



## THANE MUNICIPAL CORPORATION, THANE

Regulation

(Registration No. 3 &amp; 24)

### SANCTION OF DEVELOPMENT

सुधारीत PERMISSION/ COMMENCEMENT CERTIFICATE  
तळ + पी १ + पी २ + अॅमिनिटी मजला + १ ला ते ९ मजले + १० वा मजला करीता

V. P. No. 502/0200/199 TMC / TDD / 3965/22 Date : 14/2/2022  
To, Shri / Smt. मे. आकृती कन्सल्टन्ट्स (Architect)  
C/o. Shri. A. V. Desai  
Shri. नवकार हाईट्स तर्फे श्री. शांतिलाल रुपचंद पारख (Owners) इतर ३ ..... (भूखंडधारक)  
मे. स्कायलाइन बिल्डिंग तर्फे श्री. शांतल म्हात्रे ..... (विकासक)

With reference to your application No. १०७२ dated ०७/१२/२०२१ for development permission / grant of Commencement certificate under section 45 & 69 of the the Maharashtra Regional and Town Planning Act, 1966 to carry out development work and or to erect building No. ----- in village पाचपाखांडी Sector No. २ Situated at Road / Street १५.०० मी. १८.०० मी. राड S. No. / C.S.T. No. / F.P. No. ४३, हि. २बी/३बी/२

The development permission / the commencement certificate is granted subject to the following conditions.

- 1) The land vacated in consequence of the enforcement of the set back line shall form Part of the public street.
- 2) No new building or part thereof shall be occupied or allowed to be occupied or permitted to be used by any person until occupancy permission has been granted.
- 3) The development permission / Commencement Certificate shall remain valid for a period of one year Commencing from the date of its issue.
- 4) This permission does not entitle you to develop the land which does not vest in you.
- 5) This permission is being issued as per the provisions of sanctioned Development Plan and Development Control Regulations. Any other statutory permission, as required from State and Central Govt. Departments/ undertakings shall be taken by the applicant. If any irregularity is found at later date, the permission shall stand cancelled.
- 6) Authority will not supply water for construction (Optional)
- 7) Information Board to be displayed at site till Occupation Certificate.
- 8) If in the development permission reserved land/amenity space/road widening land is to be handed over to the authority in the lieu of incentive FSI, if any, then necessary registered transfer deed shall be executed in the name of authority with in 6 month from the commencement certificate.
- 9) All the provision mentioned in UDCPR, as may be applicable, shall be binding on the owner/developer.

**WARNING : PLEASE NOTE THAT THE DEVELOPMENT IN  
CONTRAVENTION OF THE APPROVED PLANS  
AMOUNTS TO COGNASIBLE OFFENCE PUNISHABLE  
UNDER THE MAHARASHTRA REGIONAL AND TOWN  
PLANNING ACT. 1966**

Office No. \_\_\_\_\_

Office Stamp \_\_\_\_\_

Date \_\_\_\_\_

Issued \_\_\_\_\_

Yours faithfully,

Municipal Corporation of  
the city of Thane.



Certificate No.:- 2017

**THANE MUNICIPAL CORPORATION, THANE**  
(Regulation No. 37)

**Occupancy Certificate**

इमारत - तळ + पी १ + पी २ + ऑर्मिनिटी मजला + १ ते ९ मजले + १० वा मजला (पार्ट) करीता

V.P. No. S०२/०२०८/१७ TMC/TDD/०८८/११२०/२३ Date ७/२/२०२३

To, मे. आकृती कन्सल्टन्टस् ..... ( वास्तुविशारद )  
C/o Shri. A. V. Desai

मे. नवकार हाईटस तर्फे भागीदार श्री. शांतिलाल रुपचंद पारेख व इतर ३ ..... (Owners)

मे. स्कायलाईन बिल्डप्रो तर्फे श्री. शांप्रत म्हात्रे ..... (विकासक)

मौजे ठाणे, येथील स. नं. ४३, हि.नं. २ब/३/२, सेक्टर नं. २, ठाणे या भुखंडावरील मंजूर  
Sub विकास प्रस्तावांतर्गत इमारत तळ + पी १ + पी २ + ऑर्मिनिटी मजला + १ ते ९ मजले  
+ १० वा मजला (पार्ट) करीता वापर परवाना प्रमाणपत्र मिळणेबाबत.  
Ref. V. P. No. S०२/०२०८/१७

Your Letter No.: ७५७९ दि. २७/१२/२०२२

Sir,

The part/full development work/erection/re-erection alteration in / of building / part building no.  
वरील प्रमाणे situated at ठाणे Road / Street १५ व १८ मी. Ward No. ---- Sector  
No. २ S.No./C.T.S.No./F.P.No. ३, हि.नं. २ब/३/२ Village पांचपाखाडी, ठाणे under the  
supervision of श्री. अ. व्ही. देसाई Licensed Survey or /Engineer / Structural Engineer / Supervisor /  
Architect / Licence No. सीए/९४/१७९२३ may be occupied on the following conditions.

- १) ठाणे महानगरपालिके मार्फत उपलब्धतेनुसार पिण्यासाठी पाणी पुरवण्यात येईल.
- २) उद्वाहन, सी. सी. टी. व्ही. यंत्रणा, सोलार वॉटर हीटिंग सिस्टम, रेन वॉटर हार्वेस्टिंग सिस्टम कार्यान्वित ठेवण्याची जबाबदारी विकासक व तदनंतर सोसायटी यांची राहिल.
- ३) वृक्ष, पाणी, ड्रेनेज व अग्निशमन विभागाकडील ना हरकत दाखल्यामधील अटी विकासकांवर बंधनकारक राहतील.
- ४) दि. २९/१२/२०२२ रोजी दिलेली हमीपत्र विकासकांवर बंधनकारक राहिल.
- ५) अस्तित्वातील विहीर बुजवता येणार नाही.
- ६) दि. ०६/०२/२०२३ रोजी दिलेली हमीपत्र विकासक व सदनिकाधारक यांच्यावर बंधनकारक राहिल.

As set certificated completion plan is returned herewith

सावधान  
Office No.:

मंजूर नकशानुसार कामे करणे तसेच  
विकास प्रस्तावात नोंद घेणे आवश्यक त्या  
परवानग्या व इतर कागदपत्रे, महासंघ  
प्रादेशिक शाखेकडून घ्यावे. कलम  
अनुसार घ्यावे. त्यासाठी जास्ती  
कागद ३ वर्षे टिकवून घ्यावे. वॉट-वॉट होऊ शकते

Copy to

- 1) Collector of Thane
- 2) Dy. Mun. Commissioner
- 3) E. E. (Water Works) TMC
- 4) Assessor Tax Dept. TMC
- 5) Vigilance Dept. T.D.D., TMC



Yours faithfully

Executive Engineer  
Town Development Department  
Municipal Corporation of  
the city of Thane.

## AGREEMENT

THIS AGREEMENT made and entered into at THANE, on this \_\_\_\_\_ day of MARCH in the year Two Thousand and Twenty Two (2022)

### BETWEEN

M/S. NAVKAR HEIGHTS, a duly registered partnership firm, having (PAN: AAOFN2662H) having its address at Nucleus Diagnostic Centre, Beauty Arcade, 1st floor, Opp. Pratap Talkies, Khopat, Thane West - 400601, hereinafter referred to as "**the Vendors**" (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, their survivor or survivors and their respective heirs, executors, administrators and assigns) of the **First Part**

### AND

M/S. SKYLINE BUILDPRO, a duly registered partnership firm, having (PAN: AAOFN2662H) having its address at 202/203, Monica, Haari Niwas Circle, LBS Road, Thane West - 400602, Represented through their Power of Attorney Holder under Authenticated Power of Attorney dated 23.09.2019 M/S. NAVKAR HEIGHTS, hereinafter referred to as the "**Promoters/Confirming Party**" (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, their survivor or survivors and their respective heirs, executors, administrators and assigns) of the **Second Part**

### AND

(1) MR. RAJESH MOHANLAL MUTHA, Age 53 years, PAN: ABBPM4190R, (2) MRS. ANITA RAJESH MUTHA, Age 50 years, PAN: AAYPM4835H, Both Indian Inhabitants, having address at 201, Shrushti Abode, Govind Bachhaji Road, Charai, Thane West - 400601, hereinafter referred to as "**Allottee/Purchaser/s**" (Which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their heirs, executors, administrators, nominees and/or assigns) of the **Third Part**.

The Vendors, the Promoters and the **Allottee/Purchaser/s** are hereinafter individually referred to as "**a Party**" and collectively as "**the Parties**".

### WHEREAS:

A. At all material time one Shri. Yashwant Shivaji Gawand (Hereinafter for short called the **said Yashwant**) was the absolute owner and fully seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of the land bearing Survey No. 43, Hissa No. 2B/3/2, admeasuring 0H-14R-0P i.e. 1400 sq. mtrs, situate at M. D. Joshi Road, Village Panchpakhadi, Taluka & District Thane, then within the limits of Thane Municipal Council and since 1984 within the limits of Thane Municipal Corporation, Registration District & Sub-District of Thane, and the same is more particularly described in the **First Schedule** hereunder written. (hereinafter referred to as the **said Property**).

B. By and under an Agreement for Sale dated 02.08 2017, executed between the said Yashwant as the Vendor of One Part and the Vendors herein as the Purchasers of the Other Part duly registered in the office of Sub-Registrar Thane-12 as Document No. TNN12-2251-2017 (hereinafter referred to as the **said Agreement 2017**) and Pursuant Power of Attorney dated 02.08 2017, executed by the said Yashwant, constituting the Partners of the Vendors herein, as his Attorneys, registered as Document No. TNN12-2252-2017 (hereinafter referred to as the **said Power of Attorney 2017**). And subsequent by a Deed of Conveyance dated 14.08.2017, executed between the said Yashwant as the Vendor of One Part and the Vendors herein as the Purchasers of the Other Part, registered in the office of Sub-Registrar Thane-12 as Document No. TNN12-2361-2017 (hereinafter referred to as the **said Conveyance**) the said Yashwant sold, transferred, conveyed and assured and gave the said Property absolutely and hand over vacant, peaceful and physical possession thereof to the Vendors herein and thus the Vendors herein became the absolute owners and fully seized and possessed of the said Property and accordingly their name was were recorded as owners of the said Property in the records of rights including 7/12 extract pertaining to said Property vide Mutation Entry No. 4080. The Copy of the **7/12 extract** of the said land is annexed hereto as **Annexure "A"**;

C. That the Vendors herein purchased and acquired the said Property with intention to develop the same by constructing multi-storey building thereon and allotting, selling or transferring the flats and premises therein to the Third Party Purchasers on ownership basis by executing into Agreements under the provisions of Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**RERA**") and the Rules made there under. The Vendors herein therefore appointed **M/s. Akruti Consultants**, Represented by Mr. A. V. Desai as Architects and **M/s. Ajay Mahale & Associates** as RCC Consultants, Represented by Mr. Ajay Mahale for preparation of the plans for development of the said Property and generally rendering their services in the matter of development of the said Property;

D. That the Vendors herein, through the aforesaid Architects, submitted plans to Thane Municipal Corporation (**TMC**) for development of the said Property which came to be approved with grant of Building Permission and Commencement Certificate vide V.P. No. S02/0208/17/TMC/TDD/2358/17 dated 17.10.2017 (hereinafter referred to as the **Said Approved Plan -A**), granting Permission to construct new building on the said Property and accordingly, the Vendors herein commenced the work of construction of the new building on the said Property. Thereafter, the Vendors herein submitted revised/amended plans for development of the said Property to TMC, which came to be approved by TMC with grant of Building Permission / Commencement Certificate vide V.P. No. S02/0208/17/TMC/TDD/2564/18 dated **28.03.2018** (hereinafter referred to as the **Said Approved Plan -B**) and with that the Vendors herein continued the further work of construction of the new building on the said Property and brought it to the stage of RCC Work upto 3rd slab level (hereinafter referred to as the **Said Partial Construction**.) The new building to be constructed on the said Property was named as **NAV KAR HEIGHTS**;

E. The Vendors herein have registered the Project under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority under No. **P51700017214**. A copy of Certificate is annexed hereto and marked as an **Annexure**;

F. The Vendors herein have meanwhile executed certain Agreements with certain Allottee/Purchasers as per provisions of RERA and thereunder have agreed to sell or allot certain flats/premises in the said NAVKAR HEIGHTS building and have received certain part of Price or Consideration from such Allottee/Purchasers under such Agreements, the details thereof are as under:

(i) Agreement dated 26.11.2018, registered as Document No. TNN12 - 12080 - 2018, executed with Allottee/Purchasers Mr. Kartikchandra Jeetmohan Pal & Mr. Tapan Jeetmohan Pal in respect of Shop No. 2, Ground Floor, adm. 870 sq. ft. Carpet area.

(ii) Agreement dated 08.08.2019, registered as Document No. TNN5 - 13421- 2019, executed with Allottee/Purchasers Mr. Kishor Devram Thakare & Mrs. Kirti Kishor Thakare in respect of Shop No. 1, Ground Floor, adm. 760 sq. ft. Carpet area.

(hereinafter referred to as the **Said Executed Agreements**).

G. Meanwhile Vendors herein have by Development Agreement dated 13.09.2019, registered in the office of Sub-Registrar Thane-5 as Document No. TNN5- 16004 - 2019 (hereinafter referred to as the **said Development Agreement 2019**) granted the development rights in respect of the said Property to and/or in favour of the Promoters herein, for the price or consideration and on the terms and conditions more particularly mentioned therein. The Vendors have also executed a Power of Attorney dated 23.09.2019, registered in the office of Sub-Registrar Thane-5 as Document No. TNN5- 16008 - 2019 in pursuance of the aforesaid Development Agreement, in favour of the Promoters herein, whereby the Vendors constituted the Partners of the Promoters herein as their true and lawful Attorneys to deal with and to develop the said Property. In pursuance of the said Development Agreement 2019 and the said POA 2019, the Vendors put the Promoters herein in possession of the said property with said partial construction and with that Promoters herein continued to carry out further construction of the said NAVKAR HEIGHTS Building, as per the said Approved Plan -B; A copy of **said Development Agreement 2019** is annexed hereto and marked as an **Annexure**.

H. The said Building was named as NAVKAR HEIGHTS by the Vendors herein. After the said Development Agreement 2019 executed between the Vendors and Promoters herein, the said Building have been mutually renamed as "OLIVIA PRIME".

I. By and under the said Development Agreement 2019, it is agreed between the Promoters and Vendors herein that:- (i) 41.50% constructed premises of shops, commercial premises, residential flats in the said Olivia Prime building being constructed on the said Property shall be allotted to the share of the Vendors herein (for short called **Premises-A**) in consideration of the Vendors herein having given and assigned to the Promoters hereto all the rights of development of the said Property to the Promoters hereto and 58.50% constructed premises of shops, commercial premises, residential flats in the said Olivia Prime building being constructed on the said Property shall be-retained by the Promoters (for short called **Premises-B**) in consideration of the Promoters herein having agreed to carryout development of the said Property, (ii) the flats and premises agreed to be sold/allotted by the Vendors herein under the said Executed Agreements are to be included in and shall be part of the said Premises-A, (iii) the Parking Spaces available on the development of the said Property shall also be in the same proportion i.e. 41.50% to be allotted to the Vendors herein (for short called **Parking Spaces-A**) and 58.50% to be retained by the Promoters herein (for short called

N. A Deed of Purchase of TDR dated 04.11.2019 made by and between Mr. Yashwant M. Manvacharya and the Promoters herein, which is registered at Sr. No. TNN5 - 18518-2019 in the Sub-Registrar Thane (for short called **TDR Deed-A**) purchased and acquired 3324 Sq.mts TDR (for short called **TDR-A**) being a part of TDR granted by TMC under TDR Certificate vide No. 268 (ii) A Deed of Purchase of TDR dated 12.12.2019 made by and between M/s Maa Mumbradevi Enterprises and the Promoters herein which is registered at Sr. No. TNN5-20946-2019) in the Office of Sub-Registrar Thane (for short called **TDR Deed-B**) purchased and acquired 1636 Sq. mts TDR (for short called **TDR-B**) being a part of TDR granted by TMC under TDR Certificate vide No 44 AND (i) A Deed of Purchase of TDR dated 13.09.2019 made by and between M/s Akash Realtors and the Promoters herein which is registered at Sr. No. TNN2-13922-2019 in the Office of Sub Registrar Thane (for short called **TDR Deed-C**) purchased and acquired 232.5 Sq. mts TDR (for short called **TDR-C**) being a part of TDR granted by TMC under TDR Certificate vide No. 252 for use and utilization of the same in the construction of Olivia Prime building on the said Property.

O. The Promoters herein having acquired the said TDR-A, TDR-B and TDR-C as aforesaid have submitted to TMC revised/amended Plans with certain part of all the 3 TDRs and use of additional FSI available in respect of the said Property against payment of premium paid to TMC and the revised/amended Plans is approved and sanctioned with grant of Building Permission and Commencement Certificate vide V.P. No. S02/0208/17/TMC/TDD/3965/22 dated 14.02.2022. (hereinafter referred to as the **Said Approved Plan -C**)

P. The development of the said Property with construction of the said Olivia Prime building is hereinafter called **Project**. Under the said Development Agreement 2019 it is agreed between the Vendors and Promoters that – (i) the Vendors herein shall sell and allot Flats/Premises of and from said Premises-A and said Parking Spaces-A to prospective purchasers on ownership basis by executing Agreements as per the provisions of RERA and the Rules made thereunder and (ii) the Promoters herein shall sell and allot Flats/Premises of and from the said Premises-B and said Parking Spaces -B to prospective purchasers on ownership basis by executing Agreements as per the provisions of RERA and the Rules made thereunder.

Q. The Sketch showing boundary lines of the said property is annexed hereto marked as **Annexure-A**. A copy of 7/12 Extract pertaining to the said property is hereto annexed marked **Annexure-B**. A copy of the Title Certificate dated 02.09.2017 issued by Advocate Shri Y. S. Duduskar is hereto annexed marked **Annexure-C**. A copy of the location map being a part of the said Approved Plan-B & C is annexed hereto marked **Annexure-D**. Copies of the Olivia Prime building Permission granted by TMC with respect to said Approved Plan-B & C and the Commencement Certificate/s are annexed hereto collectively marked as **Annexure-E**.

R. The Allottee has applied to the Vendors for allotment of a Residential Premises being **Flat bearing No. 1003**, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, on **10th Floor** in the said **OLIVIA PRIME** building to be constructed on the said Property, which is out of the Premises A of the Vendors herein and the same is more particularly described in the **Second Schedule** hereunder written (hereinafter referred to as the said **Apartment**) and

Floor Plan thereof is hereto annexed marked **Annexure-F** The Allottee has also applied to the Promoters to allot facility of FOUR Nos. of Car parking space/s at Podium Level of 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, Allottee /s acknowledge/s that and has/have no objection to the same.

S. 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.

T. The Allottee has demanded from the Vendors and the Vendors have also furnished to the said Allottee inspection of all the documents pertaining to title of the said Property, 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 Vendors' rights to the said Property and the Promoters right to construct the said 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 by the Allottee in that regard and is fully satisfied of competency the Vendors and 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, approvals etc. including the said Approved Plans at all the time.

U. After relying upon the said application and the representations and declarations made by the Allottee as aforesaid, the Vendors have, with the confirmation of the Promoters agreed to sell and allot to the Allottee and the said Allottee has agreed to purchase from the Vendors herein, the said Apartment along with the said Parking Space for the price and upon the terms and conditions agreed between the Vendors herein and the Allottee herein.

V. The Allottee has agreed to purchase and acquire and the Vendors have agreed to allot to the Allottee the said Apartment at or for price consideration of **Rs. 3,16,50,000/- (Rupees Three Crore Sixteen Lacs Fifty Thousand Only)**. Prior to the execution of these presents, the Allottee has paid to the Vendors herein, a sum of **Rs. 25,00,000/- (Rupees Twenty Five Lacs only)** being part payment of the agreed price consideration, the payment and receipt whereof the Vendors do hereby admit and acknowledge and at such time the Allottee has agreed and undertaken to pay to the Vendors balance of the purchase price and all other cost, charges, expenses and all other payments in the manner hereinafter appearing.

W. As per Sec.13(1) of RERA, the Vendors and/or 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 Vendors and/or Promoters and by paying the requisite Stamp Duty and Registration Charges thereon.

1 That as per the said Development Agreement 2019, Promoters shall construct the said Olivia Prime building on the said Property in accordance with the said Approved Plan B and/or amended plans, designs and specifications as and when approved by the Promoters from TMC and/or other the concerning Authorities from time to time. The Promoters have proposed use and utilize additional floating FSI of the said Property, which may become available and permissible in future and also TDR in respect of the said Property and/or any other land or property to construct some additional floors in the said Olivia Prime building to be constructed and for that purpose have proposed to amend the Approved Plan-B and obtain sanction for the same from TMC and/or other concerned Authorities and to carry on construction the said Olivia Prime building on the said Property accordingly. The Vendors and the Promoters therefore have prepared amended plans with the use of such additional/floating FSI and/or TDR as aforesaid and copies thereof have been seen by the Allottee and Allottee consents and gives no-objection for the Vendors and 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 said Property; Provided that the Vendors and Promoters shall have to 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.

1.1. The Allottee does hereby agree to purchase and acquire from the Vendors and the Vendors do hereby agree to sell and allot to the Allottee the said Apartment, i.e. Residential Premises being **Flat No. 1003**, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, **on the 10th Floor**, with Four Nos. of Parking Space at Podium **Level P1** in the said Olivia Prime building being constructed on the said Property, a Floor Plan whereof is annexed heret marked **Annexure-F** and more particularly described in the Second **Schedule** hereunder written on ownership basis at or for the price consideration of **Rs. 3,16,50,000/- (Rupees Three Crore Sixteen Lacs Fifty Thousand Only)** including the proportionate price of the common areas and facilities to be provided and the nature and description of which is more particularly described in the **Third Schedule** hereunder written which are part of the said Apartment and for beneficial use and occupation and the Allottee applied for allotment of the same and the Vendors herein agreed for the same.

1.2. The total aggregate price consideration amount for the said Apartment including the said Parking Space/s is thus **Rs. 3,16,50,000/- (Rupees Three Crore Sixteen Lacs Fifty Thousand Only)** payable as under

- a) Rs. 25,00,000/- (Rupees Twenty Five Lacs only) paid by the Allottee/s, on or before execution of this Agreement the Vendor doth hereby admit and acknowledge the receipt whereof.
- b) Rs. 3,16,500/- (Rupees Three Lac Sixteen Thousand Five Hundred Only) payable towards TDS.



which shall for all intents and purposes to consider as properly served on all such Joint Allottees.

**29. GOVERNMENT TAXES AND DUTIES:** The charges towards stamp duty and Registration of this Agreement shall be borne by the Vendor. The Allottee shall bear G.S.T as applicable from time to time on said premises.

**30. DISPUTE RESOLUTION:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably the same shall be referred to the Regulatory Authority as per the provisions of RERA and Rules and Regulations, thereunder.

### **31. GOVERNING LAW**

That 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 specified under RERA will have the jurisdiction for this Agreement.

#### **First Schedule**

(The said Property/Project Land)

All that piece and parcel of the land bearing Survey Number 43, Hissa No 2B/3/2 admeasuring about OH-14R-OP i.e. 1400 Sq. mtrs. Situate at M. D. Joshi Road, Village Panchapakhadi, Tal & Dist. Thane, then within the limits of Thane Municipal Council and since 1984 within the limits of Thane Municipal Corporation, Registration District and Sub-District Thane.

#### **Second Schedule**

(Apartment)

The Residential Premises being **Flat No. 1003**, having Carpet area 2295 sq. ft. inclusive of Enclosed Balcony (excluding A. Projection area), which is equivalent to 213.20 sq mtrs plus Terrace area 243.48 sq. ft. equivalent to 22.62 sq mtrs, **on the 10th Floor** along with Four Nos. of Parking Space/s on P1 level in the said Olivia Prime building to be constructed on the Project Land.

#### **Third Schedule**

(Description, nature & extent of the common areas & facilities)

- 1) Common terraces on the top of the Olivia Prime building
- 2) 2 passenger elevators & 2 car elevators
- 3) Common staircase, landings, common passages.
- 4) The electrical installations, common lightings
- 5) Pump Room, Suction Pumps, Water Lines, Overhead and Underground Water Tanks
- 6) Drainage lines, Sewage Lines and Water connection
- 7) CC TV camera systems
- 8) Compound Wall, Common Gates
- 9) Fire Fighting systems Recreation area on the Amenity floor.
- 10) Solar system
- 12) Power backup for common areas

IN WITNESS WHEREOF parties hereto have hereunto set and subscribed their hands to these presence on the day and year first written herein above.

M/S. NAVKAR  
Represented thro  
Mr. Kamlesh M

Mr. Amit Vasa  
in the presence

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SIGNED AND DELIVERED  
By the Within named **Vendors**  
**M/S. NAVKAR HEIGHTS**  
Represented through their Partners  
**Mr. Kamlesh Moolchand Jain**

**Mr. Amit Vasant Haria**  
in the presence of :

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SIGNED AND DELIVERED  
By the Within named Promoters - Confirming Party  
**M/S. SKYLINE BUILDPRO,**  
Represented through its POA Holder  
M/s. Navkar Heights Through Partners  
**Mr. Kamlesh Moolchand Jain**

**Mr. Amit Vasant Haria**  
in the presence of :

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SIGNED AND DELIVERED  
By the Within named Allottee/s:

**(1) MR. RAJESH MOHANLAL MUTHA,**

**(2) MRS. ANITA RAJESH MUTHA**  
in the presence of :

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## Maharashtra Real Estate Regulatory Authority

### CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT FORM 'F' [See rule 7(2)]

This extension of registration is granted under section 6/7 of the Act, to the following project: *Project: OLIVIA PRIME* Plot Bearing / CTS / Survey / Final Plot No.: **43/2B/3/2 at Thane, Thane, 400602** registered with the regulatory authority vide project registration certificate bearing No **P51700017214** of

1. **Skyline Buildpro** having its registered office / principal place of business at *Tehsil: Thane, District: Thane, Pin: 400602.*

2. This renewal of registration is granted subject to the following conditions, namely:-

- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4 read with Rule 5;  
OR  
That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
- The registration shall be valid up to **29/06/2023** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 6/7 of the Act read with rule 7 the Act.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Dated: 06/06/2022

Place: Mumbai

Signature valid  
Digitally Signed by  
Dr. Vasant Premanand Prabhu  
Signature (Secretary, Maharashtra Real Estate Regulatory Authority)  
Date: 06-06-2022 15:12:00  
Maharashtra Real Estate Regulatory Authority