

335/855

Wednesday, January 18, 2023

2:06 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 1015 दिनांक: 18/01/2023

गावाचे नाव: पांचपाखाडी

दस्तऐवजाचा अनुक्रमांक: टनन5-855-2023

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: एंजल फसाड इंजिनियर्स प्रा.ली. तर्फे डायरेक्टर सखाराम डेमाजी गावडे --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2000.00

पृष्ठांची संख्या: 100

एकूण:

रु. 32000.00

Joint Sub-Registrar, Thane 5

सह दुय्यम निबंधक, ठाणे क्र. ५

बाजार मूल्य: रु.15976138.5/-

मोबदला रु.17100000/-

भरलेले मुद्रांक शुल्क : रु. 1197000/-

1) देयकाचा प्रकार: DHC रकम: रु.2000/-

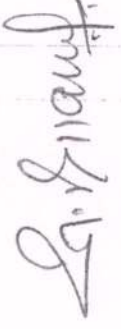
डीडी/घनादेश/वे ऑर्डर क्रमांक: 1801202303650 दिनांक: 18/01/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/घनादेश/वे ऑर्डर क्रमांक: MH013914787202223E दिनांक: 18/01/2023

बँकेचे नाव व पत्ता:



तुळ दस्त दिला



19/01/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 5

दस्त क्रमांक : 855/2023

नोंदणी :

Regn:63m

गावाचे नाव : पांचपाखाडी

(1) विविधा प्रकार	करारनामा	
(2) जेवढला	17100000	
(3) बाजारभाव(भांडपटयाच्या बाबत नपटयाकार आकारणी देतो की पटदेवार ते असत कराने)	15976138.5	
(4) कु-मापन, पोटहिस्सा व घरक्रमांक(अमल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन : , इतर माहिती: मदनिका क्रमांक 204,2 रा मजला,2 कार पार्किंग महित(1 स्टॅक पार्किंग मिस्टम),ऑलिविया प्रार्ईम विल्डींग, एम.डी.जोगी रोड,पांचपाखाडी,ठाणे,मीजे पांचपाखाडी म.नं. 43/2व/3/2.ज्ञान नं 5/19/5-5फ).((Survey Number : - ;))	
(5) क्षेत्रफळ	1) 129.79 चौ.मीटर	
(6) आकारणी किंवा जुडी देण्यात असलेले तब्दा.	1) नाव:-मेमर्स.व्हायलाईन विल्डप्रो तर्फे भागिदार हिरेन हंमराज छेडा आणि शांमत दामोदर म्हात्रे तर्फे कु.मु.म्हणुन सुरेश थोरवे - वय:-48; पत्ता:-प्लॉट नं. : माळा नं. : , इमारतीचे नाव: ऑफिस नं202/203,मोनिका , ब्लॉक नं. : , रोड नं: ठाणे., महाराष्ट्र, ठाणे. पिन कोड:-400602 पॅन नं:-ADWFS2863G	
(7) इन्वॉयस करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	2): नाव:-मेमर्स.तदकार हॉईटम तर्फे कु.मु.म्हणुन मेमर्स.व्हायलाईन विल्डप्रो तर्फे भागिदार हिरेन हंमराज छेडा आणि शांमत दामोदर म्हात्रे तर्फे कु.मु.म्हणुन सुरेश थोरवे वय:-48; पत्ता:-प्लॉट नं. : माळा नं. : , इमारतीचे नाव: व्युटी ऑर्केड , ब्लॉक नं. : , रोड नं: खोपट,ठाणे., महाराष्ट्र, ठाणे. पिन कोड:-400601 पॅन नं:-AAOFN2662H	
(8) इन्वॉयस करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुक्मनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एंजल फर्नांड इजिनिअर्स प्रा.ली. तर्फे डायरेक्टर सखाराम डेमाजी गावडे - - वय:-50; पत्ता:-प्लॉट नं. : , माळा नं. : , इमारतीचे नाव: 504.ओगल ब्लॅक विल्डींग , ब्लॉक नं. : , रोड नं: वागळे इस्टेट,ठाणे., महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-AANCA2146F	
(9) इन्वॉयस करून दिल्याचा दिनांक	18/01/2023	
(10) दस्त नोंदणी केल्याचा दिनांक	19/01/2023	
(11) हुक्मनामा, खंड व पृष्ठ	855/2023	
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1197000	
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000	
(14) इतर		

मुद्रांकिल्लामाठी विचारल घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सह दुय्यम निबंधक, ठाणे क्र.५९



sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	MESSRS SKYLINE BUILDPRO	eChallan	69103332023011813784	MH013914787202223E	1197000.00	SD	0006906506202223	18/01/2023
2		DHC		1801202303650	2000	RF	1801202303650D	18/01/2023
3	MESSRS SKYLINE BUILDPRO	eChallan		MH013914787202223E	30000	RF	0006906506202223	18/01/2023

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

Valuation ID	202301184109	मूल्यांकन पत्रक (शहरी क्षेत्र - बांधाव)		18 January 2023, 01:59:09 PM
मूल्यांकनाचे वर्ष	2022			टननऽ
जिल्हा	ठाणे			
मूल्य विभाग	तालुका - ठाणे			
उप मूल्य विभाग	5/19/5-5फ) उत्तरेस पाचपाखाडी गावाची हद्दद, दक्षिणेस नुरी बाग रोडवरून अल्मेडा रोडने पूर्व द्रुतगती महामार्गापर्यंत पश्चिमेस पूर्वे द्रुतगती महामार्ग, पूर्वेस लालबहादूर शास्त्री मार्ग यातील भूभाग			
क्षेत्राचे नाव	Thane Municipal Corporation	सर्व्हे नंबर / न भू क्रमांक :		
वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	निवासी सदनिका	कार्यालय	दुकाने	मोजमापाने एकक
खुली जमीन	116900	135800	178300	चौ मीटर
बांधीव क्षेत्राची माहिती				
बांधकाम क्षेत्र(Built Up)-	129.79चौ मीटर	मिळकतीचा वापर-	निवासी सदनिका	मिळकतीचा प्रकार-
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्षे	बांधकामाचा दर-
उद्भवाहन सुविधा .	आहे	मजला :	1st To 4th Floor	बांधीव Rs 26620/-
Sale Type - First Sale				
Sale/Resale of built up Property constructed after circular dt.02/01/2018				
मजला निहाय घट/वाढ				
= 100 / 100 Apply to Rate= Rs 116900/-				
घसा-मानुसार मिळकतीचा प्रति चौ मीटर मूल्यदर				
= ((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * घसा-मानुसार टक्केवारी) + खुल्या जमिनीचा दर)				
= (((116900-62400) * (100 / 100)) + 62400)				
= Rs 116900/-				
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र			
	= 116900 * 129.79			
	= Rs 15172451/-			
E) बाँदिस वाहन तळाचे क्षेत्र	27.5चौ मीटर			
बाँदिस वाहन तळाचे मूल्य	= 27.5 * (116900 * 25/100)			
	= Rs 803687.5/-			
Applicable Rates	= 3, 9, 18, 19, 15			
एकात्रित अंतिम मूल्य	= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + मेईनार्डन मजला क्षेत्र मूल्य + लागतच्या गळीचे मूल्य(खुली बाळकनी) + वरील गळीचे मूल्य + बाँदिस वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इमारती भोक्तीच्या खुल्या जागेचे मूल्य + बाँदिस बाळकनी + खचवाहित वाहनतळ			
	= A + B + C + D + E + F + G + H + I + J			
	= 15172451 + 0 + 0 + 0 + 803687.5 + 0 + 0 + 0 + 0 + 0			
	= Rs. 15976138/-			
	= ₹ एक करोड एकोणसाठ लाख शहासर हजार एक शे अहत्तीस /-			

Home Print

सह मुख्य निबंधक, ठाणे क ५

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दस्ता क्र. 299 / 2023

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CHALLAN
MTR Form Number-6



GRN	MH013914787202223E	BARCODE	Date 18/01/2023-12:23:27		Form ID	25.2
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Stamp Duty		TAX ID / TAN (If Any)			
	Registration Fee		PAN No.(If Applicable)			
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRAR		ADWFS2863G			
Location	THANE		MESSRS SKYLINE BUILDPRO			
Year	2022-2023 One Time		FLAT NO 204,2nd FLOOR, OLIVIA PRIME			
Premises/Building			BUILDING			
Account Head Details			Amount In Rs.			
0030046401	Stamp Duty	1197000.00	Road/Street			
0030063301	Registration Fee	30000.00	Area/Locality			
			Town/City/District			
			PIN			
			Remarks (If Any)			
			PAN2=AAOFN2662H~Second Party Name=ANGEL FACADE ENGINEERS			
			PVT LTD~			
			दस्ता क्र. ८५५/२०२३			
			21900			
Total		12,27,000.00	Amount In			
			Words			
Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK				
Cheque/DD No.			Bank CIN	Ref. No.	Bank Date	RBI Date
Name of Bank						Not Verified with RBI
Name of Branch						IDBI BANK THANE - 5
			Scroll No. , Date			
			Not Verified with Scroll			

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करायच्या नोंदणी करायच्या दस्तासाठी लागू आहे. नोंदणी न करायच्या दस्तासाठी सदर चलन लागू नाही.

Mobile No. : 9820000000

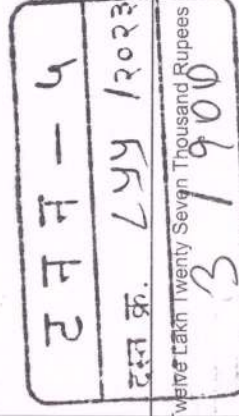


CHALLAN
MTR Form Number-6

GRN	MH01391478720223E	BARCODE	Date 18/01/2023-12:23:27		Form ID 25.2
Department	Inspector General Of Registration				
Type of Payment	Stamp Duty Registration Fee				
Office Name	THN5_THANE NO 5 JOINT SUB REGISTRAR				
Location	THANE				
Year	2022-2023 One Time				

Amount In Rs.		TAX ID / TAN (If Any)	Payer Details	
0030046401 Stamp Duty	1197000.00	PAN No.(If Applicable)	ADWFS2863G	
0030063301 Registration Fee	30000.00	Full Name	MESSRS SKYLINE BUILDPRO	
		Flat/Block No.	FLAT NO 204,2nd FLOOR, OLIVIA PRIME	
		Premises/Building	BUILDING	
		Road/Street	M.D. JOSHI ROAD,PANCHPAKHADI,THANE	
		Area/Locality	THANE	
		Town/City/District		
		PIN	4 0 0 6 0 1	

Remarks (If Any)	
PAN2=AAOFN2662H-SecondPartyName=ANGEL FACADE ENGINEERS	
PVT LTD~	
Amount In	Twelve lakh Twenty Seven Thousand Rupees Only
Words	31900
Total	12,27,000.00



Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK
Cheque/DD No.		Bank CIN Ref. No. 9900330023011813764 070825198
Name of Bank		Bank Date RBI Date 18/01/2023-14:05:59
Name of Branch		Bank-Branch IDBI BANK
		Scroll No. , Date

Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
महाराष्ट्र शासन न्याय विभाग कोणी-यात नोंदणी करायच्या दस्तावेजात लागू आहे. नोंदणी न करायच्या दस्तावेजात खालील सोदर चालवू नये.



Challan Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-335-855	0006906506202223	18/01/2023-14:05:59	IGR117	30000.00

G/RN : MH013914787202223E		Amount : 12,27,000.00		Bank : IDBI BANK		Date : 18/01/2023:12:23:27	
2	(IS)-335-855	0006906506202223	18/01/2023-14:05:59	IGR117		1197000.00	
Total Defacement Amount						12,27,000.00	


Document **H**andling **C**harges
 Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN	1801202303650	Receipt Date	18/01/2023
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Received from SKYLINE BUILDPRO, Mobile number 9820105012, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 855 dated 18/01/2023 at the Sub Registrar office Joint S.R. Thane 5 of the District Thane.

DEFACED
₹ 2000
DEFACED

Payment Details			
Bank Name	IBKL	Payment Date	18/01/2023
Bank CIN	10004152023011803356	REF No.	2811397506
Deface No	1801202303650D	Deface Date	18/01/2023

This is computer generated receipt, hence no signature is required.

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 दास क्र. ८५५ १२०२३
 ४ / १००



AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Thane this 18th day of January in the Christian Year Two Thousand Twenty-Three (2023)

B E T W E E N

M/S. SKYLINE BUILDPRO, a Partnership Firm duly registered under Indian Partnership Act, 1932, PAN: ADWFS2863G, having its Registered Office at 202/203, Monica, Hari Niwas Circle, LBS Road, Thane - 400 602, represented by its Partners (1) **Shri Hiren Hansraj Chheda** and (2) **Shri Shamprat Damodar Mhatre**; hereinafter referred to as **PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all the Partners for the time being constituting the said Firm and their survivors and their respective heirs, executors, administrators and assignees) of the **FIRST PART**

A N D

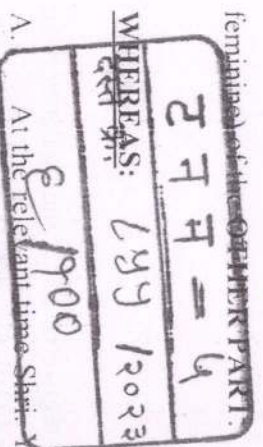
M/S. NAVKAR HEIGHTS, a Partnership Firm duly registered under Indian Partnership Act, 1932, PAN AAOFN2662H, having its Registered Office at ND 601, Beauty Arcade, First Floor, Opp. Pratap Talkies, Khopat, Thane West - 400 601, through Constituted Attorneys, the Promoters hereto i.e. M/s. SKYLINE BUILDPRO, a duly registered Partnership Firm through its Partners (1) **Shri Shamprat D. Mhatre** & (2) **Shri Hiren Hansraj Chheda** vide Power of Attorney dtd. 23rd September 2022, hereinafter referred to as **CO-PROMOTERS** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include all the Partners for the time being constituting the said Firm and their survivors and their respective heirs, executors, administrators and assignees) of the **SECOND PART**

A N D

ANGEL FAÇADE ENGINEERS PRIVATE LIMITED, having PAN AANCA2146F, having its Registered office at 504, 5th Floor, Opal Square, Plot No. C.1, S.G Barve Road, Wagale Estate, Thane (w) 400604, through its Director **Mr. SAKHARAM DEMAJI GAWADE**, hereinafter referred to as the **ALLOTTEE** (which expression shall, unless it be repugnant to the context or meaning thereof, in the case of (i) individual or more than one individual mean and include all of them, their survivors and their respective heirs,

executors, administrators and assigns, (ii) a Partnership Firm or LLP, mean and include all the Partners for the time being constituting the such Firm, their survivors and their respective heirs, executors, administrators and assigns and (iii) a Company duly incorporated under the Companies Act, 1956, mean successors and assigns and also wherever the context so requires, mean and include singular or plural as also masculine or

feminine of the OTHER PART.

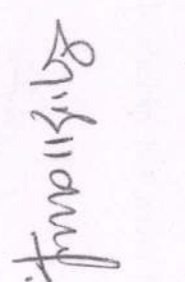


A. At the relevant time Shri. Yashwant Shivaji Gawand (for short called Yashwant) was the absolute and fully seized and possessed of all that piece and parcel of the land bearing Survey No. 14R-0P i.e. 1400 Hissa No.2B/3/2 admeasuring about 0H-14R-0P i.e. 1400 Sq.mts situated at Village Panchapakhadi, Tal. & Dist. Thane, then within the limits of the Municipal Council and since 1984 within the limits of Thane Municipal Corporation (TMC) Registration District and Sub-District Thane, which is hereinafter referred to as **Project Land** and more particularly described in the **First Schedule** hereunder written.

B. By and under Agreement for Sale Dtd.02/08/2017 executed between said Yashwant as the Vendor of One Part and Co-Promoters herein as the Purchasers of the Other Part, registered at Sr.No.TNN-12-2251/2017 (for short called **Agreement-2017**) and pursuant Power of Attorney Dtd.02/08/2017 executed by said Yashwant constituting the Partners of Co-Promoters as his Attorneys, registered at Sr. No. TNN-12-2252/2017 (for short called **POA-2017**) and further pursuant Deed of Conveyance Dtd.14/08/2017 executed between said Yashwant as the Vendor of One Part and Co-Promoters herein as the Purchasers of the Other Part, registered at Sr. No. TNN-12-2361/2017 (for short called **Conveyance**); the said Yashwant sold, transferred, conveyed, assured and gave the Project Land absolutely and handed over vacant, peaceful and physical possession thereof to the Co-Promoters hereto and thus the Co-Promoters hereto became the absolute owners and fully seized and possessed of and otherwise well and sufficiently entitled to the Project Land and in pursuance thereof by Mutation Entry No.4480, names of the Co-Promoters hereto came to be recorded as owners of the Project Land in 7/12 Extracts pertaining to the Project Land.

C. The Co-Promoters hereto purchased and acquired the Project Land with intention to develop the same by constructing multi-storey building thereon and allotting, selling and transferring the flats and premises therein to third party purchasers on ownership basis by executing Agreements under the Real Estate (Regulations & Development) Act, 2016





(RERA) and Rules made thereunder. The Co-Promoters hereto therefore appointed M/s. **Akruti Consultants** represented by Shri A. V. Desai as Architects and M/s Ajay Mahale and Associates as RCC Consultants represented by Shri Ajay Mahale for preparation of Plans for development of the Project Land and generally rendering their services in the matter of development of the Project Land.

D. The Co-Promoters through the aforesaid Architects submitted Plans to Thane Municipal Corporation (TMC) for development of the Project Land which came to be approved with grant of Building Permission and Commencement Certificate No. S02/0208/ 17/TMC/TDD/2358/17 Dtd.17/10/2017 (for short called **Approved Plan-A**) by the TMC granting permission to construct new building on the Project Land and accordingly the Co-Promoters hereto commenced the work of construction of the new building on the Project Land. Thereafter the Co-Promoters hereto submitted amended/revised Plans for development of the Project Land to TMC which came to be approved with Building Permission/Commencement Certificate vide V. P. No. S02 / 0208 / 17 / TMC / TDD / 2564 / 18 dtd.28/03/2018 (for short called **Approved Plan-B**) and with that the Co-Promoters hereto continued further work of construction of the building on the Project Land and brought it to the stage of RCC work up to 3rd Slab Level (hereinafter referred to as **Partial Construction**). The building so being constructed on the Project Land was then named as **NAV KAR HEIGHTS**.

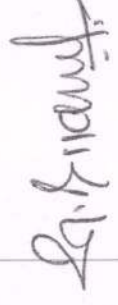
E. The Co-Promoters hereto have registered the Project of development of the Project Land with concerned Authorities appointed under the provisions of RERA under Registration No. **P51700017214**.

F. The Co-Promoters hereto meanwhile have executed certain Agreements with certain Allottees/Purchasers mentioned therein as per the provisions of RERA and Rules made thereunder and thereunder have agreed to sell/allot to such Allottees/Purchasers certain Flats/Premises in the then named Navkar Heights and have received certain part of price consideration from such Allottees/Purchasers under such Agreements and the details of the same are as under: -

- i. **Name of the Allottee/Purchaser:** - Mr. Kishor Devram Thakare & Mrs. Kirti Kishor Thakare, Date of Agreement 8th of August 2019, Registration No. TNN5/13421/2019, Shop No. 1 on Ground Floor having area 760 sq.ft. carpet
- ii. **Name of the Allottee/Purchaser:** - Mr. Kartikchandra Jeetmohan Pal & Mr. Tapan Jeetmohan Pal, Date of Agreement 26th of November 2018, Registration

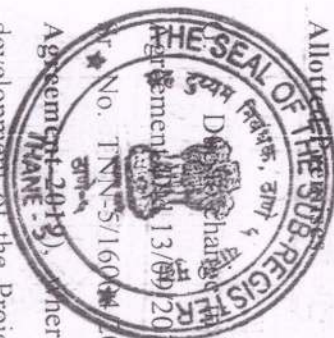


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एन नं-५	No. TNN/2/120/2018, Shop No. 2 on Ground Floor having area 870 sq.ft.
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The aforesaid Agreements are hereinafter collectively referred to as Executed Agreements and the shops agreed to be sold thereunder are hereinafter collectively referred to as	

Alotted



business plans, the Co-Promoters hereto executed Development Agreement No. TNN-5/16008/2019 and registered on 23/09/2019 with the Promoters hereto vide Agreement No. TNN-5/16008/2019 in the Office of Sub-Registrar Thane (for short called **Agreement-2019**), whereby the Co-Promoters hereto have given all the rights of development of the Project Land to the Promoters hereto on the terms and conditions mentioned therein. In pursuance of the said Agreement-2019, the Co-Promoters hereto have executed Power of Attorney Dtd.23/09/2019, which is registered at Sr. No. TNN-5/16008/2019 in the Office of Sub-Registrar Thane (for short called **POA-2019**), whereby the Co-Promoters hereto constituted the Partners of the Promoters hereto as their true and lawful Attorneys to deal with and develop the Project Land. In pursuance said Agreement-2019 and POA-2019, the Co-Promoters hereto put the Promoters hereto in possession of the Project Land with said Partial Construction and with that Promoters hereto continued to carry on further construction of the then named Navkar Heights building as per the said Approved Plan-B.

H. After execution of the said Agreement-2019 and said POA-2019, the Promoter hereto with the knowledge and consent of the Co-Promoters have renamed said **NAVKAR HEIGHTS** Building as **OLIVIA PRIME**.

I. By and under the said Agreement-2019, the Co-Promoters hereto gave and assigned to the Promoters hereto all the rights of development of the Project Land by carrying on further development thereof with construction of the said Olivia Prime Building on the Project Land with its investments and costs and in consideration of the same:- (i) the Co-Promoters hereto became entitled to 41.50% constructed premises consisting of shops, commercial premises, residential flats in the said Olivia Prime Building being constructed on the Project Land, which included the said Allotted Premises agreed to be sold/allotted by the Co-Promoters hereto under the said Executed Agreements (for short called **Premises-A**); with rights, powers and authority to sell and allot the same to third party allottees/purchasers on ownership basis by executing Agreements under the provisions of RERA and Rules made thereunder and/or other relevant provisions of Law for the time

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[Signature] *[Signature]* *[Signature]*



being in force and 41.50% Parking Spaces available in the development of the Project Land (for short called **Parking Spaces-A**) with rights, powers and authority to allot the same to such third party allottees/purchasers and (ii) the Promoters hereto being entitled to 58.50% constructed premises consisting of shops, commercial premises, etc. situated on the said Olivia Prime building being constructed on the Project Premises-B; with rights, powers and authority to sell and allot the same to third party allottees/purchasers on ownership basis by executing Agreements under the provisions of RERA and Rules made thereunder and/or other relevant provisions of Law in force being in force and 58.50% Parking Spaces available in the development of the Project Land (for short called **Parking Spaces-B**) with rights, powers and authority to allot the same to such third party allottees/purchasers.

J. Under the said Agreement-2019, the Co-Promoters hereto have undertaken to fulfil all their liabilities and obligations under the said Executed Agreements towards the allottees/purchasers of the said Allotted Premises with the rights to receive the price consideration received and receivable from the allottees/purchasers of the said Allotted Premises and appropriate the same.

K. Thereafter Supplementary Development Agreement Dtd.23/09/2019 came to be executed between the Co-Promoters hereto with the Promoters, which is registered at Sr. No. TNN-5/16006/2019 in the Office of Sub-Registrar Thane (for short called **Supplementary Agreement-2019**) whereby some supplementary terms came to be added to the said Agreement-2019.

L. The Co-Promoters and the Promoters hereto lately realized that Recitals in the said Agreement-2019 giving chronology about flow of Title to the Project Land are somewhat a bit unnecessary and hence have made and executed by and between them Deed of Rectification Dtd.08/12/2020 which is registered at Sr. No. TNN-2/17830/2020 in the Office of Sub-Registrar Thane (for short called **Rectification Deed**) and thereby have substituted the Recitals in the said Agreement-2019 with the Recitals mentioned in the said Rectification Deed with regard to flow of Title to the Project Land.

M. As per Development Control Regulation of TMC (for short called **D.C.Regulations**), the Project Land being capable of developed with the use of Transferable Development Rights (**TDR**), the Promoters hereto with the consent and concurrence of the Co-Promoters purchased and acquired under:- (i) Deed of Purchase of TDR Dtd.4th of November 2019 made by and between Mr. Yashwant M. Manvacharya and

८ Sub-Registrar Thane दस्ता क्र. ८५५ Deed of Purchase of TDR Dtd. 12th of December 2019 made by and between M/s Maa Murphradevi Enterprises and the Promoters hereto, which is registered at Sr. No. TNN-5- 90/900
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the Promoters hereto, which is registered at Sr. No. TNN5-18518-/2019 in the Office of the Promoters hereto, which is registered at Sr. No. TNN5-18518-/2019 in the Office of the Sub-Registrar Thane (for short called **TDR Deed-A**), 3324 Sq.mts TDR (for short called **TDR Deed-B**), being part of TDR granted by TMC under TDR Certificate vide No. 268 and (ii) Deed of Purchase of TDR Dtd. 12th of December 2019 made by and between M/s Maa Murphradevi Enterprises and the Promoters hereto, which is registered at Sr. No. TNN-5-

2004-2019 in the Office of Sub-Registrar Thane (for short called **TDR Deed-B**), being part of TDR granted by TMC under TDR Certificate vide No. 44 for use and utilization of parts of the Project Land against payment of premium paid to TMC and certain parts of all the TDR-A and TDR-B and such revised/amended Plans were approved and sanctioned by TMC vide Permission /Commencement Certificate V. P. No. S-02/0208/17/TMC/TTDD/3646/21 dtd. 29-7-2021 (for short called **Approved Plan-C**). Due to certain provisions, amendments and availability of additional FSI, the Promoters herein submitted further amended/revised plans which were approved and sanctioned by TMC vide Permission /Commencement Certificate V. P. No. S-02/0208/17/TMC/TTDD/3965/22 dtd. 14-02-2022 (for short called **Approved Plan-D**). The Promoters hereto continue to carry on construction of said Olivia Prime Building as per the said Approved Plan-D on the Project Land

O. As far as the Co-Promoters are concerned; the said Agreement-2019, said POA-2019, the said Supplementary Agreement-2019 and said Rectification Deed came then to be executed by its some of the Partners and hence a Deed of Confirmation dtd. 26/07/2021 came to be executed by remaining Partners of the Co-Promoters hereto in favour of the Promoters hereto, which is registered at Sr. No. TNN-2-14243/2021 in the Office of Sub-Registrar Thane (for short called **Confirmation Deed**) rectifying and confirming the said Agreement-2019, said POA-2019, the said Supplementary Agreement-2019 and said Rectification Deed being binding upon them and to be treated as executed by them.

P. The development of the Project Land with construction said Olivia Prime building is hereinafter called **Project**.

Q. As mentioned above, under the said Agreement-2019, said POA-2019, the said Supplementary Agreement-2019, said Rectification Deed, said Confirmation Deed and Supplementary Agreement-2021 (i) the Co-Promoters hereto have become entitled to sell

[Handwritten signatures]

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and allot Flats/Premises of and from the said Premises to Pragya respectively १०/१०/२३
allottees/purchasers on ownership basis by executing Agreements as per the provisions of
RERA and the Rules made thereunder and to allot parking spaces of and from the said

Parking Spaces-A to such allottees/purchasers and (ii) the Promoters hereto Pragya
entitled to sell and allot Flats/Premises of and from the said Premises Pragya
purchasers on ownership basis by executing Agreements as per the provisions of RERA
and the Rules made thereunder and to allot parking spaces of and from the said parking
Spaces-B to such allottees/purchasers.



R. The Sketch showing boundary lines of the Project Land is annexed Pragya
as **Annexure-A**. A copy of 7/12 Extract pertaining to the Project Land is hereto annexed
marked **Annexure-B**. A copy of the Title Certificate for the Land dated 2nd of September
2017 issued by Advocate Shri Y. S. Duduskar is hereto annexed marked **Annexure-C**. A
copy of the location map is annexed hereto marked **Annexure-D**. Copies of the latest
Olivia Prime building Permission granted by TMC with respect to said Approved Plan-D
and the Commencement Certificate are annexed hereto marked as **Annexure-E**.

S. The Allottee has applied to the Promoters for allotment of a residential flat bearing
No. **204** having RERA Carpet area **117.99** sq.mtrs, on **2nd** Floor in the said Olivia Prime
building to be constructed on the Project Land, which is more particularly described in the
SECOND SCHEDULE hereunder written (hereinafter referred to as **Apartment**) and
Floor Plan thereof is hereto annexed marked **Annexure-F**. The Allottee has also applied to
the Promoters to allot facility of **2 (Two)** parking spaces (1 stack parking system) at the
said Olivia Prime Building (hereinafter referred to as **Parking Space**), the location of
which shall be decided and finalized by the Promoters at appropriate time.

T. The Parties relying on the confirmations, representations and assurances of each
other and having faithfully agreed to abide by all the terms, conditions and stipulations
contained in this Agreement and all applicable laws are now willing to enter into this
Agreement on the terms and conditions appearing hereinafter.

U. The Allottee has demanded from the Promoters and the Promoters have also
furnished to the said Allottee inspection of all the documents pertaining to title of the
Project Land, tentative location and Olivia Prime Building plans, the said Approved Plans,
the said submitted yet unapproved plans, various other permissions, sanctions and
approvals etc. and of such other documents as are specified under RERA and the Rules
made thereunder. The Allottee is fully satisfied with regard to all the documents as
aforementioned and the Promoters' rights to the Project Land and to construct the said

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dispute, complaint and/or grievance of any nature whatsoever with respect to the same. The
 Allottee further hereby confirms that there shall be no further investigation or objection by
 the Allottee in that regard and is fully satisfied of the competency of the Promoters to enter
 into this Agreement. The Allottee does hereby agree and undertake to be bound by all the
 terms and conditions imposed by various Authorities with regard to various sanctions,
 permissions, etc. including the said Approved Plans at all the time.

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Olivia Prime building thereon and the Allottee hereby explicitly agrees not to raise any
 dispute, complaint and/or grievance of any nature whatsoever with respect to the same. The
 Allottee further hereby confirms that there shall be no further investigation or objection by
 the Allottee in that regard and is fully satisfied of the competency of the Promoters to enter
 into this Agreement. The Allottee does hereby agree and undertake to be bound by all the
 terms and conditions imposed by various Authorities with regard to various sanctions,
 permissions, etc. including the said Approved Plans at all the time.

The said Allottee, in pursuance of the said application and the representations and declarations
 made by the Allottee as aforesaid, the Promoters have agreed to sell and allot to the Allottee
 and the said Allottee has agreed to purchase from the Promoters the said Apartment along
 with the said Parking Space for the price and upon the terms and conditions agreed between
 the Promoters hereto and the Allottee hereto.

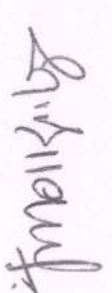
W. The Allottee has agreed to purchase and acquire and the Promoters have agreed to
 allot to the Allottee the said Apartment along with said Parking Space at or for lump sum
 price consideration of **Rs. 1,71,00,000/- (Rupees One Crore Seventy-One Lakhs Only)**.
 Prior to the execution of these presents, the Allottee has paid to the Promoters herein, a
 sum of **Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only)** being part payment of the
 agreed price consideration, the payment and receipt whereof the Promoters do hereby admit
 and acknowledge and at such time the Allottee has agreed and undertaken to pay to the
 Promoters balance of the purchase price and all other cost, charges, expenses and all other
 payments in the manner hereinafter appearing.

X. As per Sec.13(1) of RERA, the Promoters are required to execute written
 Agreement for sale and allotment of the said Apartment to the Allottee being in fact these
 Presents and the Allottee shall register the same with the Registering Authority with
 intimation to the Promoters.

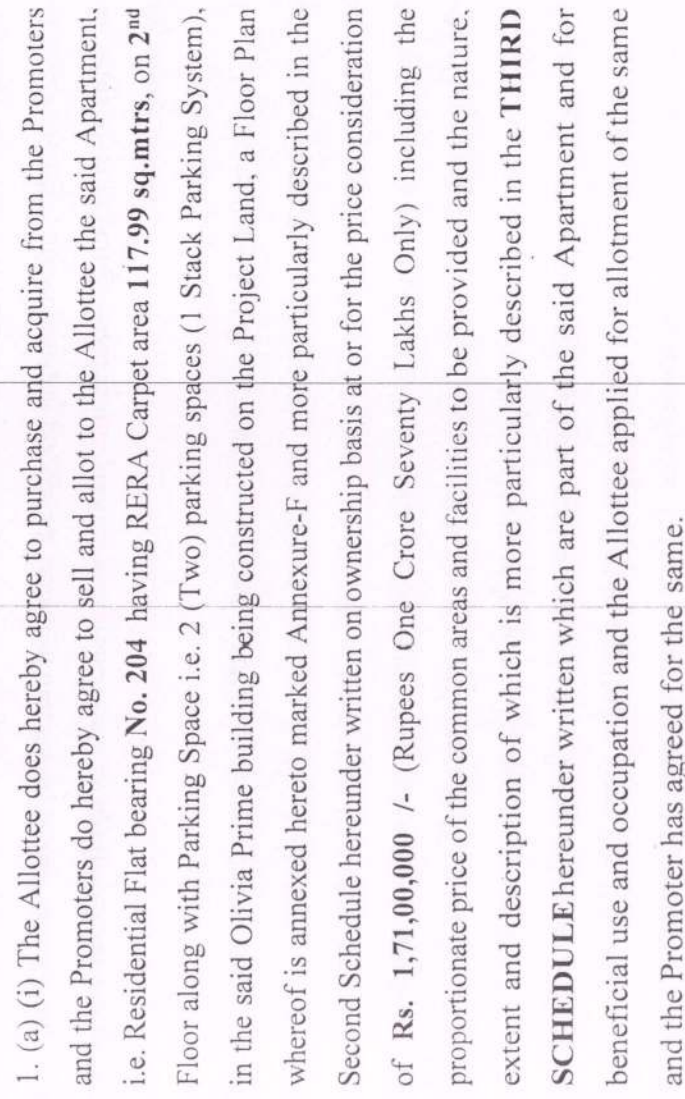
**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY
 AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. The Promoters shall construct the said Olivia Prime building on the Project Land
 in accordance with the said last Approved Plan-D and/or amended plans, designs and
 specifications as and when got approved by the Promoters from TMC and/or other the
 concerned Authorities from time to time. The Promoters have proposed to use and utilize
 additional / floating FSI of the Project Land which may become available and permissible
 in future and also TDR in respect of the Project Land and/or any other land or property to





construct some additional floors in the said Olivia Prime building ~~shall~~ be constructed and for that purpose may amend the Approved Plan-D and obtain sanction for the same from TMC and/or other concerned Authorities and to carry on construction of the said Olivia Prime building on the Project Land accordingly. The Promoters therefore have submitted their plans with the use of such additional/floating FSI and/or TDR as ~~per~~ ^{per} said and ~~no~~ ^{no} objection for the thereof have been seen by the Allottee and Allottee consents and given by the Promoters to submit such amended plans to TMC and/or other concerned Authorities and obtain sanction and approval for same and accordingly carry on construction of the said Olivia Prime building on the Project Land; Provided that the Promoters shall ~~not~~ ^{not} obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect said Apartment, except any alteration or addition required by any Government authorities or due to change in law.



(ii) The total aggregate price consideration amount for the said Apartment including the said Parking Space is thus **Rs. 1,71,00,000 /- (Rupees One Crore Seventy One Lakhs Only).**

1. (b) The Allottee has paid on or before execution of this Agreement a sum of **Rs. 25,00,000 /- (Rupees Twenty-Five Lakhs Only)** as part payment of the agreed price consideration and hereby agrees to pay to the Promoters the balance of the agreed price consideration being **Rs. 1,46,00,000 /- (Rupees One Crore Forty-Six Lakhs Only)** in the following manner: -

following manner: -

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(i) Rs. 1,37,45,000/- (Rupees One Crore Thirty-Seven Lakhs Forty-Five Thousand Only) to be paid within 30 days of the execution of this Agreement.

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Rs. 855,000/- (Rupees)
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over of the possession of the
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Certificate of Completion C

Rs. 8,55,000/- (Rupees Eight Lakh Fifty-Five Thousand Only) being 5% of the agreed price consideration being the balance payment against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of Occupancy Certificate or Completion Certificate of the said Olivia Prime building.

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

1. (d) The Promoters shall confirm the final carpet area that has been allotted to the Allottee after the construction of the said Olivia Prime building in which the said Apartment is situated is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (Three Percent). The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then Promoters shall refund the excess money paid by Allottee within 45 (Forty-Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

1. (e) The Allottee authorizes the Promoters to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding, if any, in his name as the Promoters may in their sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoters to adjust his payments in any manner.