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Wednesday, April 05, 2023

11:07 AM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

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दिनांक: 05/04/2023

गावाचे नाव: बोरीवली

दस्तऐवजाचा अनुक्रमांक: बरल-5-5812-2023

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अनिकेत अनिल सोहनी

नोंदणी फी

रु. 30000.00

दस्त. हाताळणी फी

रु. 1800.00

पृष्ठांची संख्या: 90

एकूण:

रु. 31800.00

आपणास मूळ दस्त, धंबनेल प्रिंट, सूची-२ अंदाजे

11:21 AM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 10492191.91/-

मोबदला रु. 13720770/-

भरलेले मुद्रांक शुल्क: रु. 823500/-

सह नोंदणी क्र. बोरीवली 5

सह दुय्यम निलंबक बोरीवली क्र. ५,

मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु. 1800/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 0504202301296 दिनांक: 05/04/2023

बँकेचे नाव व पत्ता:

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH017827671202223P दिनांक: 29/03/2023

बँकेचे नाव व पत्ता:



BORNALI-5

Delivery Date: _____



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AGREEMENT FOR SALE

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THIS AGREEMENT FOR SALE is made at Mumbai on this 29th day of March in the Christian Year Two Thousand Twenty Three (2023)

Sohani

BETWEEN

M/s. GREENBUILDING LIFESCAPES LLP, a Limited Liability Partnership Firm, registered under the Indian Limited Liability Partnership Act, 2008 and having its registered office at shop No. 001, Heritage House Co-Op HSG.Soc.Ltd., Gundivali Lane No.2, Gundivali, Andheri (East), Mumbai-400069 and hereinafter referred to as '**the Developers/the Promoters**' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its Partner or Partners for the time being constituting the said firm, the Survivor or Survivors of them and the heirs, executors, administrator and Assigns) of the **FIRST PART;**

AND

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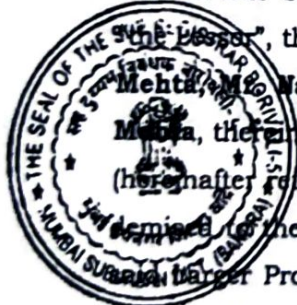
ANIKET ANIL SOHANI aged 46 & **SONALI ANIKET SOHANI** aged 42 years an adult Indian Inhabitants, residing at/having their address at Flat No.A-202, Viceroy Park, Kandarpada, Opp .RTO office, Dahisar West, Mumbai- 400068, hereinafter referred to as "the **PURCHASER/ALLOTTEES**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS:

a. As per the available revenue records, originally one **Shree Jam Hosiery Works Private Limited** (herein after referred to as the "**Said Original Owner**") was the owner of all that pieces and parcels of land bearing C.T.S.-Nos. 765, 861, 862, 863, 864, 865, 866 and 868 of Borivali in Borivali Taluka, Mumbai Suburban District, altogether admeasuring 3406.00 Sq. Mtrs or thereabouts together with the building/structure standing thereon situated, lying and being at Shimpoli Road, Borivali (West), Mumbai - 400 092 (Herein after collectively referred to as the "**Said Larger Property**";

b. By and under the Indenture of Lease dated 24/04/1969, made and entered into between the said Original Owner, therein referred to as "**the Lessor**", the party of the First Part and one **Mr. Rasiklal Ambalal Mehta, Mr. Navnitlal Ambalal Mehta and Mr. Jayantilal Ambalal Mehta**, therein referred to as "**the Lessee**", the party of the Other Part, (hereinafter referred to as "**the Said Lessee**") the Lessor therein had demised to the Lessee therein the leasehold rights in respect of the **Said Larger Property** on the terms, conditions and on such valuable consideration more particularly setout in the said Indenture of Lease dated 24/04/1969;

c. By and under an Agreement for Sale dated 17/09/1983, made by and between the said Original Owners (therein referred to as the "**Vendor**") of the One Part and **M/s. Raghuvanshi Developers**, therein referred to as the "**Purchaser**" (hereinafter referred to as "**the Said Erstwhile Developers**") of the Other Part, the said Original Owners had agreed



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to sell to the Purchaser therein and the Purchaser therein had agreed to purchase from the said Original Owners, all the right title and interest in the said Larger Property, on the terms, conditions and on such valuable consideration more particularly set out in the said Agreement for Sale dated 17/09/1983;



- d. By an Articles of Agreement dated 17/09/1983 entered into by and between the said Lessee viz. **Mr. Rasiklal Ambalal Mehta, Mr. Navnitlal Ambalal Mehta and Mr. Jayantilal Ambalal Mehta** therein referred to as the "Vendors" of the One Part and the said Erstwhile Developers viz. **M/s. Raghuvanshi Developers**, therein referred to as the "Purchaser" of the Other Part, the said Lessee agreed to sell and assign to the said Erstwhile Developers their leasehold rights, title and interest in respect of the said Larger Property together with the structures standing thereon, on the terms, conditions and on such valuable consideration more particularly set out in the said Articles of Agreement dated 17/09/1983;
- e. By and under the Agreement for Sale dated 17/09/1983 and Articles of Agreement dated 17/09/1983, the said Erstwhile Developers became seized and possessed of, and well and sufficiently entitled to all the right, title and interest in the said Large Property;
- f. In the manner aforesaid, the said Erstwhile Developers became entitled to development of the said Large Property. The said Erstwhile Developers also became entitled to sell, assign and transfer proposed self-contained flats on what is popularly known as Ownership basis;
- g. The said Erstwhile Developers re-developed the said Larger Property by constructing various buildings on various sub-divided plots, out of which, 2 (Two) building known as Maya Building and Mamta Building consisting of Ground Plus 4 upper floors comprising of 15 residential Flats in Maya Building and in Mamta Building each i.e. 30 residential flats in aggregate, constructed on all that piece and parcel of subdivided plot of land bearing F.P. No. 153A and now corresponding to F.P. No. 159 admeasuring area 1163.40 sq. mtrs. Of TPS No. III of Village - Borivali, Taluka - Borivali in the Registration district and

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Sub-District of Mumbai Suburban lying being and situated at Shimpoli Road, Borivali (West), Mumbai - 400 092; (hereinafter for the purpose of these present, referred to as **"the Said Property"**);

h. As per the records of the Town Planning office, the Original C.T.S. Nos. 765, 861, 862, 863, 864, 865, 866 and 868 have been subdivided and further issued with Final Plot No. 158 admeasuring 1996.40 Sq. meters and Final Plot No. 159 admeasuring 1163.40 sq. meters, which is clearly shown in the Redistribution and valuation Sheet of Town Planning Scheme;

i. The said Erstwhile Developers had entered into various Agreements for Sale of Flats with individual purchasers as required under section 4 of Maharashtra Ownership of Flats Act 1963 (hereinafter referred to as **"MOFA, 1963"**). Upon execution of the Agreements for Sale and after receiving the agreed consideration, the said Erstwhile Developers handed over the physical, vacant and peaceful possession of the Flats to the respective individual purchasers;



The purchasers of the Flats of both the buildings namely Maya Building and Mamta Building had formed a common co-operative housing society under the provisions of Maharashtra Co-operative Societies Act 1960 under the name of "Maya Mamta Co-operative Housing Society Limited", which was duly registered with the Office of the Deputy Registrar of Co-operative Housing Societies, bearing Registration No. BOM/W-R/HSG/(TC)/3059/87-88 dated 07/12/1987 and having its registered address at Flat No. 3, Gr. Floor, Mamta, Shimpoli Village, Borivali (West), Mumbai - 400 092, (hereinafter referred to as **"the Said Society"**) with the object to obtain the conveyance of said Property and to maintain the same and provide common service to the members;

k. In the manner aforesaid the said Society became legally entitled to conveyance of the said Property, i.e. all that piece and parcel of land bearing F.P. No. 153A and now corresponding to F.P. No. 159 admeasuring area 1163.40 sq. mtrs of TPS No. III of Village - Borivali, Taluka - Borivali in the Registration District and Sub-District of Mumbai Suburban lying being and situate at Shimpoli Road, Borivali

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(West), Mumbai - 400 092, along with 2 buildings standing thereon known as "Maya Mamta C.H.S Ltd", consisting of Building A having Ground Plus 4 uppers floors comprising of 15 residential flats and Building B having Ground Plus 4 uppers floors comprising of 15 residential flats i.e. 30 residential flats in aggregate;



- i. The said Erstwhile Developers were required to convey the said Property as described under the schedule to the/in favour of the said Society within four months of registration of the Society as provided under section 11 of the MOFA, 1963 read with Rule 9 of the Maharashtra Ownership Rules, 1964 (hereinafter referred to as "MOFA, 1964") under which the said Erstwhile Developers had constructed and sold the flats to the respective purchasers. The said Erstwhile Developers grossly failed to comply with the statutory obligation of conveying the land and the building in favour of the said Society;
- m. In due course of time, the said Society had made several communication and called upon the said Erstwhile Developers alongwith Original Owners / Lessee, to execute and register a Deed of Conveyance conveying the said Property, in favour of the said Society, which they were required to do so, by law. However the Erstwhile Developers alongwith Original Owners / Lessee did not comply with such requests, nor took any steps to execute conveyance;
- n. The said Erstwhile Developers alongwith Original Owners / Lessee failed to execute the required conveyance for conveying the right, title and interest in the said Property in favour of the said Society. Repeated requests were made to the said Erstwhile Developers alongwith Original Owners / Lessee for conveying the said Property in favour of the said Society which did not yield any result;
- o. The said Society, therefore, made an application, viz. Application No. 7 of 2021, with respect of the said Property, i.e. all that piece and parcel of land bearing F.P. No. 153A and now corresponding to F. P. No. 159 admeasuring area 1163.40 sq. mtrs. of TPS No. III of Village - Borivali, Taluka - Borivali in the Registration

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District and Sub-District of Mumbai Suburban lying being and situate at Shimpoli Road, Borivali (West), Mumbai - 400 092, along with 2 buildings standing thereon known as "Maya Mamta C.H.S. Ltd.", consisting of Building A having Ground Plus 4 upper floors comprising of 15 residential flats and Building B having Ground Plus 4 upper floors comprising of 15 residential flats i.e. 30 residential flats in aggregate, as described under the schedule before / to the Competent Authority appointed under section 5A of the MOFA 1963 viz. the District Deputy Registrar of Co-operative Societies, Mumbai City - IV, (hereinafter referred to as "the Competent Authority") under the provisions of sub-section (3) of Section 11 of MOFA for issuing a Certificate of Entitlement to the said Society to have an Unilateral Deemed Conveyance executed in its favour and to have it registered, by exercising the powers conferred under MOFA, 1963 to this effect;

p. The Competent Authority after carefully scrutinizing the application of the said Society U/s 11 of MOFA, 1963 and issued notices to the said Original Owners / Lessee / Erstwhile Developers at the last known addresses, and as a matter of abundant caution, issued Notices in the Hindi and English News Papers, inviting the objections / claims against the suit premises / said Property, and to show cause as to why the proposed conveyance order should not be issued in favour of the said Society with respect to the said Property;



The Competent Authority being satisfied with the merits of the submission of the said Society, issued an Order Cum Certificate bearing No. DDR-4/Mum./D.C./Maya Mamta CHSL/1260/2021 dated 12/05/2021, certifying that, the said Society is entitled to Unilateral Conveyance of the said Property and further to get the Deemed Conveyance Deed registered as provided under Registration Act, 1908;

r. By and under the Deed of Conveyance (Deedmed/Unilateral) dated 13/09/2021, duly registered with the Office of Sub-Registrar of Assurance under Serial Number BRL-6/13917/2021, dated 14/09/2021, made and entered into between Mr. Kishor Mande,

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S. M. Mande

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दस्त क्रमांक : 5812/2023

नोंदणी :

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गावाचे नाव : बोरीवली

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	13720770
(3) वाजारभाव (भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	10492191.91
(4) भू-मापन, पोटहिस्सा व घरकामाक (असल्यास)	1) पालिकेचे नाव: मुंबई मनपा इतर वर्जन ; इतर माहिती: सदनिका नं 901,9 वा मजला, माया ममता सीएचएस लिमिटेड, रुपानी पार्क, गोखले स्कूल, शिपोली रोड, बोरीवली पश्चिम, मुंबई 400092.... मिळकतीचे क्षेत्रफळ 60.70 चौ मीटर ररा कारपेट म्हणजे 653.37 चौ फुट ररा कारपेट आहे... सदर मिळकत सीटीएस नं 765/ब, 861/ब, 862/ब, 863/ब, 864/ब, 865/ब, 866/ब आणि 868/ब, एफ पी नं 159 ऑफ टी पी एस बोरीवली नं III, मोजे बोरीवली मध्ये आहे... सोबत एक कार पार्किंग स्पेस नं 18, दुसरा पॉडीयम टेवेल वर आहे... (C.T.S. Number : 765/ब, 861/ब, 862/ब, 863/ब, 864/ब, 865/ब, 866/ब आणि 868/ब, ;)
(5) क्षेत्रफळ	1) 66.77 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव: -ग्रीनविलिंग लाइफस्केप्स एलएलपी चे भागीदार प्रकाश सुनिल शेट वय: -29; पत्ता: -प्लॉट नं: 001, माळा नं: इमारतीचे नाव: हेरीटेज हाऊस सीएचएस लिमिटेड, ब्लॉक नं: अंधेरी पूर्व, मुंबई, रोड नं: गुंदवली लेन, महाराष्ट्र, मुंबई. पिन कोड: -400069 पॅन नं: -AAVFG0363R
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव: -अनिकेत अनिल सोहनी वय: -46; पत्ता: -प्लॉट नं: ए/202, माळा नं: दुसरा मजला, इमारतीचे नाव: बर्ड्सराय पार्क, ब्लॉक नं: दहिसर पश्चिम, मुंबई, रोड नं: कांदरपाडा, आरटीओ ऑफिस च्या समोर, महाराष्ट्र, MUMBAI. पिन कोड: -400068 पॅन नं: -AXSPS2920C 2): नाव: -सोनाली अनिकेत सोहनी वय: -42; पत्ता: -प्लॉट नं: ए/202, माळा नं: दुसरा मजला, इमारतीचे नाव: बर्ड्सराय पार्क, ब्लॉक नं: दहिसर पश्चिम, मुंबई, रोड नं: कांदरपाडा, आरटीओ ऑफिस च्या समोर, महाराष्ट्र, MUMBAI. पिन कोड: -400068 पॅन नं: -AHEPM1024B
(9) दस्तऐवज करून दिल्याचा दिनांक	29/03/2023
(10) दस्त नोंदणी केल्याचा दिनांक	05/04/2023
(11) अनुक्रमांक, खंड व पृष्ठ	5812/2023
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	823500
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

मुद्रांकनासाठी विचारत घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment



दस्ता सोबत दिलेली प्रत

सह दुय्यम निबंधक बोरीवली क्र. ५,
मुंबई उपनगर जिल्हा