

AGREEMENT FOR SALE OF SHOP / OFFICE

# KEYTECH PARK

BUYER

OFFICE NO : 1103  
WING A  
FLOOR: 11<sup>th</sup>



SHRI/SMT./MS.M/s. MR. SANJOG TIWARI

ADDRESS 2301/LEVEL THE RESIDENCES, NEW LINK ROAD, OPP. RAIGAD MILITARY SCHOOL, OSHIWARA, MUMBAI- 400102

513/11649

Wednesday, July 03, 2024

5:12 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12348 दिनांक: 03/07/2024

गावाचे नाव: बांदिवली  
दम्नपेवजाचा अनुक्रमांक: बदर17-11649-2024  
दम्नपेवजाचा प्रकार: करारनामा  
मादर करणाऱ्याचे नाव: संजोग तिवारी -

नोंदणी फी रु. 30000.00

दम्न हाताळणी फी रु. 1500.00

पृष्ठांची संख्या: 75

एकूण: रु. 31500.00

आपणाम मूळ दस्त, धबनेल प्रिंट, सूची-२ अंदाजे  
5:31 PM ह्या वेळेस मिळेल.

*Signature*  
संजोग तिवारी, अंधेरी-6

वाजार मूल्य: रु. 4642953.7 /-  
मोबदला रु. 6618500 /-  
भरलेले मुद्रांक शुल्क: रु. 397200 /-

- 1) देयकाचा प्रकार: DHC रकम: रु. 1500 /-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0724035514997 दिनांक: 03/07/2024  
बँकेचे नाव व पत्ता:
- 2) देयकाचा प्रकार: eChallan रकम: रु. 30000 /-  
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004543887202425M दिनांक: 03/07/2024  
बँकेचे नाव व पत्ता:

*Signature*

REGISTERED ORIGINAL DOCUMENT  
DELIVERED ON.....03/07/24

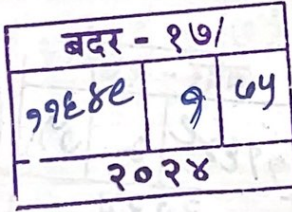
1 July 2024 04:54:39 PM  
बदर 17

जमापनाचे एकक  
रुस मीटर

बांधीव  
Rs. 30250/-

मादर )

स वाहन  
न वाहनतक

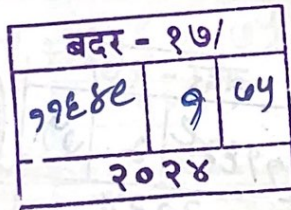


Pre-Registration summary (नोंदणी पूर्व गोषवारा)

मूल्यांकन पत्रक ( शहरी क्षेत्र - बांधीव )					
Valuation ID	202407037443			03 July 2024 04:54:39 PM बदर17	
मूल्यांकनाचे वर्ष	2024				
जिल्हा	मुंबई (उपनगर)				
मूल्या विभाग	51-बांदीवली ( अंधेरी )				
उप मूल्या विभाग	भूभाग उत्तरेस गावाची हद्द, पुर्वेस रेल्वे लाइन, दक्षिण व पश्चिमेस गावाची हद्द				
सर्व्हे नंबर / न. भू. क्रमांक	सि टी एस नंबर#280				
<b>वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.</b>					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	मोजमापनाचे एकक
45390	100010	115010	180000	100010	चौरस मीटर
<b>बांधीव क्षेत्राची माहिती</b>					
बांधकाम क्षेत्र (Built Up)-	36 7 चौरस मीटर	मिळकतीचा वापर-	कार्यालये व्यावसायिक	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2 वर्ष	बांधकामाचा दर -	Rs 30250/-
उद्दवाहन सुविधा-	आहे	मजला -	11th floor To 20th floor		
रस्ता सन्मुख - संमिश्र वापराच्या इमारतीमधील कार्यालये व्यावसायिक - No Sale Type - First Sale Sale/Resale of built up Property constructed after circular dt 02/01/2018					
मजला निहाय घट/वाढ	= 110% apply to rate = Rs 126511/-				
रस्ता सन्मुखनुसार मूल्यदर	= 110% apply to rate = Rs 126511/-				
घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-यानुसार टक्केवारी) + खुल्या जमिनीचा दर = ( ( 126511-45390 ) * (100 / 100 ) ) + 45390 = Rs 126511/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र = 126511 * 36 7 = Rs 4642953 7/-				
Applicable Rules	= .10,9 ब.4				
<b>एकत्रित अंतिम मूल्य</b>	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेझनाईन मजला क्षेत्र मूल्य + लगतच्या गच्चीचे मूल्य - वरील गच्चीचे मूल्य - बंदिस वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य - बंदिस बाकनी - मेकनिकल वाहनतळ = A + B + C + D + E + F + G + H + I + J = 4642953 7 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 = Rs 4642953 7/-				

Home

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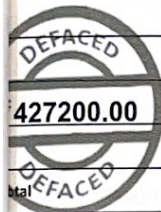




**CHALLAN**  
MTR Form Number-6



SRN	MH004543887202425M	BARCODE			Date	01/07/2024-15:49:55	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty Registration Fee			TAX ID / TAN (If Any)				
Office Name	BDR18 __JT SUB REGISTRAR ANDHERI 7			PAN No.(If Applicable)				
Location	MUMBAI			Full Name	KEY TECH			
Year	2024-2025 One Time			Fiat/Block No.	Office No. A / 1103, 11 th Floor, KEY TECH PARK,			
Account Head Details		Amount In Rs.		Premises/Building				
030045501	Stamp Duty	397200.00		Road/Street	Oshiwara, Off. S. V. Road,			
030063301	Registration Fee	30000.00		Area/Locality	Jogeshwari West, Mumbai			
				Town/City/District				
				PIN	4 0 0 1 0 2			
				Remarks (If Any)	SecondPartyName=SANJOG TIWARI-			
				Amount In	Four Lakh Twenty Seven Thousand Two Hundred Rupees			
				Words	Only			
Total				4,27,200.00				
Payment Details				FOR USE IN RECEIVING BANK				
PUNJAB NATIONAL BANK				Bank CIN	Ref. No.	03006172024070100901	030724M11966	
Cheque-DD Details				Bank Date	RBI Date	03/07/2024-10:08:39	Not Verified with RBI.	
Cheque/DD No.				Bank-Branch		PUNJAB NATIONAL BANK		
Name of Bank				Scroll No. , Date		Not Verified with RBI.		
Name of Branch								
Department ID:				0000000000				
<p>NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for Unregistered documents.</p> <p>दर चालन केवल दृश्य निबंध कार्यालयत नोदणी कार्याच्या दस्तावेजी लागू आहे. नोदणी केलेल्या दस्तऐवजांसाठी ही चालन लागू नाही.</p>								
Challan Defaced Details				<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p align="center">जुटी = ११०/</p> <p align="center">११६४९ ३ ०५</p> <p align="center">२०२४</p> </div>				
Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount			
1	(iS)-513-11649	0002520972202425	03/07/2024-17:11:43	IGR554	30000.00			
2	(iS)-513-11649	0002520972202425	03/07/2024-17:11:43	IGR554	397200.00			
Total Defacement Amount					4,27,200.00			



जुटी = ११०/  
११६४९ ३ ०५  
२०२४





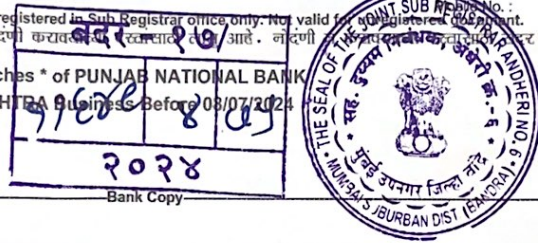
**CHALLAN**  
MTR Form Number-6



N MH00 4543887 202425M		BARCODE		Date	01/07/2024-15:49:55	Form ID	25.2
Department Inspector General Of Registration				Payer Details			
Type of Payment Stamp Duty Registration Fee				TAX ID / TAN (If Any)			
PAN No.(If Applicable)							
Invoice Name BDR18 __JT SUB REGISTRAR ANDHERI 7				Full Name		KEY TECH	
Location MUMBAI				Flat/Block No.		Office No. A / 1103, 11 th Floor, KEY TECH PARK,	
Period 2024-2025 One Time				Premises/Building			
Account Head Details		Amount In Rs.		Road/Street		Oshiwara, Off. S. V. Road,	
0045501 Stamp Duty		397200.00		Area/Locality		Jogeshwari West, Mumbai	
0063301 Registration Fee		30000.00		Town/City/District			
				PIN		4 0 0 1 0 2	
				Remarks (If Any) SecondPartyName=SANJOG TIWARI-			
				Amount In Words		Four Lakh Twenty Seven Thousand Two Hundred Rupees Only	
Payment Details PUNJAB NATIONAL BANK				FOR USE IN RECEIVING BANK			
Cheque/DD Details				Bank CIN		Ref. No. 03006172024070100901	
Cheque/DD No.				Bank Date		RBI Date	
						Not Verified with RBI	
Name of Bank				Bank-Branch		PUNJAB NATIONAL BANK	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

Department ID : 0000000000  
 Note: This challan is valid for document to be registered in Sub Registrar office only. Not valid for registered document.  
 नोट: चालन केवल दफ्तर निबंधक कार्यालयत नोंदणी करावयाचे आहे. नोंदणी केलेल्या दस्तऐवजासाठी ही चालन लागू नाही.

Payment at any of the listed branches \* of PUNJAB NATIONAL BANK  
 Handling GOVERNMENT OF MAHARASHTRA Business Before 08/07/2024



MH004543887202425M		Challan Date	01/07/2024	Challan Amount	427200.00
Payer Name		KEY TECH			
Amount In Words		Four Lakh Twenty Seven Thousand Two Hundred Rupees Only			
Account Head Details			Payment Details		
Cheque/DD Details			Bank CIN		Ref. No. 03006172024070100901
Cheque/DD No.			Bank Date		RBI Date
					Not Verified with RBI
Name of Bank			Bank-Branch		PUNJAB NATIONAL BANK
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Please see the list of branches on the HOME PAGE of GRAS site where you can make payment.

Collector, MSD, cancelled the then exiting C.T.S No. 280/1 of Bandivali Village and C.T.S. Nos. 453 and 469 of Oshiwara Village and amalgamated the same into C.T.S. No.280 of Bandivali Village and declared the correct area of

Promoter	Purchaser/s

**AGREEMENT FOR SALE**

THIS ARTICLES OF AGREEMENT made and entered into at Mumbai, this 03<sup>rd</sup> day of July, 2024 .

**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 PROMOTER"** (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. SANJOG TIWARI** having address at 2301/Level the Residences, New Link Road, Opposite Raigad Military School, Oshiwara, Mumbai, Maharashtra - 400102, 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).

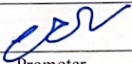
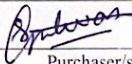
The Promoter and Purchaser are hereinafter collectively referred to as the **"Parties"** and individually as a **"Party"**.

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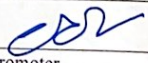
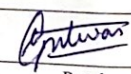
**WHEREAS:**

- 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 25<sup>th</sup> February 2008, registered with the Sub-Registrar of Assurances, Andheri-I at Bandra, Mumbai, under Serial No. BDR-1/2025/2008, 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 Promoter herein, therein called the Purchasers of the other part, the Vendors named therein, sold, conveyed and transferred unto and in favour of the Promoter, 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 3<sup>rd</sup> January 2009, the Collector, MSD, cancelled the then exiting C.T.S No. 280/1 of Bandivali Village and C.T.S. Nos. 453 and 469 of Oshiwara Village and amalgamated the same into C.T.S. No.280 of Bandivali Village and declared the correct area of

 Promoter	 Purchaser/s
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the said C.T.S. No.280 of Bandivali Village as admeasuring 7612.30 Square Meters, and in pursuance thereof new Property Card thereof was issued by the City Survey Officer, Andheri, Mumbai;

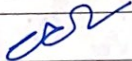
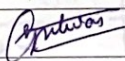
- D) Thereafter, by a Deed of Conveyance dated 16<sup>th</sup> January 2009, registered with the Sub-Registrar of Assurances, Andheri-1 at Bandra, Mumbai, under Serial No. BDR-1/421/2009, made between Harshad S. Patel, Snehal S. Patel, Rohit S. Patel and Miral S. Patel, the Partners of M/s. Venus Steel Products (India), therein called the Vendors of the one part and the Promoter herein, therein called the Purchasers of the other part, the Vendors named therein, sold, conveyed and transferred unto and in favour of the Promoter, 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 Promoter, by an order dated 16<sup>th</sup> 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 Promoter was allotted a New C.T.S. No. 280/B, admeasuring 3873.03 Square Meters of Village Bandivali, Taluka-Andheri, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban;
- 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"**), as more particularly described in Govt. Notification No. TPB/4382/26/UD-5, dated 18<sup>th</sup> 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, accordingly the State Government promulgated the Notification No. TPB/4382/26/UD-11, dated 16<sup>th</sup> 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 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

 Promoter	 Purchaser/s
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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 4<sup>th</sup> May 2009, registered with the Sub-Registrar of Assurances at Andheri-4 at Bandra, Mumbai, under Serial No.BDR-15/5702/2009, the Promoter 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 4<sup>th</sup> 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 Property, unto and in favour of the Promoter, 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 25<sup>th</sup> 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 Promoter, the area of the said Property demised and leased under the said Lease Deed dated 4<sup>th</sup> May 2009, came to be rectified and corrected as admeasuring 2977.17 Square Meters, as therein mentioned;
- M) The Promoter are thus entitled and enjoined upon to construct buildings on the said property in accordance with the recitals hereinabove and the Promoter are in possession of the said property;
- N) In the premises aforesaid the Promoter being entitled to develop the said Property and with that purpose the Promoter had submitted a proposal and plans to the 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 stack car parking, and while approving and sanctioning the said plans the MMRDA had issued the Commencement Certificate ("C.C.") dated 18<sup>th</sup> October 2011, bearing No. TCP(P-2)/ODC/CC/3.113/II/1230/2011, for construction upto plinth level for the proposed building consisting of Ground + 10 upper floors. Subsequently the MMRDA had issued the Amended Commencement Certificate bearing No. TCP (P-2)/ODC/CC/3.113/II/1449/2015 dated 16<sup>th</sup> October, 2015 for construction upto plinth level of the said building.
- O) After the Development Control Promotion & Regulation Act 2034 coming in force, the Promoter submitted the Amended Plans for construction of the said building consisting of Stilt (Part), Ground (Part) + 1 to 17 upper floors to the MMRDA and while approving and sanctioning the said Amended Plans, the MMRDA issued the Commencement Certificate above Plinth bearing No. TCP (P-2)/ODC/CC/3.113/III/14/2022 dated 10<sup>th</sup> January 2022 for construction of the said building and for Car Parking Tower. The authenticated copies of the said Commencement Certificates dated 18<sup>th</sup> October 2011, 16<sup>th</sup> October 2015 and 10<sup>th</sup> January 2022, are annexed hereto as Annexures-"A", "B" & "C", respectively;

 Promoter	 Purchaser/s
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- P) The authenticated copies of the plans of the Layout as approved by the MMRDA has been annexed hereto and marked as Annexure-'D';
- Q) The Promoter has completed the construction of the said building and thereupon the MMRDA has issued the Occupancy Certificate bearing No. TCP (P-2)/ODC/CC/3.113//VI/318/2024 dated 24<sup>th</sup> April 2024 and thereby granted permission to occupy the said building. A copy of the said Occupancy Certificate is annexed hereto and marked as Annexure-'E';
- R) While sanctioning the aforesaid plans the MMRDA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said Property and also to be observed and performed by the Purchasers/Allottees of various premises in the said building, including the Purchaser herein, and upon due observance and performance of which only by the Promoter the said Occupation Cum Building Completion Certificate in respect of the said Building has been granted by the MMRDA;
- S) 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;
- T) Similarly, while sanctioning the said plans the MMRDA has obtained from the Promoter various undertakings and Indemnity Bonds in favour of the MMRDA and thereby agreed and undertook, interalia;
- i) 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;
- ii) 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;
- iii) 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 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.
- iv) 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;
- v) That the excess area if constructed beyond permissible FSI will be demolished;
- U) The Promoter 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 Commission MMRDA;

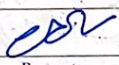
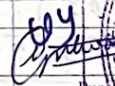
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Promoter

Joint Sub Registrar, Urban District, Jaipur

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- V) The Promoter has 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 Promoter have appointed the Structural Engineers, M/s. Neel Solutions, for the preparation of the structural design and drawings of the said buildings and the Promoter accepted the services of the Architect and Structural Engineer till the completion of the said building;
- W) In the Premises aforesaid, the Promoter is entitled to allot/sell all shops / units and other premises in the said building 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 Agreement/s with the allottee/s / Purchaser/s thereof and to receive the sale price and consideration in respect thereof;;
- X) On demand from the Purchaser, the Promoter has given inspection to the Purchaser of all the documents of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, notifications, orders, Commencement Certificates, Occupancy Certificate, the relevant City Survey and Revenue Records and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (“RERA” for short) and the Rules and Regulations thereunder;
- Y) The authentic copies of the Certificate of Title dated 11<sup>th</sup> May, 2024 issued by the Advocates & Solicitors of the Promoter and the authenticated copies of Property Cards showing the nature of the title of the Promoter to the Project land have been annexed hereto and marked as Annexure-‘F’ & ‘G’, respectively;
- Z) The Purchaser hereby admits and confirms that he/she/they had demanded from the Promoter and the Promoter has given inspection to the Purchaser of all the documents referred to hereinabove viz. of title relating to the said Property, agreements, permissions, approvals, sanctions, plans, notifications, orders, Commencement Certificates, Occupancy Certificate, as also the relevant City Survey and Revenue Records in respect of the said Property and all other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations thereunder and at the specific request made by the Purchaser the Promoter has 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 Promoter;
- AA) The Purchaser has applied to the Promoter for allotment of a Commercial Premises bearing Unit No. A/1103, admeasuring 33.35 Square Meters (Carpet Area) i.e. 359 Square Feet (Carpet Area) (as defined under RERA) (with variation of (+/-) 3% only) on the 11<sup>th</sup> Floor in the said Building proposed to be known as “Key Teck Park -Wing-“A, which is being constructed on the said Property as per the plans sanctioned by the MMRDA as aforesaid (hereinafter referred to as “the said Premises”);
- BB) The carpet area of the said Premises is 33.35 Square Meter, and “carpet area” means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts or verandah area, but includes the area covered by the internal partition walls of the said Premises, exclusive balcony appurtenant to the said Premises for exclusive use of the Purchaser and exclusive open terrace area appurtenant to the said Premises for exclusive use of the Purchaser;
- CC) The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

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contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- DD) The Promoter has got all approvals from the concerned local authority to the plans, specifications, elevations, sections and of the said building and has also obtained Occupancy Certificate for the said Building;
- EE) The Promoter have registered the Project known as "Key Tech Park" with the Maharashtra Real Estate Regulatory Authority (MahaRERA) under the provisions of the said Act under Project Registration No. P51800000849 dated 9<sup>th</sup> September 2021. A copy of the said Registration Certificate dated 9<sup>th</sup> September 2021 is annexed hereto and marked as Annexure-"II".
- FF) Under Section 13 of the said Act the Promoter 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 has been constructed by the Promoter on the said Property more particularly described in the Schedule hereunder written are known as **Key Teck Park -Wing-"A" and Key Teck Park -Wing-"B"**, consisting of Stilt (Part), Ground (Part) + 1<sup>st</sup> to 17<sup>th</sup> Upper Floors and the terrace 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.


Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser, except any alteration or addition required by MMRDA or any other Government authorities or due to change in law.

3. 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 agrees and undertakes 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 takes place.
4. The Purchaser hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser a Commercial Premises bearing Unit No. A/1103, admeasuring 33.35 Square Meters (Carpet Area) i.e. 359 Square Feet (Carpet Area) (as defined under RERA) (with variation of (+/-) 3% only), on 11<sup>th</sup> Floor, in the said Building proposed to be known as **Key Teck Park Wing-"A"** constructed on the said Property and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the MMRDA annexed and marked as Annexure-"I" (hereinafter referred to as "**the said Premises**"), at and for the lumpsum price and consideration of ₹ 66,18,500/- (Rupees Sixty Six Laes Eighteen Thousand Five Hundred only), including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities.

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Promoter: *[Signature]*

Purchaser: *[Signature]*




the nature, extent and description of the common/limited common areas and facilities which are more particularly described in Annexure-'J' hereto.

5. The Purchaser has on or before execution of this agreement paid a sum of ₹ **10,00,000/- (Rupees Ten Lacs only)** as advance deposit or application fee and hereby agree to pay to the Promoter the balance amount of purchase consideration of ₹ **56,18,500/- (Rupees Fifty Six Lacs Eighteen Thousand Five Hundred only)** on or before 30 days from date of registration.
6. The Purchaser authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any heads of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any particular manner.
7. All car parking in the project shall be handed over by the Promoter to the Common Organization after its formation and registration and thereafter the Common Organization will allot and manage the car parking facilities in the Project.
8. Time is of essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for handing over the said Premises to the Purchaser and the common areas to the proposed Co-operative Housing Society or Company or Condominium of Apartment Owners (hereinafter referred to as **"the Common Organization"**). Similarly, the Purchaser shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause [4] hereinabove (**"Payment Plan"**).
9. If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, as specified in 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 the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
10. The Purchaser agrees to pay to the Promoter, the interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as per the said Rule, on all delayed payments including delay in payment of TDS and other taxes as applicable from the due date till the date of payment thereof.
11. The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter 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 Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.
12. Without prejudice to the right of the Promoter to receive interest in terms of Clause [10] above, on the Purchaser committing any default in payment of balance consideration on due date for payment thereof as per Clause [5] above or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at its own option, may terminate this Agreement:

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Promoter

Purchaser



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Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id 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 they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than 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;
- (b) the Promoter 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) within a period of 30 (Thirty) days from the date of termination, the Promoter shall refund to the Purchaser the instalments of sale consideration till then paid by the Purchaser to the Promoters towards aggregate purchase price, after deducting therefrom:
  - (i) 2% of the aggregate purchase price (which is to stand forfeited to the Promoter as liquidated damages);
  - (ii) Deduct TDS and / or any other amount due or payable by the Purchaser and / or paid by the Promoter 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 Promoter in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;
- (d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoter 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/taxes etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier 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.

In the event the amount due and payable referred in Clause 12(c) above is not refunded within 45 days from the date of the termination or receipt of the letter from the Purchaser requesting to cancel this Agreement, the Purchaser shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

13. The fixtures, fittings and amenities provided by the Promoter in the said Premises and the said Building are set out in Annexure-'K' annexed hereto. The Promoter has endeavoured to provide the amenities of the same specifications as herein stated. It is clarified that the fitting and

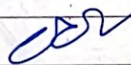

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Promoter

Purchaser

amenities provided by the Promoter have not been manufactured or produced by the Promoter and that the same have been sourced from third party vendors/suppliers. Some of such fixtures, fitting and amenities are acquired under warranties and others do not have any warranties; and the Promoter shall not be responsible to repair and/or replace the same or liable against manufacturing / construction / technical defects, after the possession of the said Premises is handed over to the Purchaser.

14. 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 Common Organization to maintain the said Car Parking Tower and also the mechanical car parking system therein. It is specifically agreed by the Purchaser that the Promoter 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 Promoter 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.
15. It is agreed that the possession of the said Premises will be given by the Promoter to the Purchaser upon the Purchaser making payment of the balance price and consideration, as aforesaid.
16. 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 Promoter in writing 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 Promotes at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA.
17. The Promoter hereby declares that entire Floor Space Index available in respect of the said Property has been utilized for construction of the said Building and that no part of the said F.S.I. has been utilized by the Promoter elsewhere for any purpose whatsoever.
18. 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 Promoter. All open spaces, lobbies, terraces and all other common areas and other premises will remain the property of the Promoter until the ownership rights of the said Property is duly assigned or transferred together with the said Buildings to the Common Organization as hereinafter mentioned, subject, however, to the rights of the Promoter as herein stated.
19. 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 Common Organization that may be formed and the Purchaser becoming a Member of the said Common Organization as hereinafter mentioned.
20. It is hereby expressly agreed that the Promoter shall be entitled to sell all other premises in the said Buildings 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.

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- 21. After the Promoter execute this Agreement, it 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.
- 22. Without prejudice to the aforesaid, it is hereby expressly agreed and provided that so long as it does not in any way affect or prejudice the rights of the Purchaser hereunder granted in respect of the said Premises, the Promoter shall be at liberty to transfer by assignment, 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 Promoter in any manner whatsoever. The Promoter 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.
- 23. The Promoter 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 Promoter for recovery of outstanding dues from the Purchaser and/or against the said Premises.
- 24. 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 Promoter 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. The Purchaser shall tentatively pay ₹ 15/sq.ft. per month in advance to the Promoter towards the same. At the time of taking possession of the said Premises, the Purchaser shall deposit with the Promoter a sum of ₹ 25,000/- (Rupees Twenty Five Thousand Only) as interest free deposit being 6 months' approximate proportionate taxes, rates and other outgoing of the Premises. The Promoter 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 commits default in payment of the said outstanding and other dues regularly every month. Upon the Common Organization being formed and registered, the said sum or the balance thereof, if any, lying with the Promoter shall be handed over to such Common Organization. This provision shall not, however, entitle the Purchaser to require the Promoter to adjust the accruing rates and taxes and outgoings against the said deposit.
- 25. It is hereby agreed that the Promoter shall not be liable to bear or share the maintenance charges, electricity charges and water charges and any other outgoings attributed to and in respect of the unsold premises. The Promoter will be liable to bear the municipal assessment tax, if any, payable and that too only if the MMRDA / MCGM do not grant the benefit of non-occupancy in respect of such unsold premises, but nothing else, till all such unsold premises and car parking in the said buildings are sold and disposed off by the Promoter.
- 26. 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 all the necessary

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Promoter




- responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
- 27. The Purchaser hereby covenants with the Promoter 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 Promoter 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 Promoter.
- 28. The Promoter in its sole discretion may either form a Co-operative Society or Company or Condominium of Apartment Owners for the said Buildings. The Purchaser agrees and undertakes that as and when required by the Promoter, the Purchaser shall become the member of the said Common Organization and shall sign and execute the application and other papers and documents necessary for the formation and registration of the said Common Organization, including the bye-laws of the proposed Common Organization within 10 (ten) days of the intimation with regard thereto by the Promoter. 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 shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the Promoter and the purchasers of the other Premises in the said Buildings. 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 Promoter shall so require, the said Common Organization shall pass the necessary resolution confirming the right of the Promoter to sell other Premises and allot other Car Parking Spaces in the building and structures to be constructed on the said Property, as more particularly stated hereinabove in this Agreement.
- 29. In the event of the Common Organization of the said Building being formed and registered before the sale and disposal of the Promoter of all the Premises in the said Building, the powers and authority of the said Common Organization shall be subject to the overriding powers of the Promoter in all the matters concerning the same and all amenities pertaining to the same, and in particular the Promoter shall have absolute right, authority and control as regards any unsold Premises and the car parking spaces/area and the sale/allotment thereof.
- 30. 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 Car Parking Tower are required to be carried out by the Government, 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 Promoter shall not be in any manner liable or responsible for the same.
- 31. 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 Car 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.
- 32. Within a period of 12 (Twelve) months after (i) the Common Organization as aforesaid is formed and registered; (ii) all saleable premises in the said Buildings have been duly sold and disposed off by the Promoter, (iii) the Promoter shall have received all dues receivable by it from the respective agreements with the Purchasers of all the said Premises in the said Buildings,

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Promoter



including the Purchaser herein and (iv) the MMRDA shall have granted its no objection and consent for the assignment of the said property unto and in favour of the Common Organization, the Promoter will execute the Deed of Assignment in respect of the said Property together with the said Buildings, the said Car Parking Tower, in favour of such Common Organization, and till then, possession of the said Property and the said Buildings, the said Car Parking Tower shall be deemed to be with the Promoter.

33. The Deed of Assignment and other documents for transferring the title shall be prepared by the Advocates for the Promoter 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 Promoter with the other purchasers in the said Buildings, which shall be binding on the Purchaser herein and other purchasers in the said Buildings.
34. 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 prescribed period of the date on which and the number under which it is lodged for registration by the Promoter.
35. All letters circulars, receipts and/or notices issued by the Promoter 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 Promoter. For this purpose the Purchaser has given the following address:

**Name:** MR. SANJOG TIWARI  
**Address:** 2301/Level the Residences,  
 New Link Road, Opposite Raigad Military School,  
 Oshiwara, Mumbai, Maharashtra - 400102.  
**Mobile No.** 9893102468  
**Email ID:** sonu.tiwari@gmail.com

36. The Purchaser shall at time of taking possession of the said premises, pay to the Promoter the following amounts and deposits:

i)	₹ 600/-	Towards Society's Application & Share Money.
ii)	₹ 25,000/-	Advance deposit for maintenance charges, including Property Taxes.
	₹ 25,600/-	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.

37. Any delay or indulgence by the Promoter 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 Promoter of any such breach or noncompliance 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 Promoter.
38. The Promoter 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 Promoter to execute the same in his/her/their favour in favour of the said Premises as agreed to be purchased by

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Promoter

the Purchaser under this Agreement. The Purchaser herein shall exercise his/her/their rights under this Agreement only.

39. The Promoter hereby represents and warrants to the Purchaser as follows:
- (i) The Promoter has 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 has actual, physical and legal possession of the project land for the implementation of the Project;
  - (ii) The Promoter has lawful rights and requisite approvals from MMRDA and other competent authorities to carry out development of the project;
  - (iii) 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 Car Parking Tower are valid and subsisting and have been obtained by following due process of law. The Promoter has been at all times remained to be in compliance with all applicable laws in relation to the project, project land, the said buildings/wings, the said Car Parking Tower and common areas;
  - (vi) The Promoter has the right to enter into this Agreement and has 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 Promoter has 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 Promoter confirms that the Promoter is 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 Car Parking Tower to the Common Organization of the purchasers, the Promoter shall hand over lawful, peaceful, physical possession of the common areas of the said Buildings to the Common Organization;
  - (x) The Promoter has 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

40. The Purchaser with an intent to bind all persons in and out of the said Premises may come, do hereby covenants with the Promoter and undertakes as follows:

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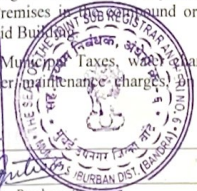
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Purchaser/s



- (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, 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 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 or are so heavy that they are likely to or may damage the construction or structure of the said Buildings or the said Premises 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 Promoter.
- (c) To carry at his/her/their own costs and risk all internal repairs to the said Premises and maintain the said Premises in the condition, state and order in which the same were delivered by the Promoter to the Purchaser and shall not do or suffer to be done anything in or to the said Buildings or the said Premises 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 Promoter for all consequences thereof.
- (d) Not to demolish or cause to be demolished the said Premises or any part thereof and /or the said Car 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 Car 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 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. pards or other structural members in the said Premises without the prior written permission of the Promoter 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 Car 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 any part or any portion of the said Property and the said Building.
- (g) To bear and pay the proportionate Municipal Taxes, water charges, common electricity charges and other maintenance charges and

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- from the date of taking possession of the said Premises from the Promoter.
- (h) 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 Promoter in that behalf.
- (i) 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 Promoter 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 Promoter 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 Promoter 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 Promoter by the Purchaser, shall within 30 days after such termination be refunded by the Promoter to the Purchaser, subject to the agreement under Clause 12 above.
- (g) The Promoter shall not be responsible for the consequences arising out of the changes in law or changes in Municipal and Other Laws, rules, regulations, etc.
- 41. 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 Promoter, 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.
- 42. 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 Car Parking Tower in favour of the Common Organization, the same shall be complied with the Purchaser/the body of all the purchasers and/or the Common Organization in consultation and co-operation with the Promoter 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 charges, if any, payable to MMRDA, shall be borne and paid by the Purchaser and/or the Common Organization.
- 43. The Agreement sets forth the entire agreement and understanding between the Purchaser and the Promoter and supersedes, cancels and merges:
  - (a) All agreements, negotiations, commitments, writings between the Purchaser and the Promoter prior to the date of this agreement.
  - (b) All the representation, warranties, commitments, etc. made by the Promoter in any prospectus, brochure, circulars, etc. and/or through any other medium.

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(c) The Promoter shall not be bound by any such agreement, negotiations, commitments, writings, discussions, representations, warranties and/or compliance thereof other than expressly agreed by the Promoter under this Agreement;

(d) The Purchaser agree/s and acknowledge/s that the sample unit constructed by the Promoter and all furniture, items, electronic goods, amenities, etc. provided therein are only for the purpose of show casing the sample unit and the Promoter is not liable / required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the said sample unit, other than as expressly agreed by the Promoter under this Agreement.

44. The Purchaser hereby admits and confirms that the Promoter has 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 Promoter, showing Gardens, Open Spaces, Recreation Areas or any other details in the said Plans and/or in the Brochure, Pamphlets or otherwise, were all tentative, subject to such variations, modifications and cancellation and/or withdrawal and/or shifting, as the Promoter may deem fit and proper, without any prior notice/intimation in any form to the Purchaser.


45. 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 Buildings and the amenities provided therein and in the said Premises, and after taking possession, the Purchaser will not be entitled to raise any claim about the area, amenities provided by the Promoter with respect of the said Premises.

46. Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser, until, firstly, the Promoter pays the Stamp Duty on this Agreement and secondly the Purchaser signs and delivers to the 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 Promoter. If the Purchaser fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Purchaser and/or to appear before the concerned Sub-Registrar for registration as and when intimated by the Promoter, then the Promoter 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 paid/deposited by the Purchaser in connection therewith shall be returned to the Purchaser, without interest or compensation whatsoever, subject however after deduction therefrom the liquidated damages, GST and all other amounts more particularly recorded in Clause No. 12(c) (i) to (iii) hereinabove.

47. 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.

48. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under any other applicable laws, such provisions of this Agreement shall be deemed amended or deleted insofar as they are inconsistent with the purpose

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of this Agreement and to the extent necessary to confirm to the RERA 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.

49. 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.

50. All costs charges and expenses of and incidental to or in connection with preparation, engrossment, stamping and registration of the Deed of Assignment, if any, and any other documents and writings required to be executed by the Promoter, shall be borne and paid by the Common Organization. The Promoter shall not be held liable and/or responsible for the same or any of them.

51. The Promoter has informed the Purchaser that the Promoter has taken the benefit of the scheme announced by the Government of Maharashtra, Urban Development Department, vide its Order bearing No. TPS/A.N./CR 80/20/UD dated 14.01.2021 read with the Circular bearing No.Ch.E/D.P/21546/Gen dated 05.03.2021 issued by the MCGM, *inter alia*, granting concessions/rebates in payment of various premiums payable by the Promoter in the Project till 31<sup>st</sup> December, 2021, and therefore, the Promoter hereby agrees and declares that the Promoter shall bear and pay the stamp duty on this Agreement. The Purchaser shall not be liable for the same.

52. The Registration Charges in respect of this Agreement shall be borne and paid by the Purchaser.

53. 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 Maharashtra Real Estate Regulatory Authority at Mumbai, as per the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations, thereunder.

54. 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.

**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 of Mumbai City and Mumbai Suburban, situated at Sadhna Soap Lane, Off S. V. Road, Jogeshwari (West), Mumbai-400 102 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).

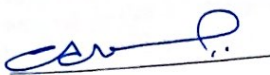


IN WITNESS whereof the Parties hereto have hereunto and to the same subscribed their respective names and seals the day and year first hereunto written.

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Promoter





Purchaser

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED DEVELOPER M/S. KEY TECH, THROUGH THEIR AUTHORIZED PARTNER:




 Signature <b>MR. CHIRAG ASHOK SHAH</b> Partner M/S KEY TECH		 Left Thumb Impression
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in presence of


1. C.H. Chauhan 

2. Tarun Bansal 

SIGNED, SEALED AND DELIVERED BY THE WITHIN NAMED PURCHASER:

 Signature <b>MR. SANJOG TIWARI</b>		 Left Thumb Impression
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in the presence of

1. C.H. Chauhan 

2. Tarun Bansal 

**RECEIPT**

(Valid Subject to realization of cheques)

RECEIVED from the within named PURCHASER a sum of ₹ 12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) being the amount of earnest money / part payment by him/her/them paid to us as per the following details:

Sr. No.	Cheque No.	Dated	Drawn on Bank	Amount in ₹.
1	NEFT	11-06-2024	ICICI Bank	2,50,000/-
2	NEFT	12-06-2024	ICICI Bank	5,00,000/-
3	NEFT	19-06-2024	ICICI Bank	5,00,000/-
<b>TOTAL</b>				<b>12,50,000/-</b>

WITNESSES:

1. 

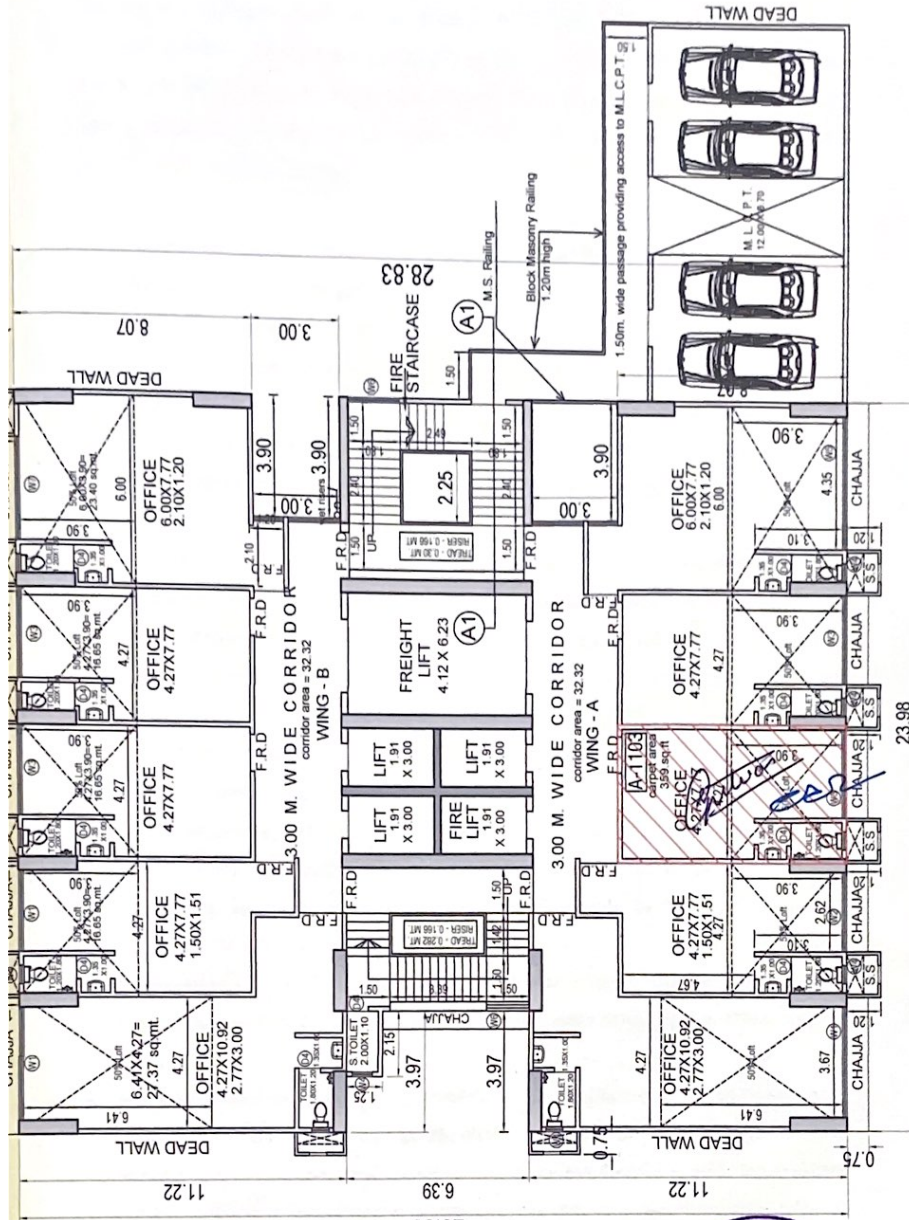
2. 

WE SAY RECEIVED  
For M/s. Key Tech



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11TH FLOOR PLAN

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MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY  
मुंबई महानगर प्रदेश विकास प्राधिकरण

TCP (P-2)/ODC/CC/3.113/1/20 /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 the applicable statutes, wherever necessary, prior to commencement of the construction.

Bandra-Kurla Complex (East) Mumbai - 400 050

EPABX : 2659 4008 • FAX : 2659 1234 • WEB SITE : [www.mmrda.gov.in](http://www.mmrda.gov.in)

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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/B17/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 conforming 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 Building Plan from Chief Fire Officer prior to issuance of CC beyond plinth by MMRDA.

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 To: ३९३४  
 Copy with set of approved drawings bearing

- 1) Nrupendra Patrawala, Architects  
 Room no. "F", 2<sup>nd</sup> 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/V/12.30 /2011, Date: 18 OCT 2011



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



This Commencement Certificate for Plot No. 280/B of Bandivali Village, Oshiwara District Centre for M/s. KEY TECH, pursuant to the policy enunciated in MMRDA's D.O. letter no. TCP (P-2)/BKC/Misc./296/102/2009, dated 30/1/2009 (copy enclosed) is valid for a period of 09 Months from the date of issue of this certificate, i.e. up to 17/10/2013.

12.7 NOV

Chief Executive Officer  
 Town & Country Planning  
 MMRDA.



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY  
 मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP (P-2)/ODC/CC/3.113/V/12.30 /2011

Date: 18 OCT 2011

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

Subj: 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 D.O. 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 CC issued under No. TCP (P-2)/ODC/CC/3.113/V/12.30 /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. 22,25,991/- 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 (Drawings nos. R1 & R4)  
 3) MMRDA's D.O. letter no. TCP (P-2)/BKC/Misc./296/102/2009, dt. 30/1/2009 (copy enclosed)

Bandra-Kurla Complex, Bandra (East) Mumbai  
 EPABX : 2650 4000

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

1) Bhupendra Patrawala, Architects  
Room no. "F", 2<sup>nd</sup> 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

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MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY  
मुंबई महानगर प्रदेश विकास प्राधिकरण

No. TCP (P-2)/ODC/CC/3.113/11/ 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 statues, 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 the Concerned Authority in respect of the development on the land u/r shall be complied with;
13. The provisions in the proposal which are not conforming to applicable Development Control Regulation and other rules prepared and not approved by the Metropolitan Commissioner, Mumbai (440 051) Bandra-Kurla Complex, Bandra (East) Mumbai - 400 051 shall not be applicable.

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