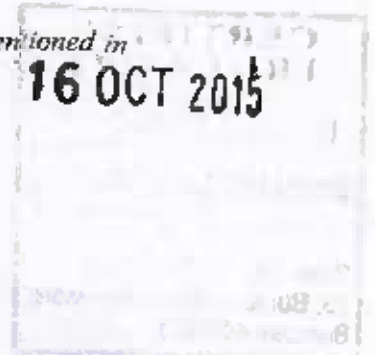
The Executive Engineer,
Building Proposal - WS,
MCGM Office, H&K Ward, R.K. Patkar Marg,
Bandra (W), Mumbai 400 050.

P.S.: The Amended Commencement Certificate is issued subject to the conditions mentioned in the following letter no. TCP (P-2)/ODC/CC/3.113/II/1440 /2015, Dated: **16 OCT 2015**

**CERTIFIED
TRUE COPY**

BHUPENDRA PATRAWALA,
Architect

Room No. F, 2nd Floor
93, Bombay Samachar Marg,
Bombay-400 023.



15% R.G. + 5% PHYSICAL R.G. AREA DIAGRAM

SCALE = 1:200

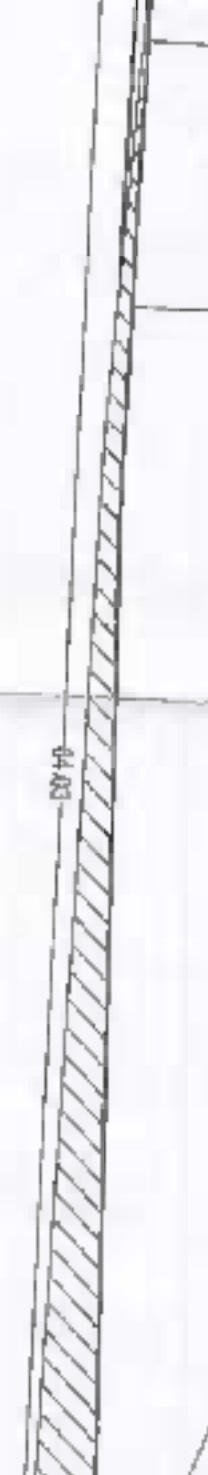
15% R.G. + 5% PHYSICAL R.G. AREA DIAGRAM

SCALE = 1:200



BLOCK PLAN

SCALE = 1:200



LOCATION PLAN

SCALE = 1:4000



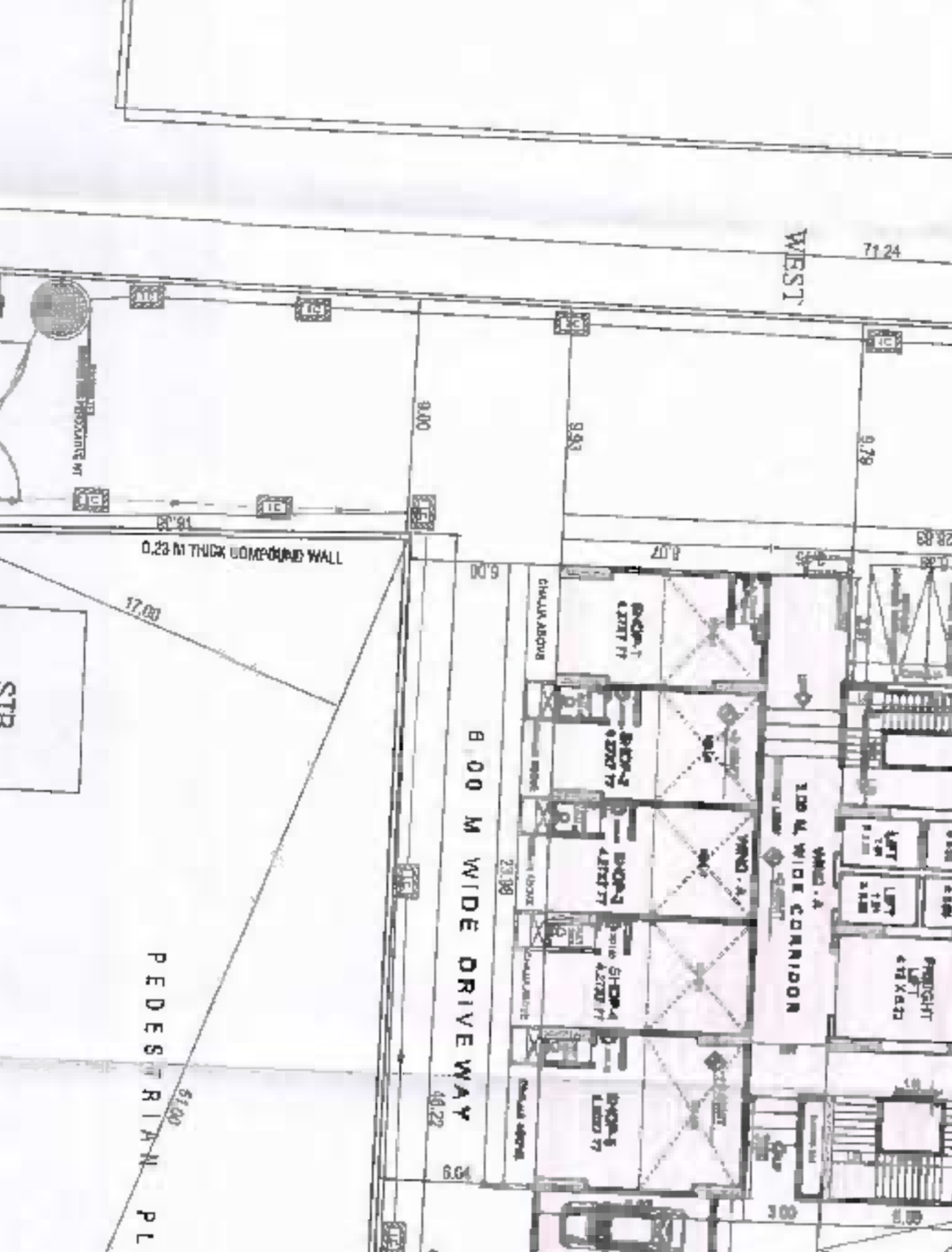
sect. thro. compd. wall

scale = 1:200



PLOT AREA DIAGRAM

SCALE = 1:200



SITE LEVEL & GROUND FLOOR PLAN

SCALE = 1:200

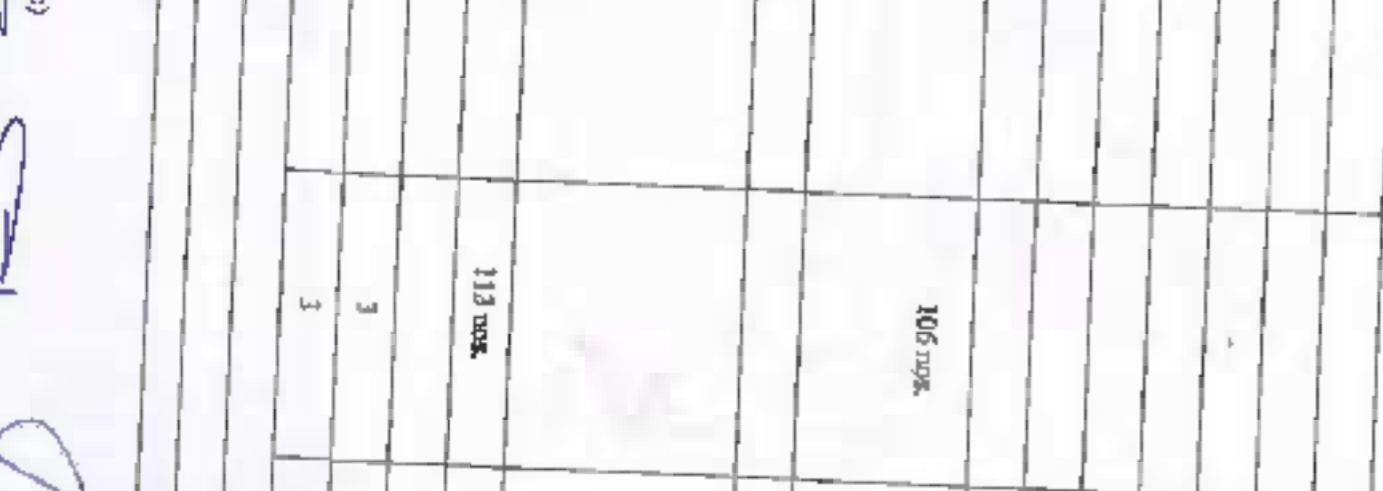
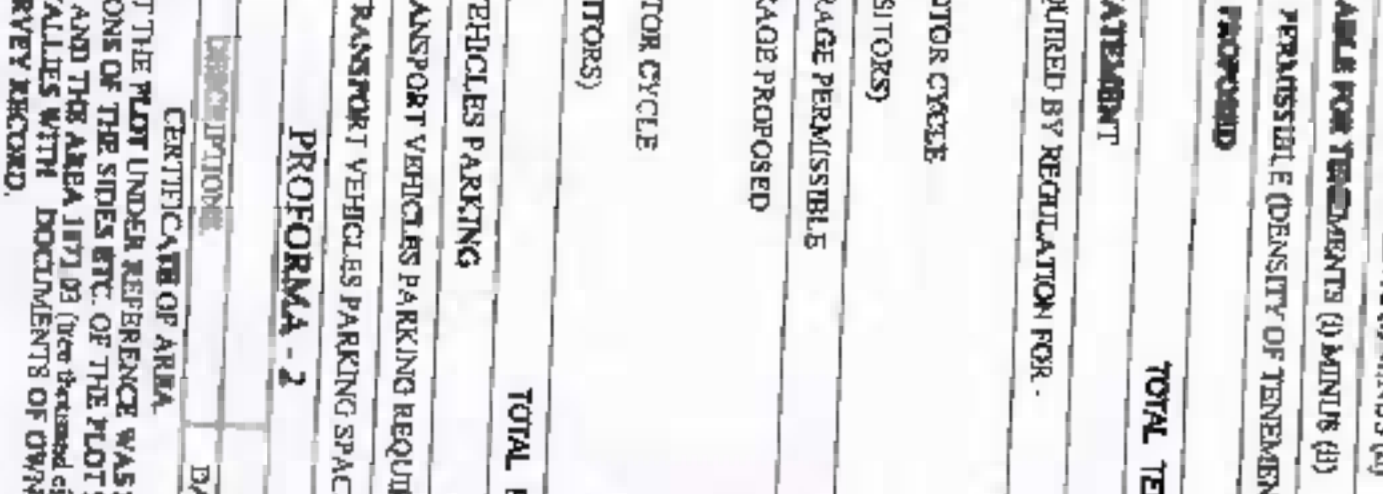
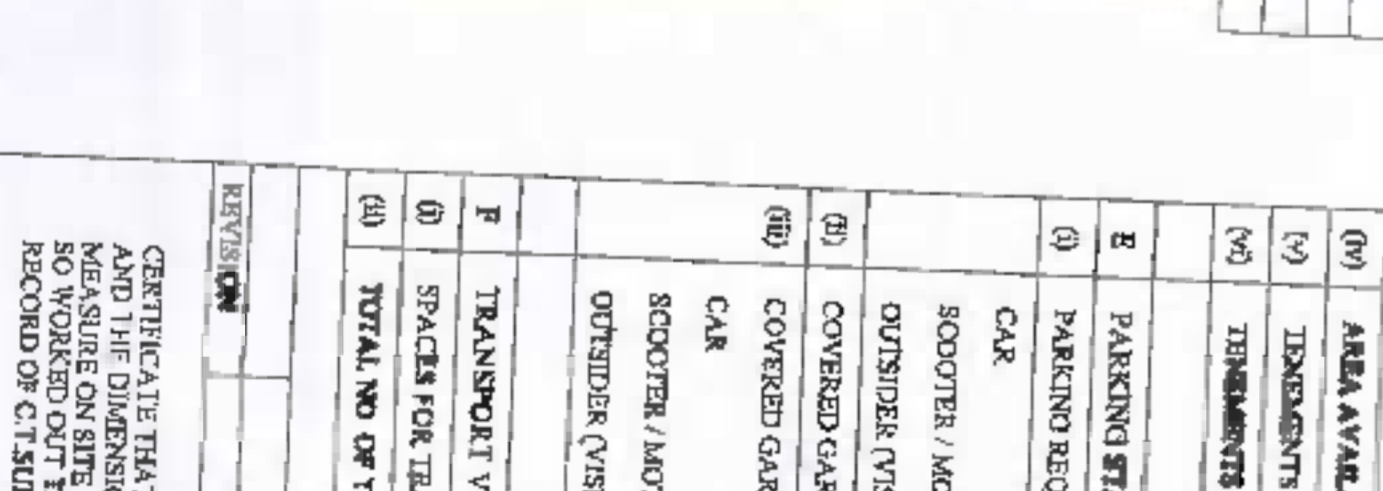
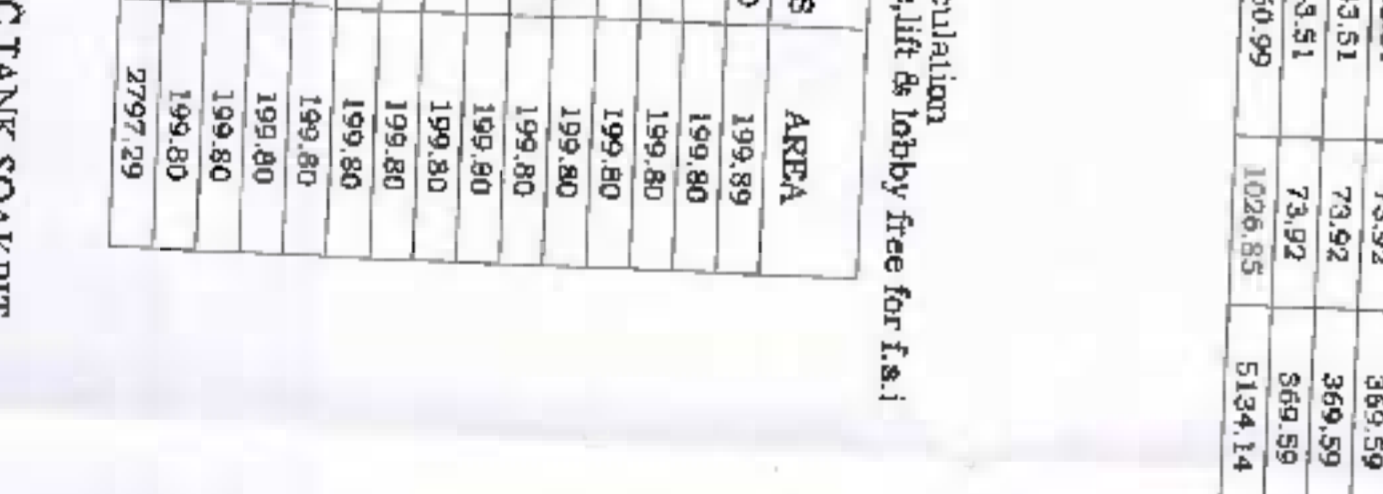
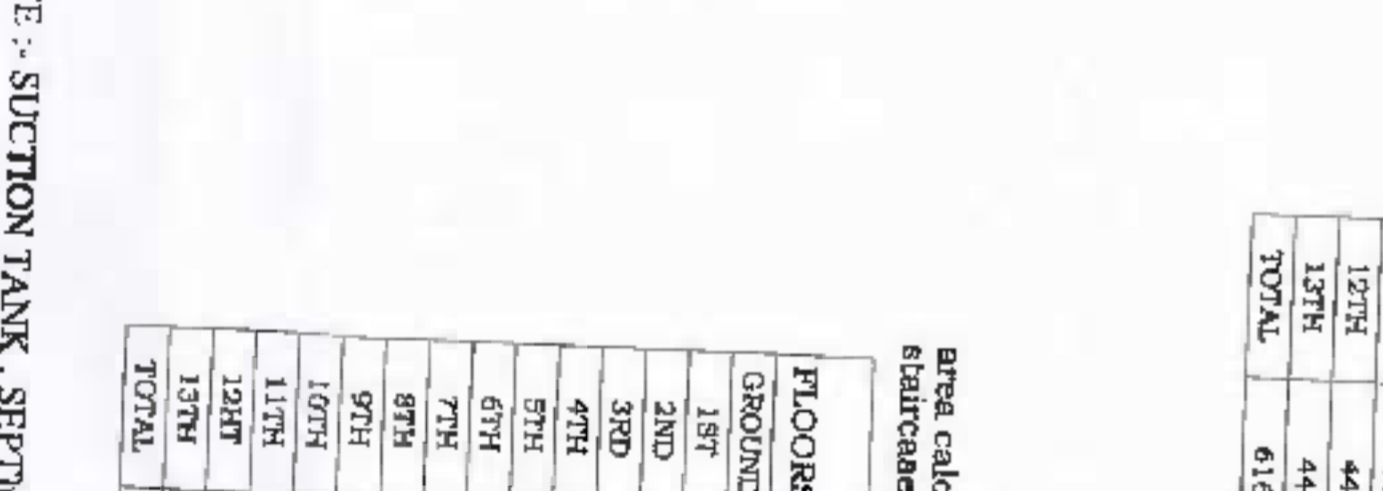
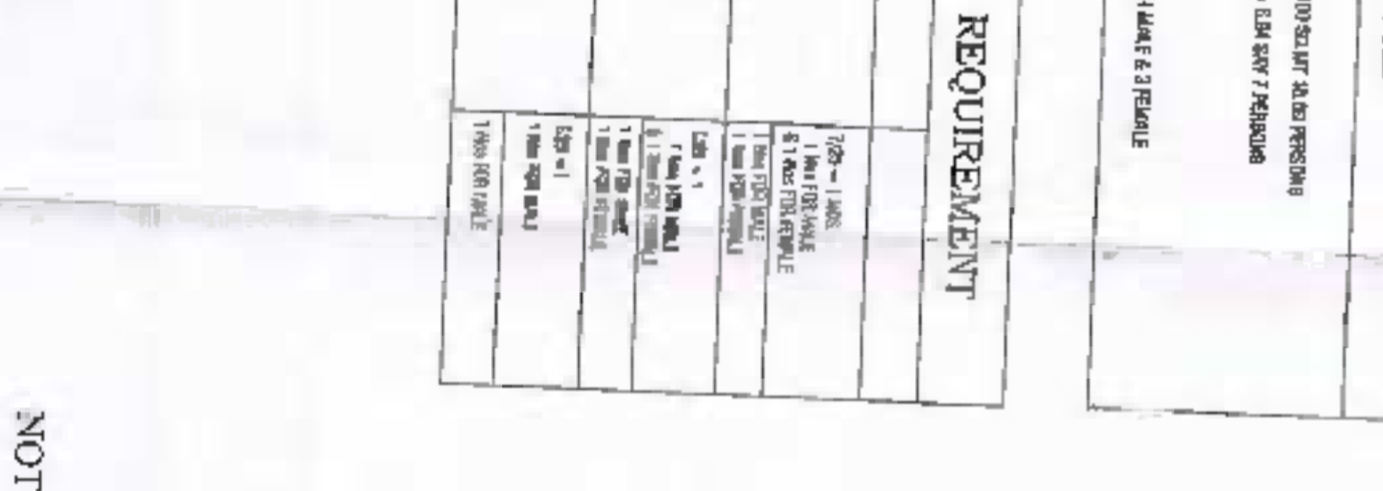
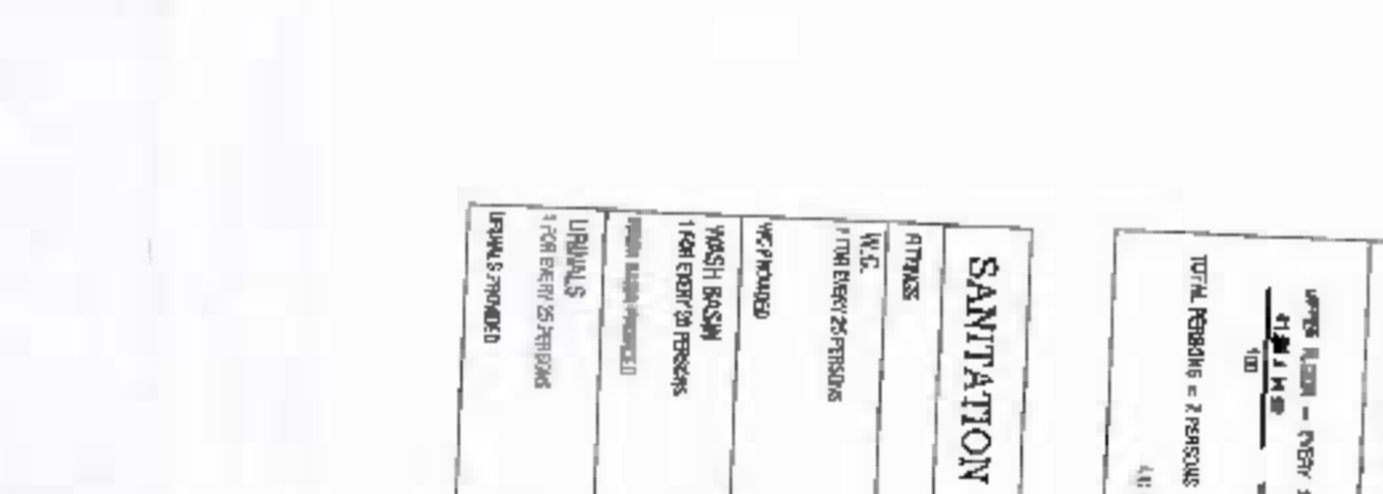
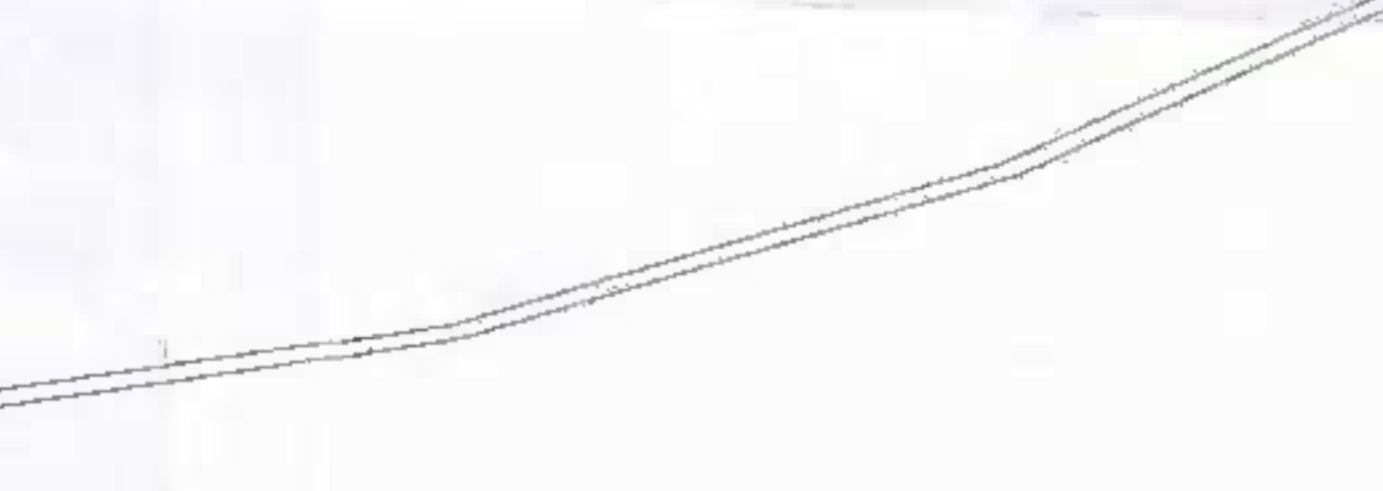


Table with columns: AREA, PARK. REQD. BY RULE, TOTAL PARK. REQD., TOTAL PARK. PROV. Includes rows for 1. parking space, 2. motor cycle, 3. 2-wheeler, 4. Auto Rickshaw, 5. 4-wheeler, 6. M. L. C. PARKING, 7. 2 & 3 & 7 PARKING.

PARKING AREA STATEMENT

transport vehicle parking reqd (2000/400) = 24640/400 = 61.60 nos.
transport vehicle parking prov. = 61 nos.

BUILT UP AREA STATEMENT

Table with columns: FLOOR NO., BUILT UP AREA, TOTAL B.U.A. (A+B), TOTAL B.U.A. (A+B). Includes rows for FLOORING, WALLING, ROOFING, etc.

SANITATION REQUIREMENT

Table with columns: SANITATION TYPE, QUANTITY, UNIT. Includes rows for WATER, SEWER, etc.

OCCUPANT LOAD

Table with columns: FLOOR NO., OCCUPANT LOAD, TOTAL OCC. Includes rows for FLOORING, WALLING, etc.

NOTE

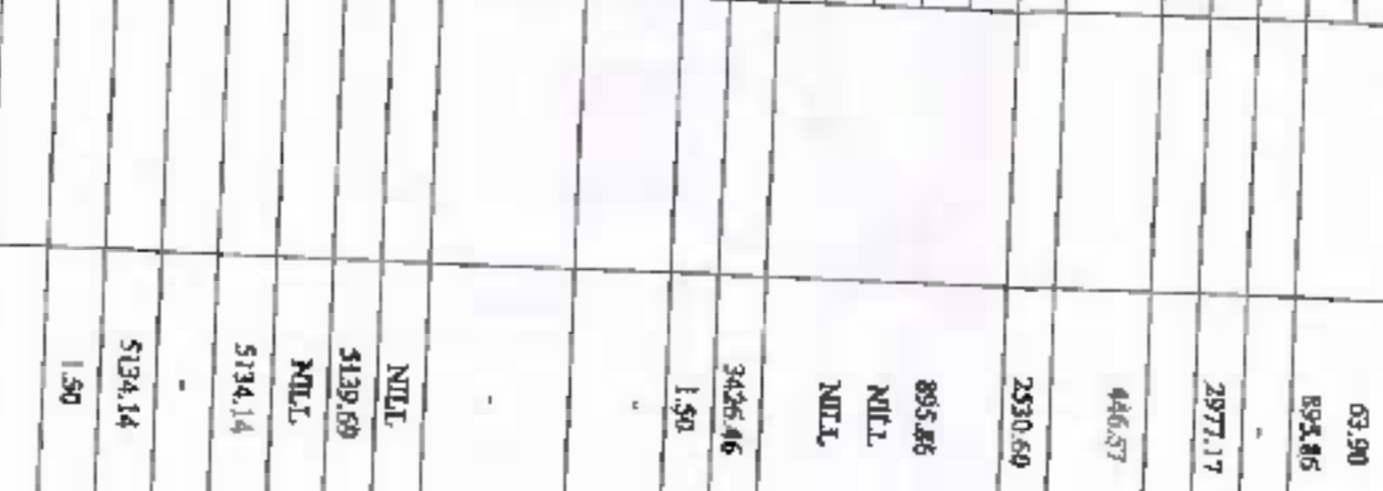
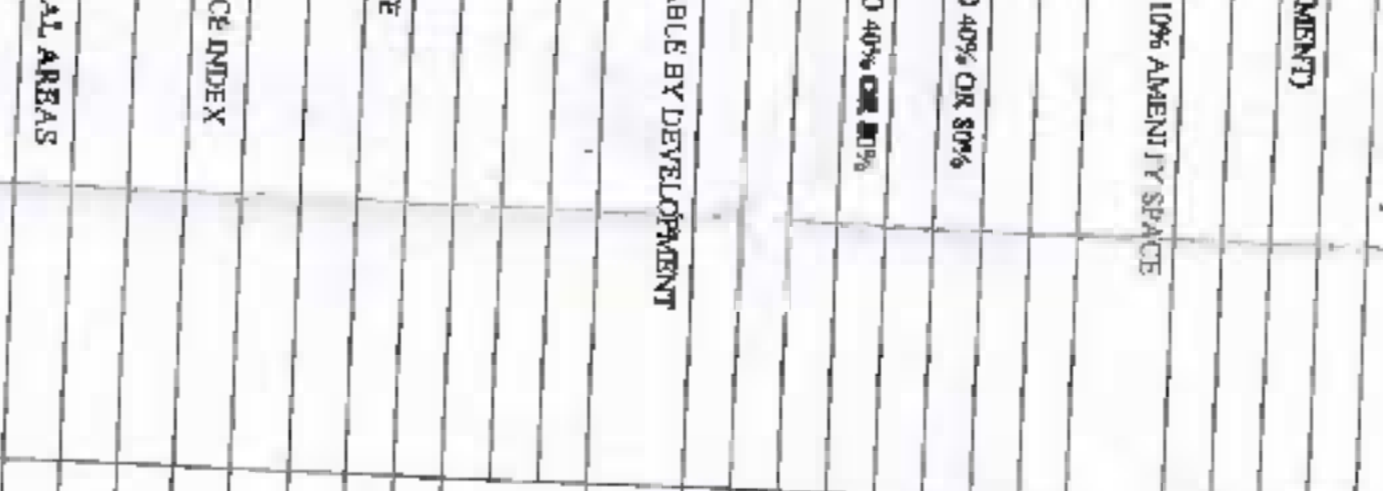
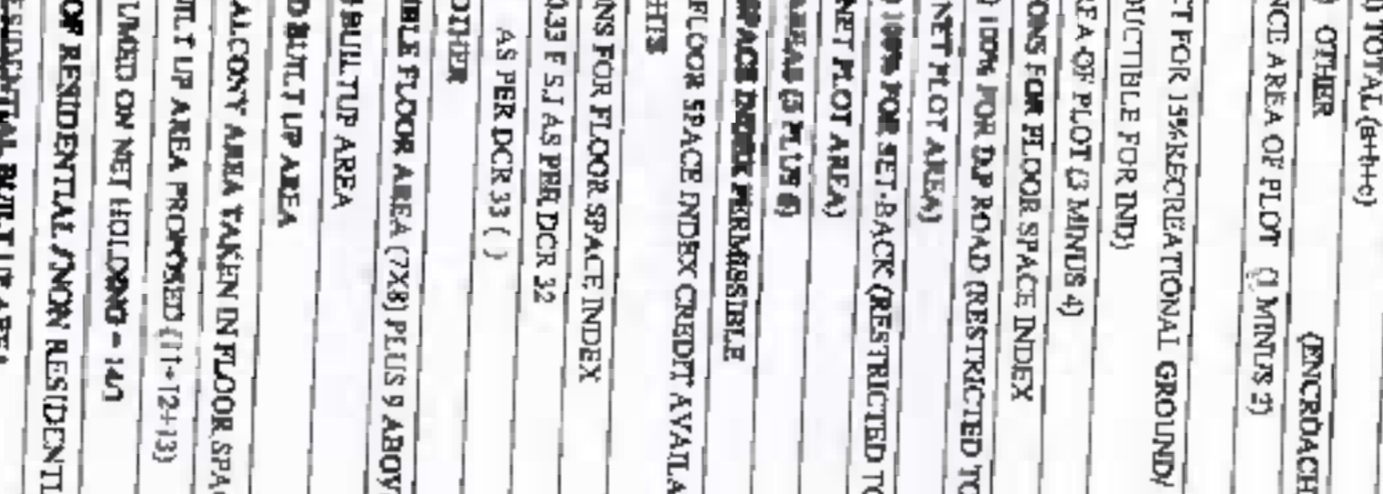
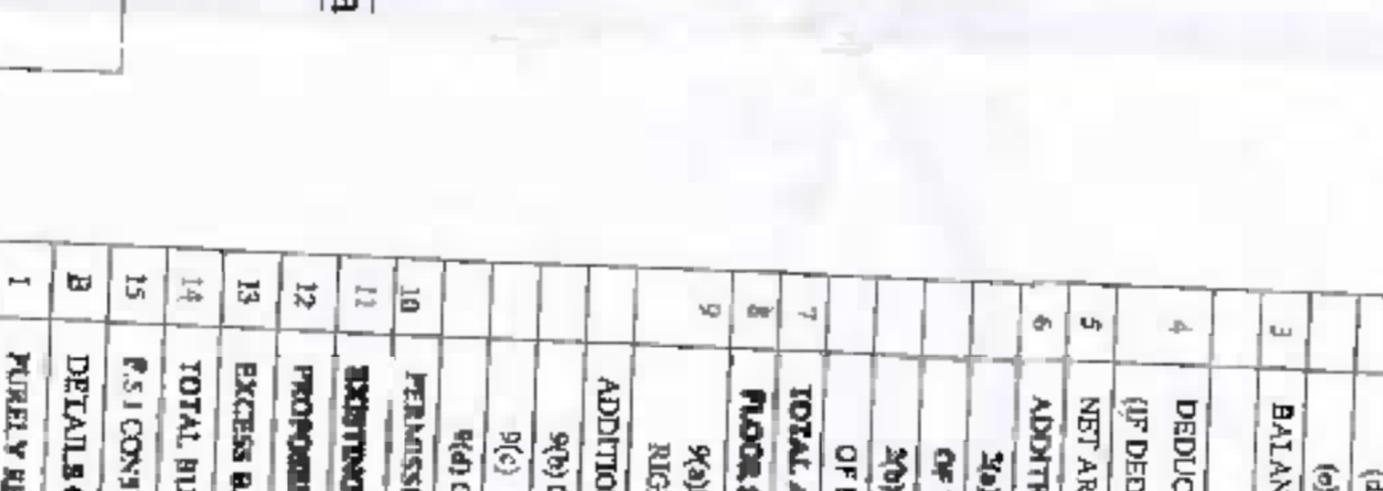
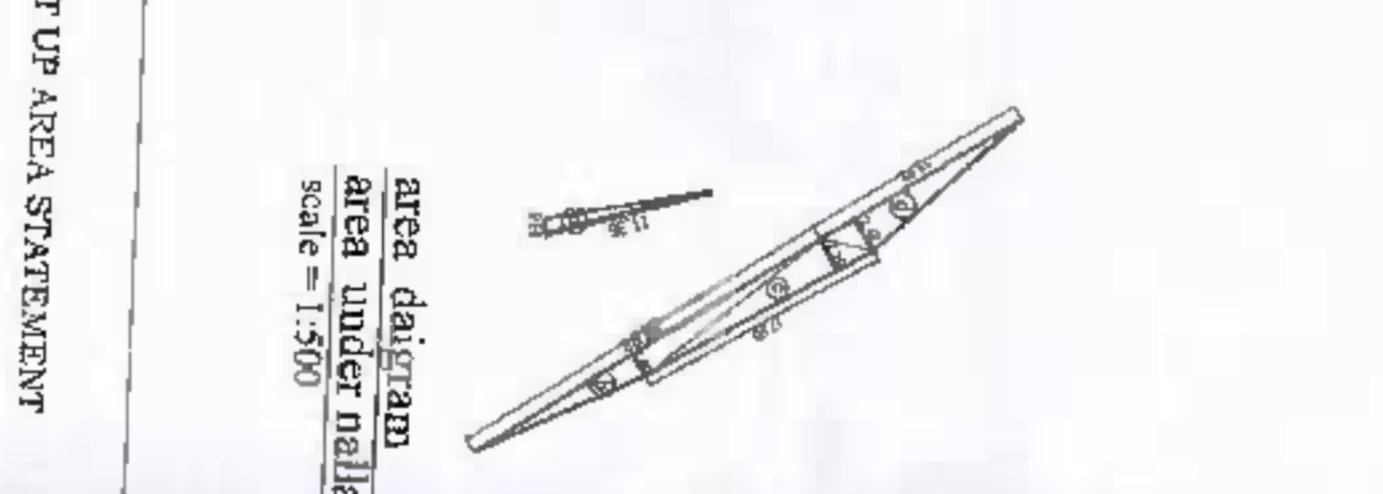
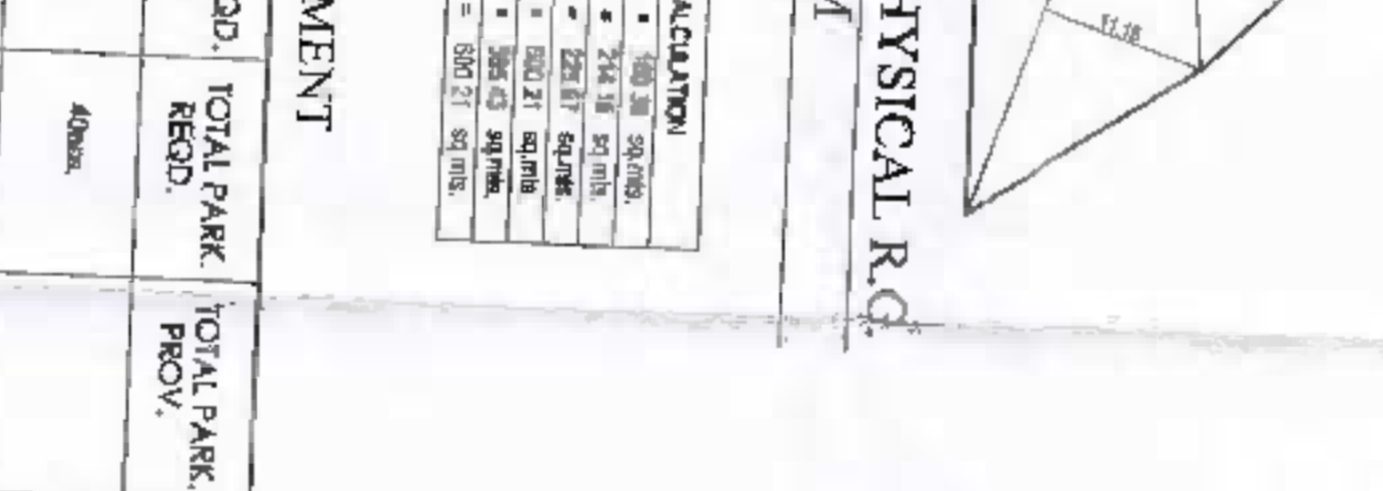
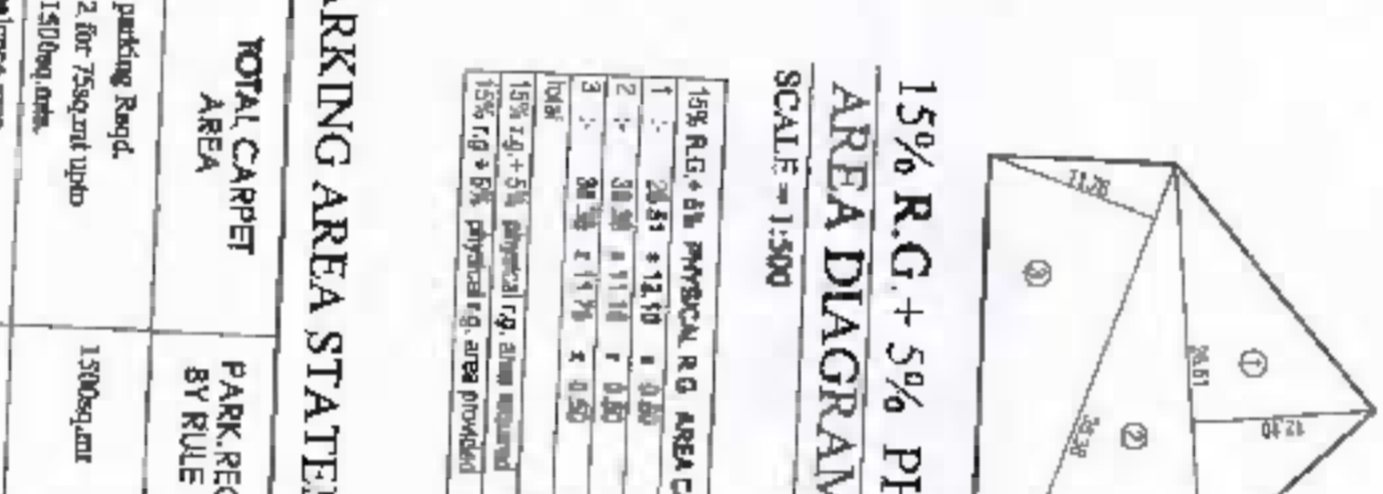
NOTE - SUCTION TANK, SEPTIC TANK SOAKPIT, PLUSH WITH GROUND LEVEL WITH HEAVY DUTY SLAB (DOUBLE 'A' CLASS LOADING)

Table with columns: SLOPE, DISTANCE, DATE, SIGN. Includes rows for various details.

Table with columns: AREA, BUILT UP AREA, TOTAL B.U.A. (A+B), TOTAL B.U.A. (A+B). Includes rows for FLOORING, WALLING, ROOFING, etc.

15% R.G. + 5% PHYSICAL R.G. AREA DIAGRAM

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



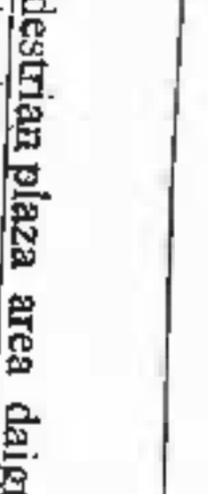
PROFORMA - A-1

SCALE = 1:200



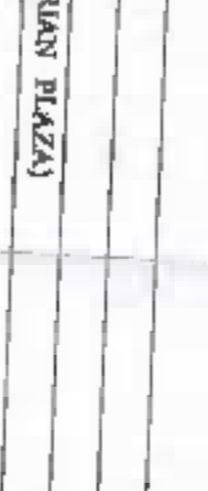
PROFORMA - A-1

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



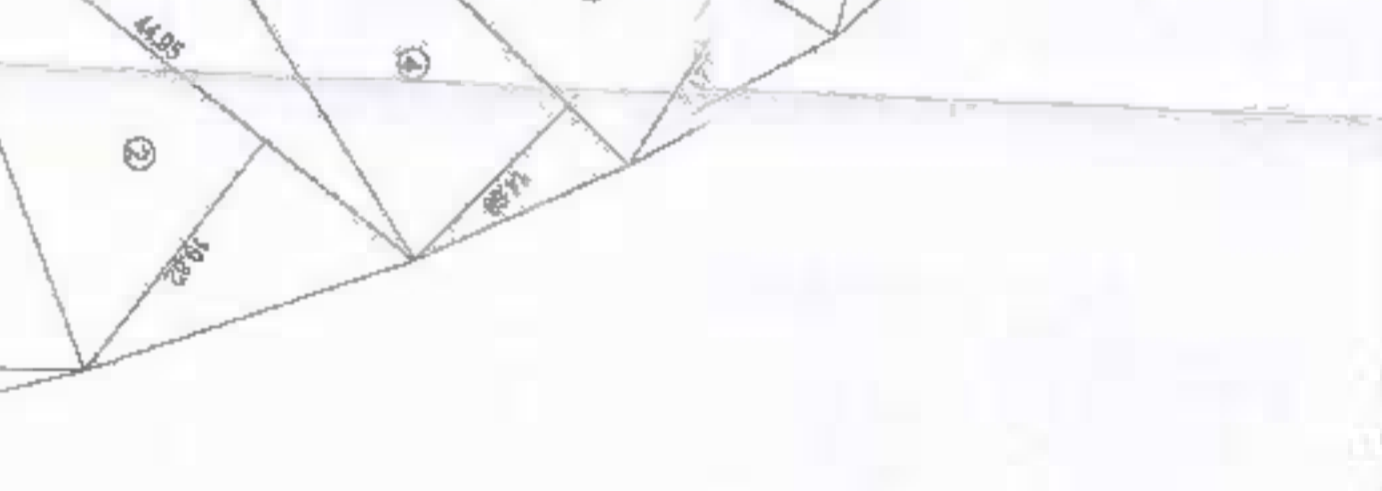
Table with columns: AREA, BUILT UP AREA, TOTAL B.U.A. (A+B), TOTAL B.U.A. (A+B). Includes rows for FLOORING, WALLING, ROOFING, etc.

PLOT AREA CALCULATION

Table with columns: AREA, BUILT UP AREA, TOTAL B.U.A. (A+B), TOTAL B.U.A. (A+B). Includes rows for FLOORING, WALLING, ROOFING, etc.

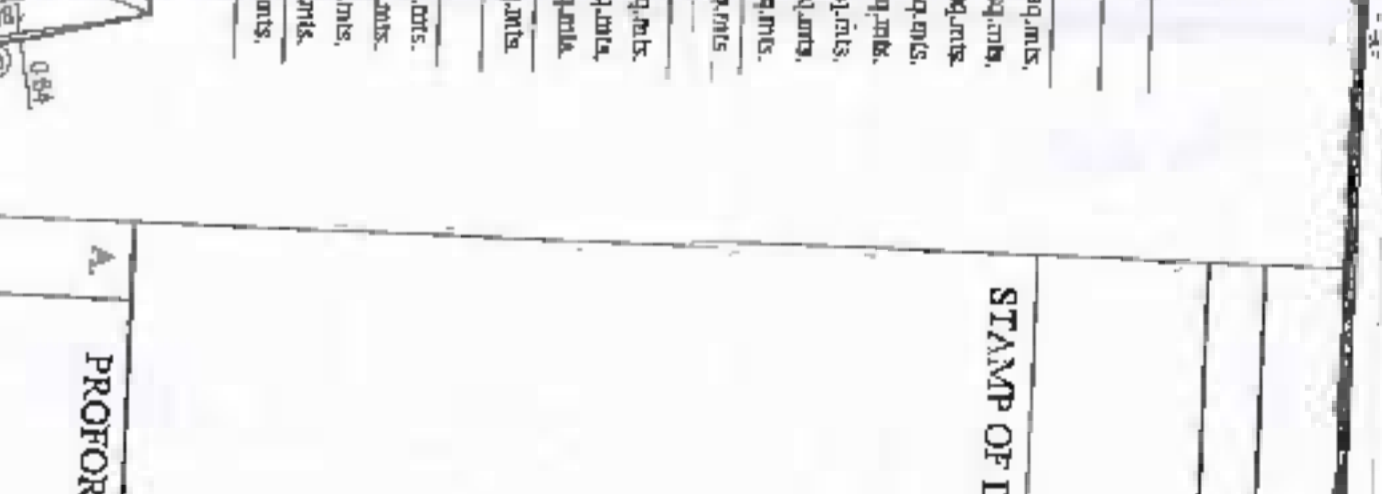
PROFORMA - A-1

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



PROFORMA - A-1

SCALE = 1:200



CONTENTS OF SHEET

DRG. NO. R-1

SCALE OF DATE OF RECEIPT OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

SCALE OF APPROVAL OF PLANS

Table with columns: DATE, SIGNATURE OF OWNER, ARCHITECT. Includes rows for various details.

Architect

bhupendra patrawala

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

SCALE = 1:200

CONTENTS OF SHEET
 TYPICAL FLOOR PLAN (1ST TO 5TH & 7TH, 9TH, 11TH & 13TH FLOOR)
 REFUGE FLOOR PLAN (6TH, 8TH, 10TH & 12TH FLOOR)
 TERRACE FLOOR PLAN

STAMP OF DATE OF APPROVAL OF PLAN

STAMP OF DATE OF SUBMISSION OF PLAN

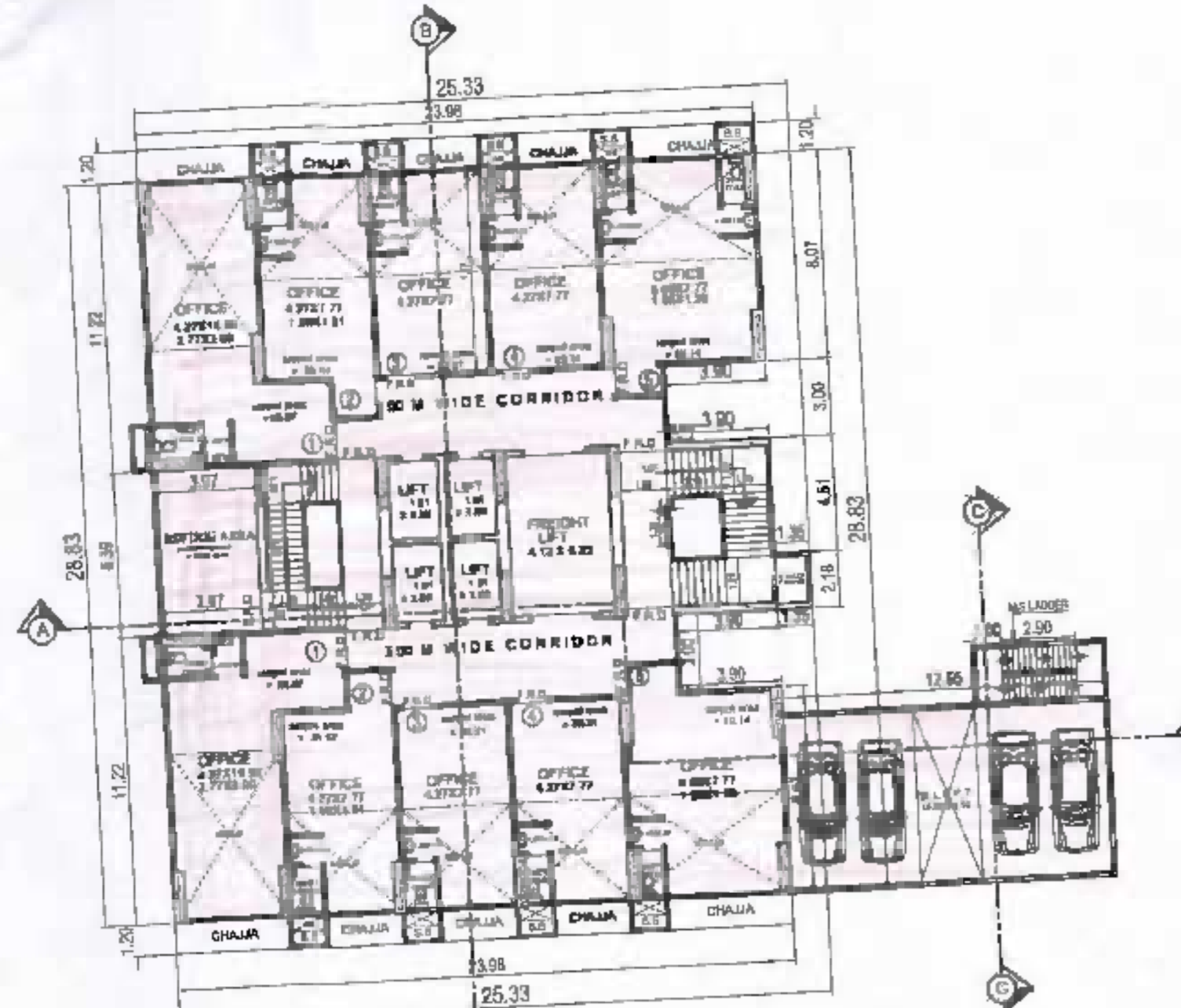
DESCRIPTION OF PROPOSAL & PROPERTY

SIGNATURE & NAME OF OWNER

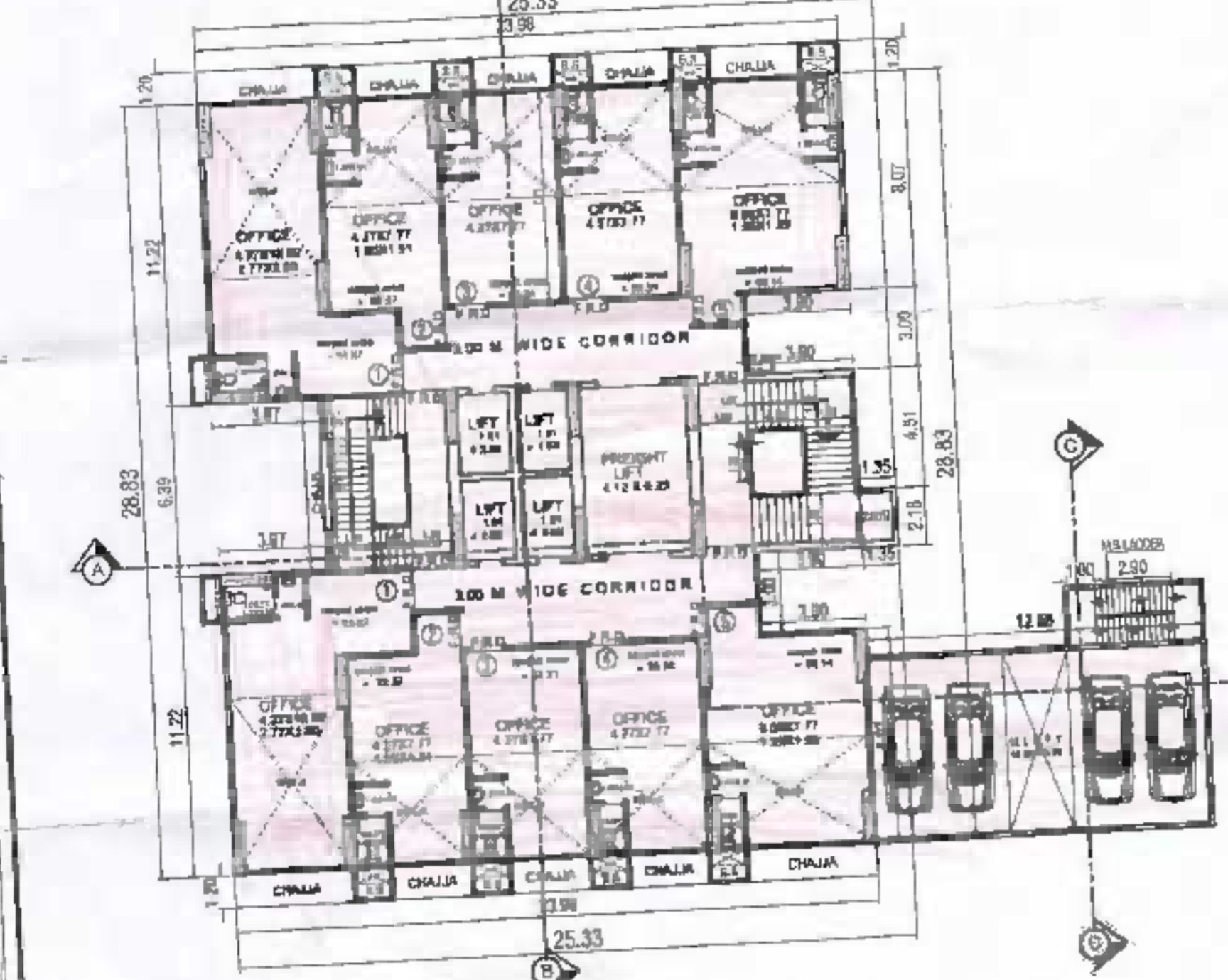
KEY TECH

SCALE: 1:50
 JOB NO: 302
 CHECKED BY: DRN BY: KALEEM
 SIGNATURE & ADDRESS OF ARCHITECT

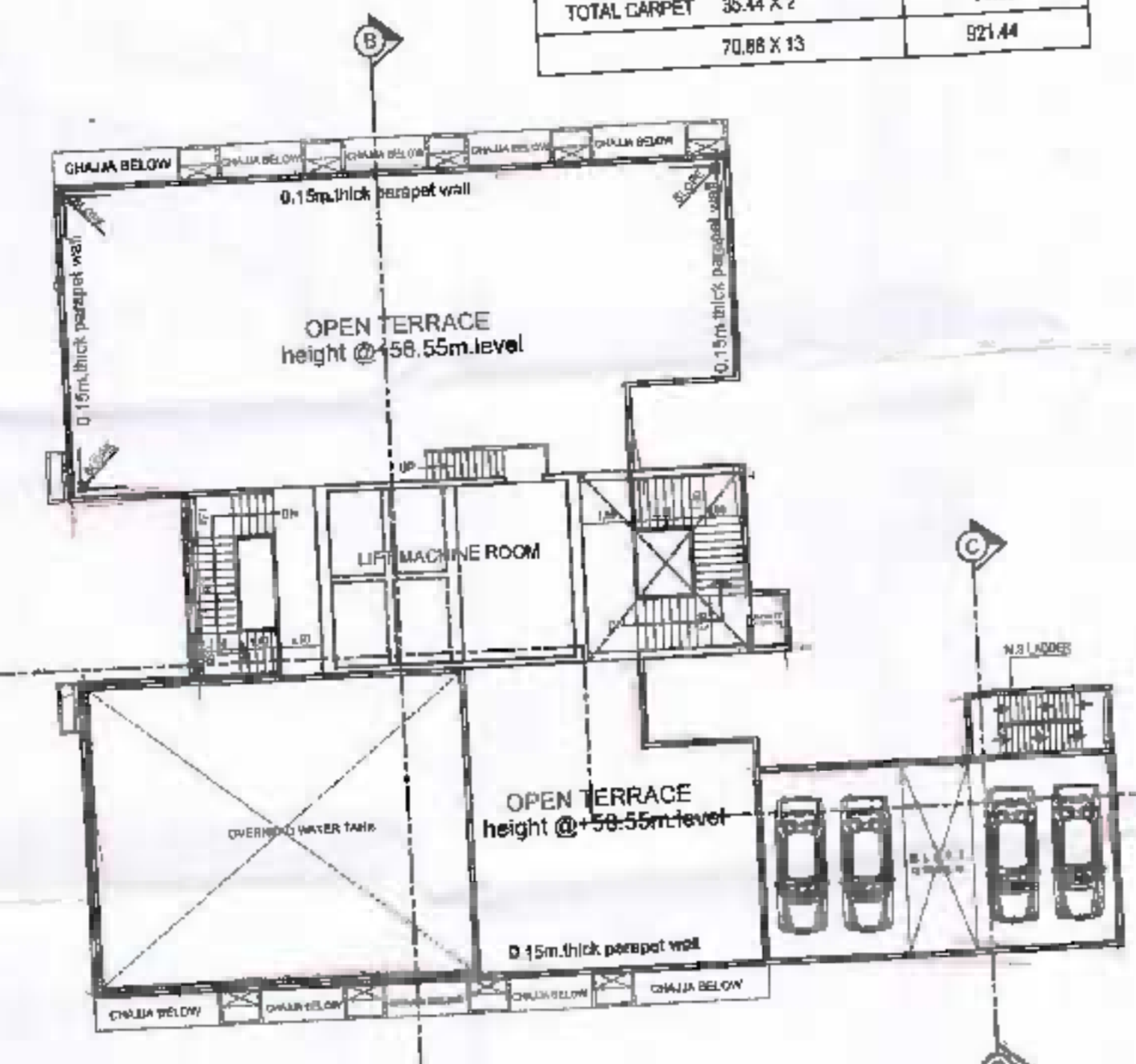
Architect *rcs*
 bhupendra patrawala
 room no: 2nd floor,
 95, main street, near
 market, 400 023.



REFUGE FLOOR PLAN
 (6TH, 8TH, 10TH & 12TH FLOOR PLAN)
 +25.35 m. level, +33.65m. level, +41.95m, +50.25m level.
 scale = 1:200



TYPICAL FLOOR PLAN
 (1ST TO 5TH & 7TH, 9TH, 11TH & 13TH FLOOR PLAN)
 +4.60m level, +21.20m. level, +29.50m, +46.10m level, +54.40m level.
 scale = 1:200



TERRACE FLOOR PLAN
 +58.55m level
 scale = 1:200

TOTAL CARPET AREA GROUND FLOOR (WING - A&B)
 TOTAL CARPET AREA 1ST TO 13TH FLOOR (WING - A&B) 111.46 X 12
 TOTAL CARPET AREA ALL FLOOR (WING - A&B)

= 304.83 SQ.M
 = 3346.25 SQ.M
 = 3651.08 SQ.M

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|---|-------------|-----------------|
| OFFICE NO. 3 & 4 (1ST TO 13TH FLOOR WING - A&B) | | 4 |
| OFFICE | 4.27 X 7.77 | 33.18 |
| TOTAL | | 33.18 |
| TOTAL CARPET | 33.18 X 4 | 132.72 |
| | 132.72 X 13 | 1725.36 |

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|---|-------------|-----------------|
| OFFICE NO. 2 (1ST TO 13TH FLOOR WING - A&B) | | 2 |
| OFFICE | 4.27 X 7.77 | 33.18 |
| OFFICE | 1.50 X 1.51 | 2.26 |
| TOTAL | | 35.44 |
| TOTAL CARPET | 35.44 X 7 | 248.08 |
| | 70.88 X 13 | 921.44 |

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|---|-------------|-----------------|
| OFFICE NO. 5 (1ST TO 13TH FLOOR WING - A & B) | | 2 |
| OFFICE | 6.00 X 7.77 | 46.62 |
| OFFICE | 1.25 X 1.95 | 2.54 |
| TOTAL | | 49.16 |
| TOTAL CARPET | 49.16 X 2 | 98.32 |
| | 98.32 X 13 | 1278.16 |

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|---|--------------|-----------------|
| OFFICE NO. 1 (1ST TO 13TH FLOOR WING - A&B) | | 2 |
| OFFICE | 4.27 X 10.92 | 46.63 |
| OFFICE | 2.77 X 3.00 | 8.31 |
| TOTAL | | 54.94 |
| TOTAL CARPET | 54.94 X 2 | 109.88 |
| | 109.88 X 12 | 1318.56 |

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|--|-------------|-----------------|
| SHOP NO. 1 (GROUND FLOOR WING - A & B) | | 2 |
| SHOP | 6.00 X 7.77 | 46.62 |
| TOTAL | | 46.62 |
| TOTAL CARPET | 46.62 X 2 | 93.24 |

STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|---|-------------|-----------------|
| SHOP NO. 2, 3 & 4 (GROUND FLOOR WING - A & B) | | 8 |
| SHOP | 4.27 X 7.77 | 33.18 |
| SHOP | | 33.18 |
| TOTAL | | 66.36 |
| TOTAL CARPET | 66.36 X 6 | 398.16 |

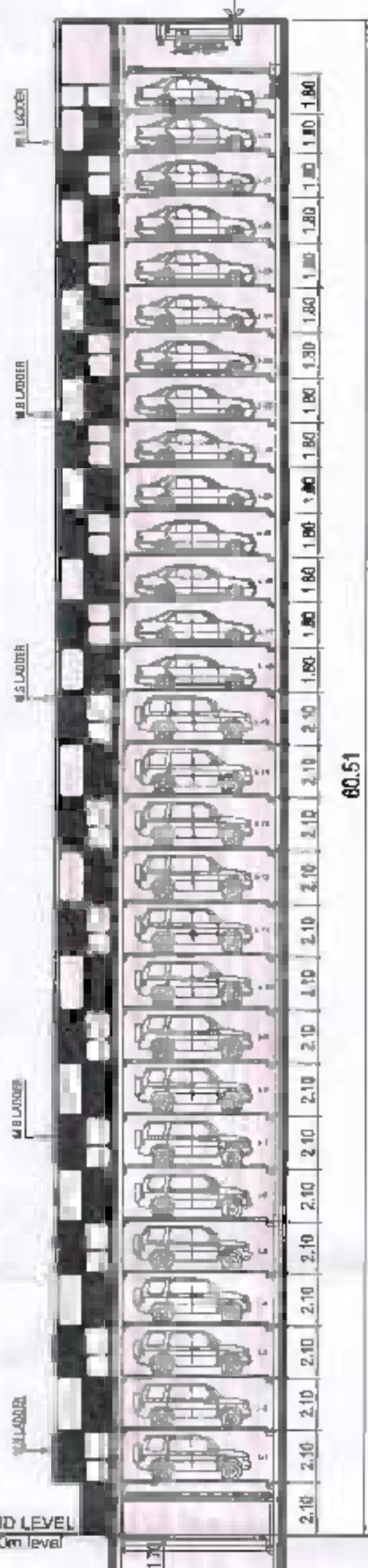
STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|-------------------------------------|-------------|-----------------|
| SHOP NO. 1 (GROUND FLOOR WING - 13) | | 1 |
| SHOP | 4.27 X 6.12 | 26.14 |
| TOTAL | | 26.14 |

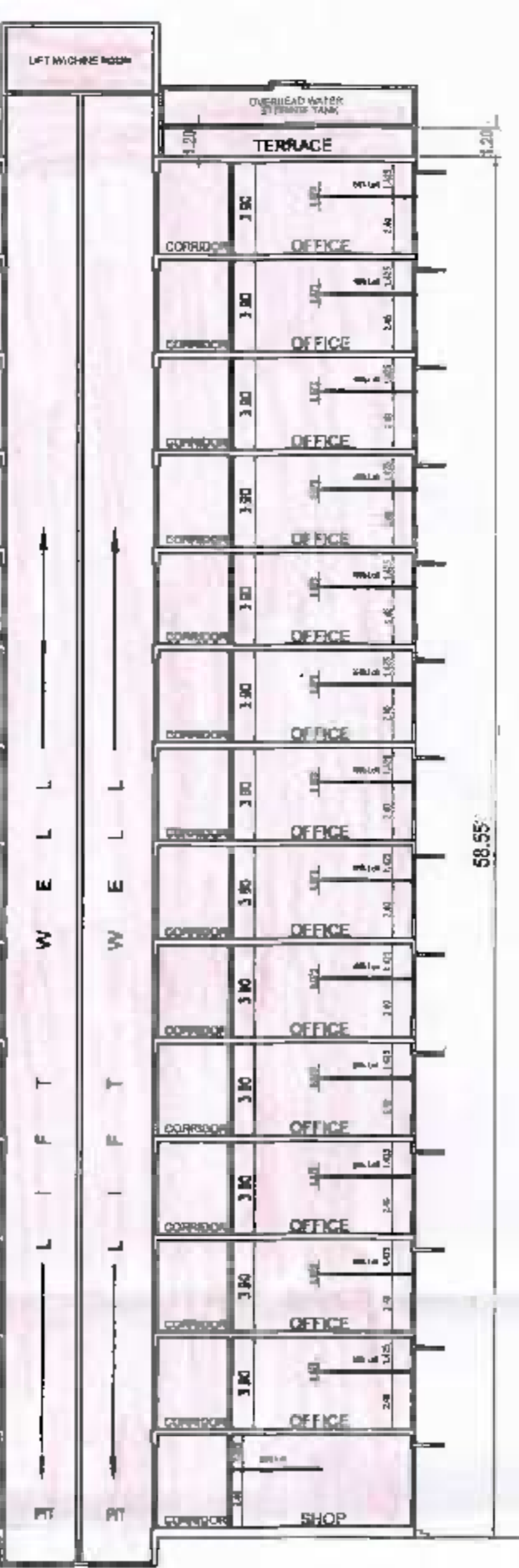
STATEMENT OF CARPET AREA

| ROOM | SIZE | AREA IN SQ.MTS. |
|------------------------------------|-------------|-----------------|
| SHOP NO. 1 (GROUND FLOOR WING - A) | | 1 |
| SHOP | 4.27 X 7.77 | 33.18 |
| TOTAL | | 33.18 |

NO. TOWER FOR PARKING
10 NO. = NO. OF CAR PARKING
27 NO. = NO. OF LEVELS

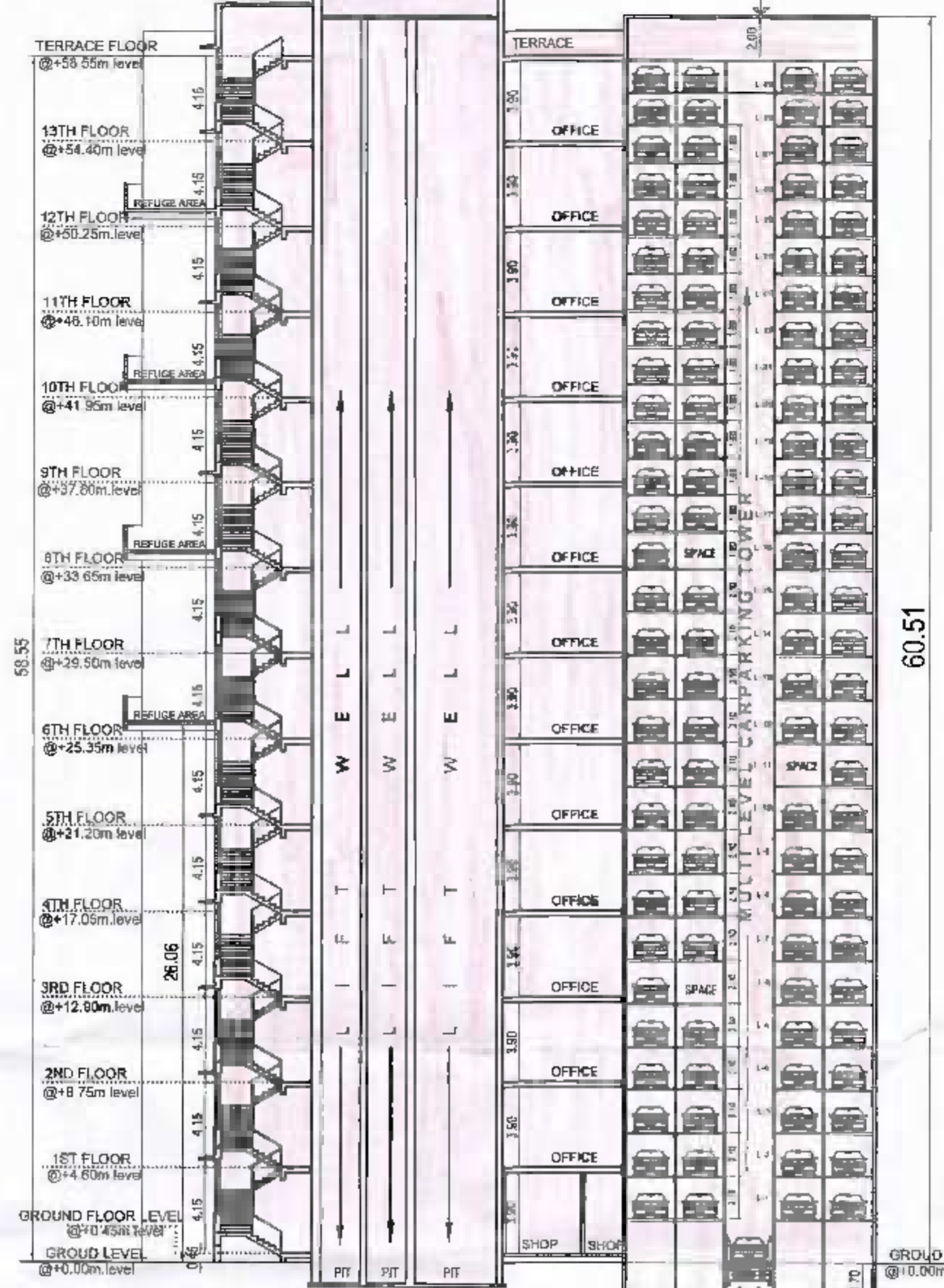


SECTION - C - C
SCALE - 1:100



SECTION - B - B
SCALE - 1:200

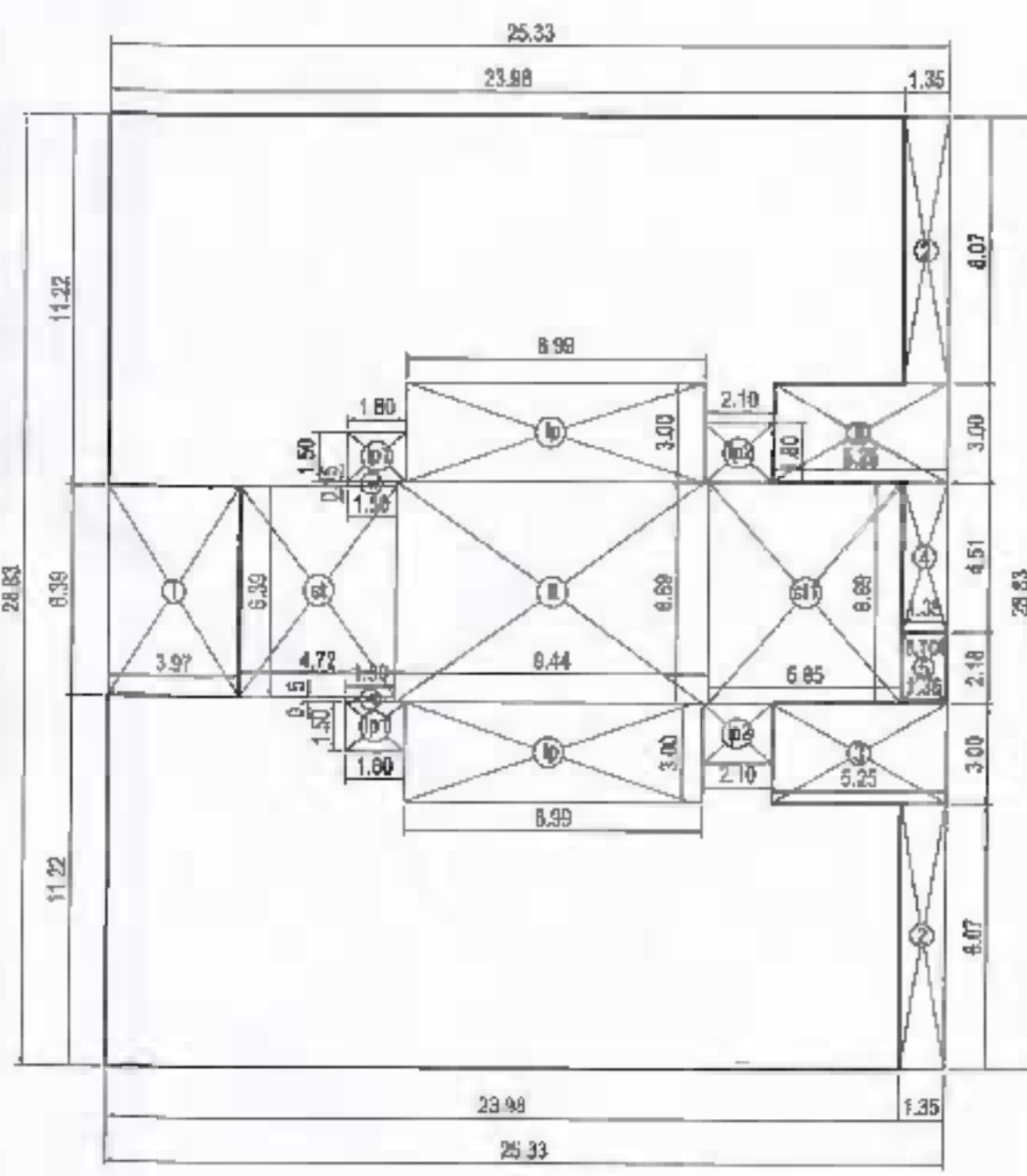
CAR TOWER FOR PARKING
NO. OF CAR PARKING = 10 NO. LEVELS
NO. OF LEVELS = 27 NO.



SECTION - A - A
SCALE - 1:200

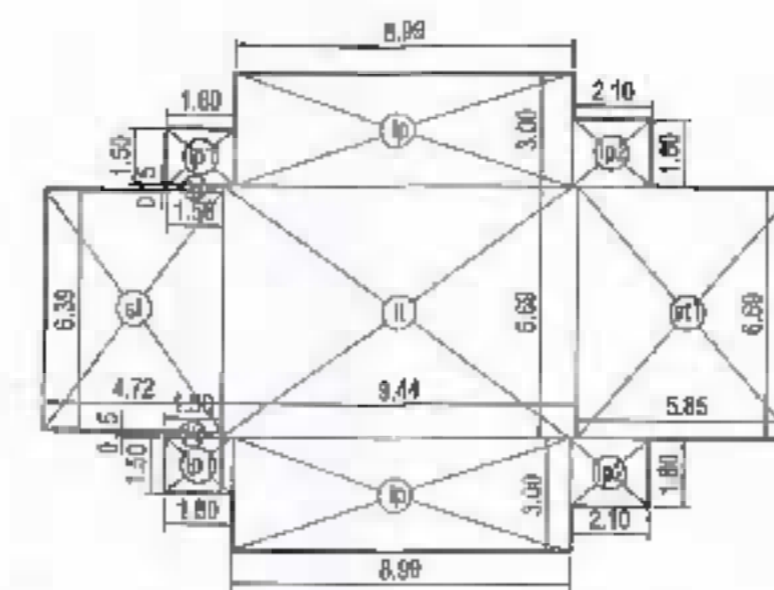
Architect *[Signature]*
bhupendra patrawah

Room no. 7th 2nd floor,
93, Mumbai samachar marg,
mumbai - 400 023.



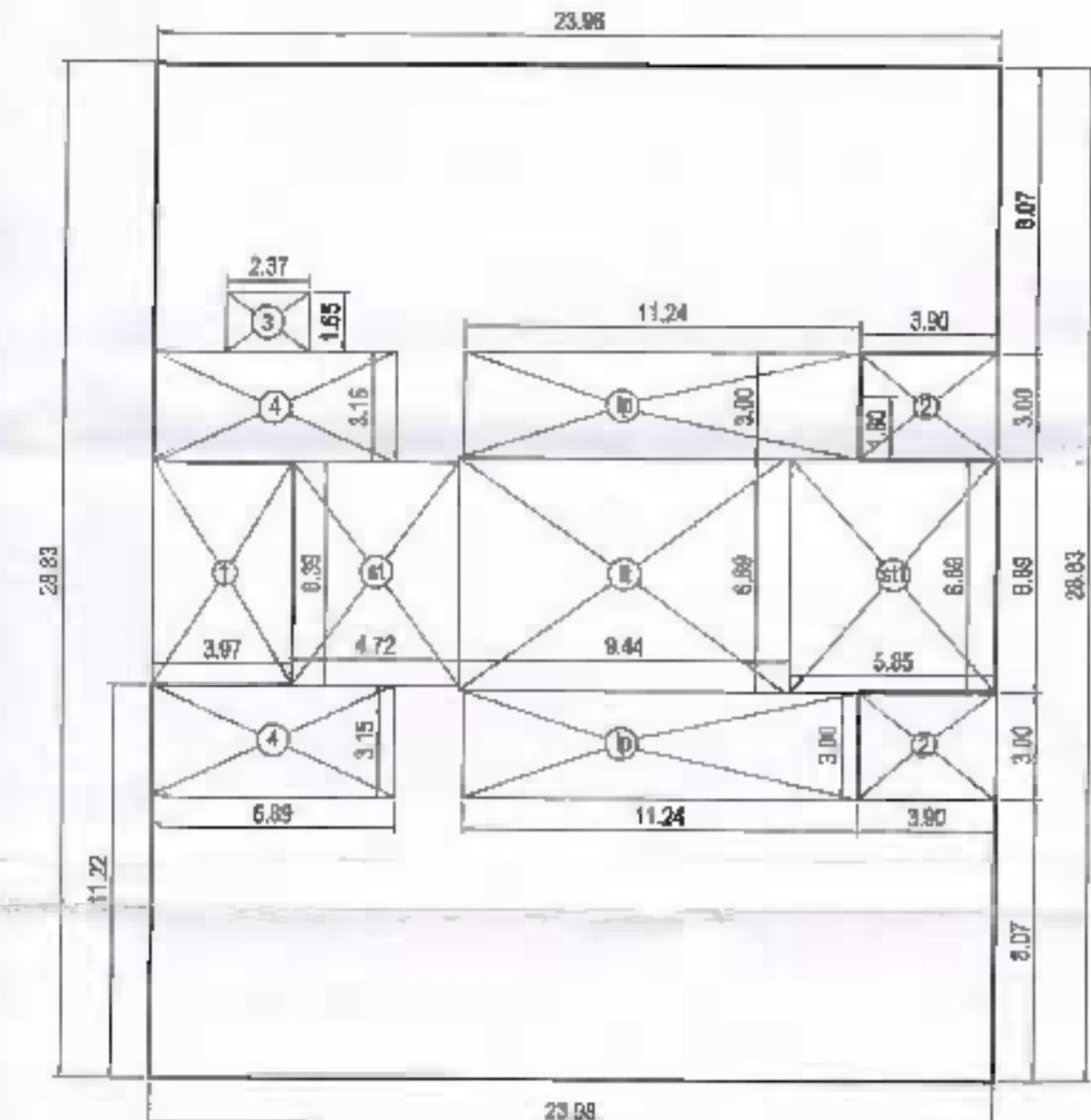
TYPICAL FLOOR AREA DIAGRAM
1ST TO 13TH FLOOR
scale = 1:200

| BUILT UP AREA CALCULATION | |
|---------------------------------|-----------------|
| NET TO 13TH FLOOR PLAN | |
| A > 25.33 x 28.63 | = 726.26 sq.mts |
| total | = 726.26 sq.mts |
| deductions: | |
| 1 > 3.87 x 6.15 x 10nos | = 23.77 sq.mts |
| 2 > 1.35 x 8.87 x 2nos | = 23.79 sq.mts |
| 3 > 3.25 x 3.00 x 2nos | = 19.50 sq.mts |
| 4 > 1.85 x 4.41 x 1nos | = 8.18 sq.mts |
| 5 > STAIRCASE | = 2.28 sq.mts |
| total | = 68.52 sq.mts |
| net area deduction: | |
| 6 > 4.72 x 6.20 x 1nos | = 29.16 sq.mts |
| 7 > 3.25 x 6.80 x 1nos | = 22.10 sq.mts |
| 8 > 4.30 x 7.50 x 1nos | = 32.25 sq.mts |
| 9 > 1.80 x 1.80 x 2nos | = 6.48 sq.mts |
| 10 > 2.10 x 1.80 x 2nos | = 7.56 sq.mts |
| 11 > 3.44 x 8.85 x 1nos | = 30.44 sq.mts |
| 12 > 1.50 x 8.15 x 2nos | = 24.45 sq.mts |
| total | = 150.44 sq.mts |
| total deduction (6-12) | = 280.75 sq.mts |
| total built up area (1-12) | = 445.51 sq.mts |
| permissible built up area (20%) | = 145.88 sq.mts |



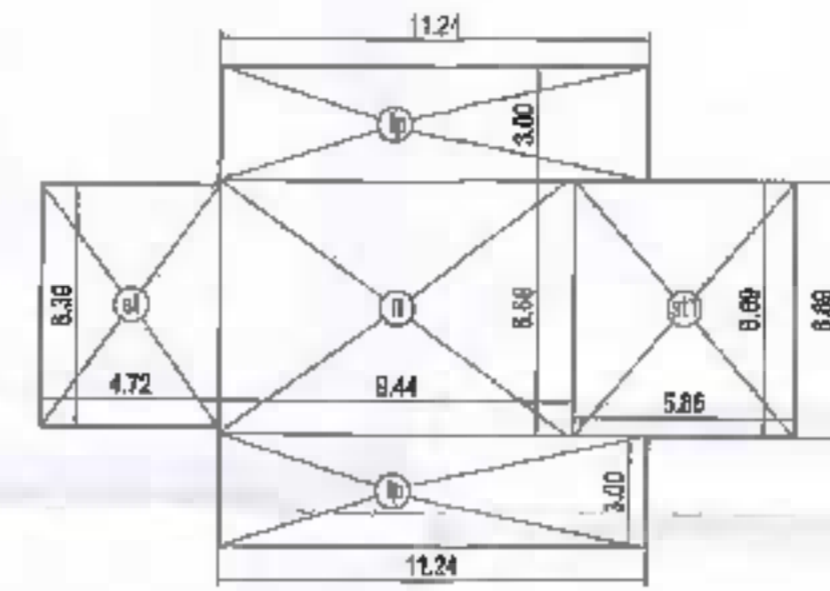
AREA DIAGRAM FOR 1ST FLOOR TO 13TH FLOOR
STAIRCASE, LIFT & LOBBY TAKEN FREE FOR F.S.I
SCALE = 1:200

| AREA CALCULATION 1ST FLOOR TO 13TH FLOOR | |
|--|-----------------|
| deductions for L.L.I. | |
| 1 > 4.72 x 6.20 x 1nos | = 29.16 sq.mts |
| 2 > 3.25 x 6.80 x 1nos | = 22.10 sq.mts |
| 3 > 4.30 x 7.50 x 1nos | = 32.25 sq.mts |
| 4 > 1.80 x 1.80 x 2nos | = 6.48 sq.mts |
| 5 > 2.10 x 1.80 x 2nos | = 7.56 sq.mts |
| 6 > 3.44 x 8.85 x 1nos | = 30.44 sq.mts |
| 7 > 1.50 x 8.15 x 2nos | = 24.45 sq.mts |
| total | = 150.44 sq.mts |



GROUND FLOOR AREA DIAGRAM
scale = 1:200

| BUILT UP AREA CALCULATION | |
|---------------------------------|-----------------|
| GROUND FLOOR | |
| A > 23.80 x 28.43 | = 676.34 sq.mts |
| total | = 676.34 sq.mts |
| deductions: | |
| 1 > 3.87 x 6.15 x 1nos | = 23.77 sq.mts |
| 2 > 3.50 x 3.10 x 2nos | = 21.70 sq.mts |
| 3 > 2.97 x 1.65 x 1nos | = 4.91 sq.mts |
| 4 > 8.80 x 3.15 x 1nos | = 27.72 sq.mts |
| total | = 78.10 sq.mts |
| net area deduction: | |
| 5 > 4.72 x 6.20 x 1nos | = 29.16 sq.mts |
| 6 > 3.25 x 6.80 x 1nos | = 22.10 sq.mts |
| 7 > 11.24 x 3.00 x 2nos | = 67.44 sq.mts |
| 8 > 4.40 x 8.80 x 1nos | = 38.72 sq.mts |
| total | = 157.42 sq.mts |
| total deduction (5-8) | = 235.52 sq.mts |
| total built up area (1-4) | = 438.82 sq.mts |
| total built up area (1-4) (20%) | = 87.76 sq.mts |
| permissible built up area (20%) | = 65.82 sq.mts |



AREA DIAGRAM FOR GROUND FLOOR
STAIRCASE, LIFT & LOBBY TAKEN FREE FOR F.S.I
SCALE = 1:200

| AREA CALCULATION GROUND FLOOR | |
|-------------------------------|-----------------|
| deductions for L.L.I. | |
| 5 > 4.72 x 6.20 x 1nos | = 29.16 sq.mts |
| 6 > 3.25 x 6.80 x 1nos | = 22.10 sq.mts |
| 7 > 11.24 x 3.00 x 2nos | = 67.44 sq.mts |
| 8 > 4.40 x 8.80 x 1nos | = 38.72 sq.mts |
| total | = 157.42 sq.mts |

DESCRIPTION OF PROPOSAL & PROPERTY

PROPOSED COMMERCIAL BUILDING ON PROPERTY BEARING C.T.S NO 281/1 OF VILLAGE BUDHAPITALA DISTRICT CENTRAL JODHPUR (R) DISTRICT JODHPUR

SIGNATURE & NAME OF OWNER

KEY TECH

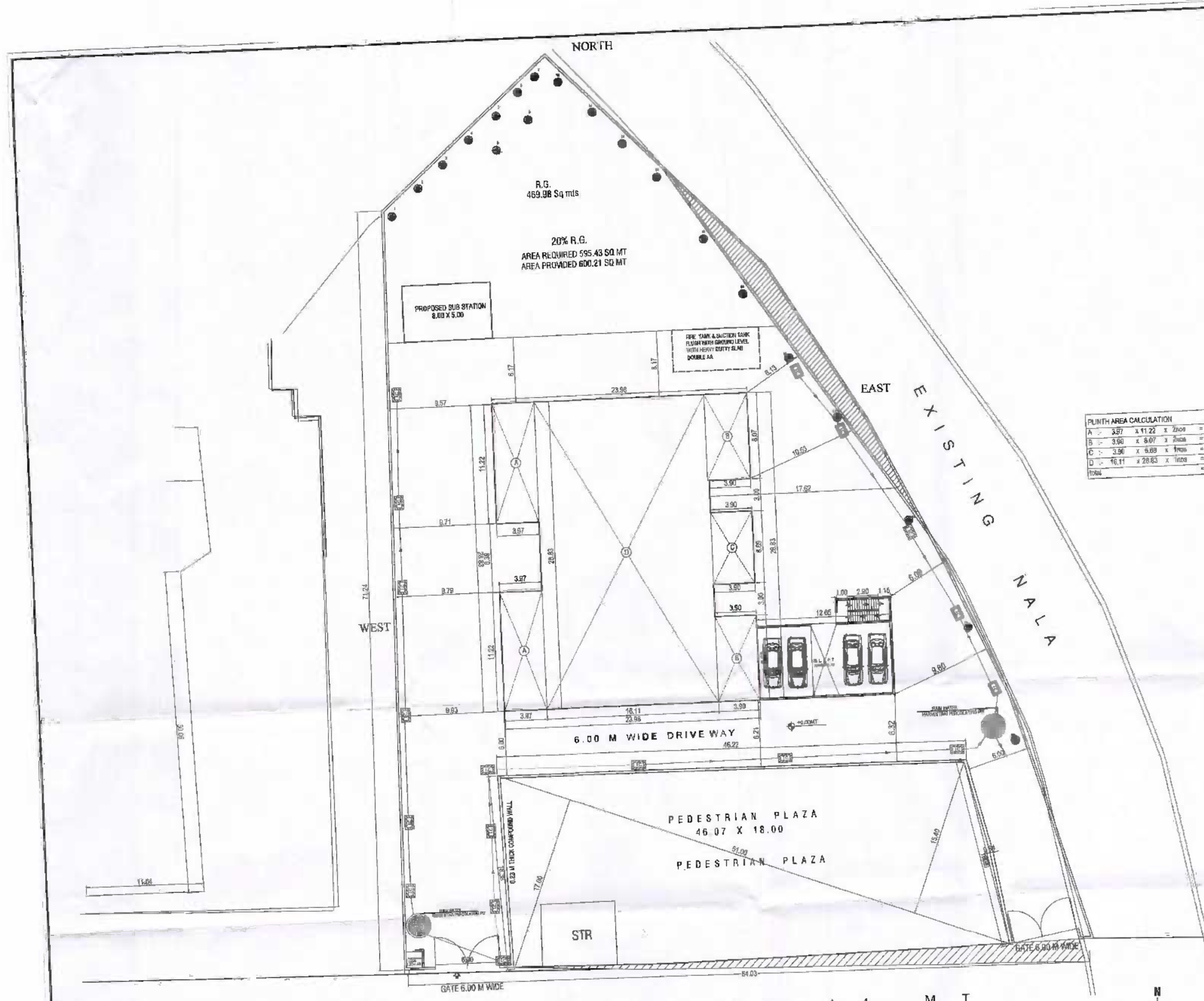
SCALE: 1:200 DRN BY: KALEEM

JOB NO: 82 CHKD BY:

SIGNATURE & ADDRESS OF ARCHITECT

Architect *[Signature]*
bhupendra patrawala

room in P 2nd floor,
93, Pipli Industrial area,
Jodhpur-342002.



PLINTH AREA CALCULATION

| | | | | | | | | | |
|-------|---|-------|---|-------|---|-------|---|--------|---------|
| A | = | 2.87 | x | 11.22 | x | 10.00 | = | 31.60 | SQ.MTS. |
| B | = | 3.00 | x | 8.07 | x | 3.00 | = | 7.26 | SQ.MTS. |
| C | = | 3.50 | x | 4.00 | x | 3.00 | = | 4.20 | SQ.MTS. |
| D | = | 16.11 | x | 28.83 | x | 3.00 | = | 140.45 | SQ.MTS. |
| TOTAL | | | | | | | = | 183.51 | SQ.MTS. |

PLINTH AREA DIAGRAM
SCALE: 1:200

