

323/6190

Friday, June 09, 2023

2:16 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

गावाचे नाव: बांद्रा

दस्तऐवजाचा अनुक्रमांक: वदर4-6190-2023

दस्तऐवजाचा प्रकार: करारनामा

मादर करणाऱ्याचे नाव: राजेश भास्कर जाधव

पावती क्र.: 6731

दिनांक: 09/06/2023

नोंदणी फी

रु. 30000.00

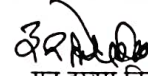
दस्त हाताळणी फी

रु. 2820.00

पृष्ठांची संख्या: 141

एकूण:

रु. 32820.00

DELIVEREDआपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
2:35 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक, अंधेरी-२

बाजार मूल्य: रु. 22601943.965/-

मोवदला रु. 22872340/-

भरलेले मुद्रांक शुल्क: रु. 1372900/-

सह. दुय्यम निबंधक, अंधेरी का.-२.
मुंबई उपनगर जिल्हा

1) देयकाचा प्रकार: DHC रक्कम: रु. 2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0806202322613 दिनांक: 09/06/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु. 820/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0806202322704 दिनांक: 09/06/2023

बँकेचे नाव व पत्ता:

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

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003299586202324E दिनांक: 09/06/2023

बँकेचे नाव व पत्ता:

**DELIVERED**

AGREEMENT FOR SALE

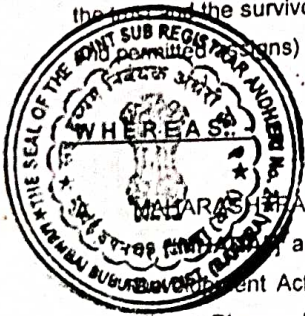
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THIS AGREEMENT made at Mumbai on this 09th day of June 2023.

BETWEEN

LEO INFRASTRUCTURE PVT. LTD., a Company registered under Indian Companies Act, 1956 having its office at C-104, Chanakya, New Link Road, Mahavir Nagar, Kandivali West, Mumbai -- 400 067, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its Successor/s and permitted assigns) of the ONE PART;

AND

Mr. Rajesh Bhaskar Jadhav & Mrs. Yogita Rajesh Jadhav, having his/her/its/their address at Atlas, C/601, Lodha Paradise, Majiwada, Thane - West, Thane - 400 601, hereinafter referred to as "the PURCHASER/S", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of an individual his/her/their heirs, executors, administrators and permitted assigns and in case of a partnership firm, the partners or partner for the time being of the said firm, the survivor or survivors and the heirs, executors and administrators of the last survivor and in case of an HUF, the members of the HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and permitted assigns of such last surviving member of the co-parcenary and survivor/s of them and the heirs, executors, administrators and assigns of the last survivor/s of them and in case of a trust the trustee/s for the time being and from time to time of the trust and the survivor or survivors of them and in case of a body corporate/company its successors and permitted assigns) of the OTHER PART



MAHARASHTRA HOUSING & AREA DEVELOPMENT, [for brevity sake hereinafter referred to as "the said MHADA"], a statutory corporation constituted under the Maharashtra Housing and Area Development Act, Rules and Bye-Laws 1976 (Mah XXVII of 1977) having its office at Griha Nirman Bhavan, Kalanagar, Bandra East, Mumbai 400051 is the owner of the land admeasuring about 763.49 sq. mtr. and also the owner of the land admeasuring about 635.50 sq. mtr. both lands situated at Survey No. 341 (pt.), CTS 635 (pt.), Village Bandra East and part of the Gandhinagar Layout of the said MHADA hereinafter referred to as "the said Land".

B. The said MHADA in pursuance of the Scheme of the Government built Building No. 68 on the said Land consisting of 30 identical tenements each admeasuring 19.72 sq. mtr. of carpet area.

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The said 30 units of the Building No. 68 were sold/allotted by the said MHADA to individual members, who amongst themselves formed the Gandhinagar Shri Ganesh Co-operative Housing Society Ltd., (hereinafter referred to as "the First Society") a co-operative society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, under registration No. BOM/[W.H.E.]/HSG(OH) 1325/84/85.

C. The said MHADA in pursuance of the Scheme of the Government built Building No. 67 on the said Land consisting of 24 identical tenements each admeasuring 25.37 sq. mtr. of carpet area.

The said 24 units of the Building No. 67 were sold/allotted by the said MHADA to individual

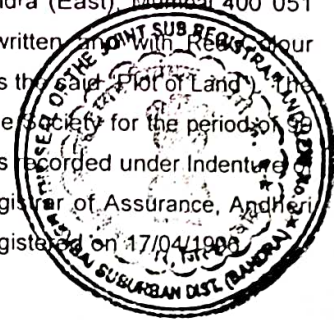
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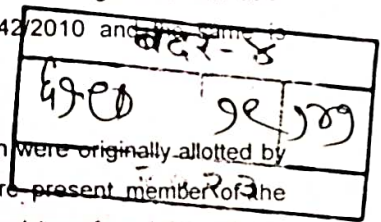
members, who amongst themselves formed the Gandhinagar Jalkiran Co-operative Housing Society Ltd., (hereinafter referred to as "the Second Society") a co-operative society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, under registration No. BOM/HSG/7767/1982-83 dated 19/01/1982.

D. Pursuant to two separate Lease Deeds dated 01/06/1994 and 26/05/2010 made between said MHADA (therein referred to as "The Lessors") and the First Society and the Second Society respectively; the MHADA had demised unto the First Society, the land bearing C.T.S. No. 341(Part), C.T.S. No. 635(Part), Village Bandra (East) admeasuring about 763.49 Sq. Mtrs (781.62 sq. mtr. As per Demarcation Plan carried out by MHADA dated 13/09/2011) and the MHADA had demised unto the Second Society, the land bearing C.T.S. No. 341(Part), C.T.S. No. 635(Part), Village Bandra (East) admeasuring about 526.89 Sq. Mtrs (635.50 sq. mtr. as per Demarcation Plan carried out by MHADA dated 13/09/2011) and that both the Lease Deed were duly registered as per the details provided hereinafter; Both the said Lease Deeds are valid and subsisting.

E. The Gandhi Nagar Shri Ganesh Co-operative Housing Society Limited (i.e. the First Society referred hereinabove) is lessee of MHADA with respect to Plot of land admeasuring about 763.49 Sq. Mtrs (781.62 sq. mtr. as per Demarcation Plan carried out by MHADA dated 13/09/2011) bearing C. S. No. 341(Part), CTS No. 635(Part), Village Bandra (East), Taluka – Andheri, District Mumbai Suburban situate at Gandhi Nagar, Bandra (East), Mumbai 400 051 more particularly described in the **First Schedule** hereunder written and with Red Colour Boundary Line on a Plan annexed hereto (hereinafter referred to as the said "Plot of Land"). The MHADA has granted Lease of the said Plot of Land in favour of the Society for the period of 99 years commencing from 01/04/1980 on the terms and conditions as recorded under Indenture of Lease dated 01/06/1994 and the same is registered with Sub-Registrar of Assurance, Andheri Taluka under Sr. No. P-3419-1994 and the same is indexed and registered on 17/04/1998.



F. The Gandhi Nagar Jalkiran co-operative Housing Society Limited (i.e. the Second Society referred hereinabove) is lessee of MHADA with respect to Plot of land admeasuring about 635.50 Sq. Mtrs bearing C. S. No. 341(Part), CTS No. 635(Part), Village Bandra (East), Taluka – Andheri, District Mumbai Suburban situate at Gandhi Nagar, Bandra (East), Mumbai 400 051 more particularly described in the **First Schedule** hereunder written and with Red Colour Boundary Line on a Plan annexed hereto and marked as **Annexure "1"** (hereinafter referred to as the said "Plot of Land"). The MHADA has granted Lease of the said Plot of Land in favour of the Society for the period of 99 years commencing from 01/04/1980 on the terms and condition as recorded under Indenture of Lease dated 26/05/2010 and the same is registered with Sub-Registrar of Assurance, Andheri Taluka under Sr. No. BDR4/7042/2010 and the same is indexed and registered on 28/07/2010.



G. The Building of the First Society consists of 30 residential flats which were originally allotted by the MHADA to various occupants. The Occupants of the Flats are present members of the Society and MHADA has vide Sale Deed dated 01/06/1994 sold and transferred the building structure standing on the said plot of land for the consideration and on the terms and condition as mentioned therein. The said Sale Deed is duly registered with Sub-registrar of Assurance, Andheri Taluka under Sr. No. P-3417-1994 and the same is indexed and registered on

BHP

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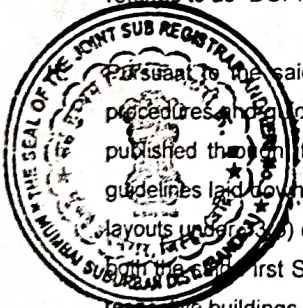
[Signature]

17/04/1996. The said Plot of Land along with the said building standing thereon is collectively referred to as "Said First Property".

H. The Building of the Second Society consists of 24 residential flats which were originally allotted by the MHADA to various occupants. The Occupants of the Flats are present member of the Society and MHADA has vide Sale Deed dated 26/05/2010 sold and transferred the building structure standing on the said plot of land for the consideration and on the terms and condition as mentioned therein. The said Sale Deed is duly registered with Sub-registrar of Assurance, Andheri Taluka under Sr. No. BDR-4/7041/2010 and the same is indexed and registered on 28/07/2010. The said Plot of Land along with the said building standing thereon is collectively referred to as "Said Second Property".

I. The said First and Second Society has complied with all terms and conditions of the said Lease and in future shall continue to comply with the same and the name of Society is appearing in Property Cards and other Land Revenue Records as a Lessee, of the said Plot. The copy of the property card of the said First and Second Property is annexed hereto and collectively marked as Annexure "2" and Copy of the BMC Assessment Bill is annexed hereto and Collectively marked as Annexure "3".

J. That the said First and Second Society were intending to redevelop the said First and Second Property respectively and as per Development Control Regulation and Mumbai Municipal Rules and Regulations and/or Government Authorities such as MHADA, Civil Aviation, applicable thereto, F. S. I. and additional FSI/pro-rata FSI can be used and consumed on the said First and Second Property as per Development Control Promotion and Regulation 2034 (hereinafter referred to as "DCPR 2034").



Pursuant to the said tender of the First Society and Second Society, and after following the procedures and guidelines laid down by the Govt. of Maharashtra vide circular dated 03/01/2009 published through its department of co-operative and Textile as well as the procedures and guidelines laid down by the MHADA towards redevelopment of housing schemes standing on its layouts under section 33 of the DCR 1991 and the DCPR 2034, the Developers are duly appointed by both the said First Society and the said Second Society to carry out the redevelopment of their respective buildings.

L. The member of the Owner/First Society have resolved in their Special General Body Meeting held on 13/05/2018 and the member of the Owner/Second Society have resolved in their Special General Body Meeting held on 29/10/2017 respectively to redeveloped their said property as per the New MHADA policy and accepted the terms and condition offered by the Developer to avail the benefit of prevalent policy of MHADA.

वर्ग-४
१३/०५/२०१८
२९/१०/२०१७

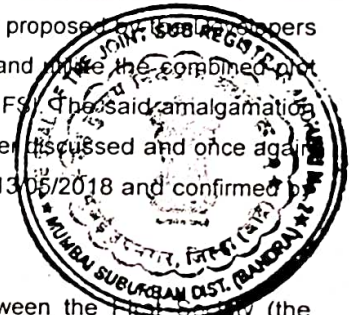
The Owner/First Society, the Owner/Second Society and the Developers herein have now desired to redevelop the said building of the First Property under the prevalent MHADA Policy u/s 33 (5) of DCPR 2034 amended up to date resolving to utilize the benefit of the maximum FSI for redevelopment of the Society including all the FSI resulting out of the plot of land, tit bit area if any, incentive FSI, pro-rata FSI and Fungible FSI. Since the total FSI sanctioned by MHADA and approvable by Civil Aviation authorities is subject to changes based on pro-rata layout approval and other factors, it is not possible to state the quantum of the total FSI. The Developer

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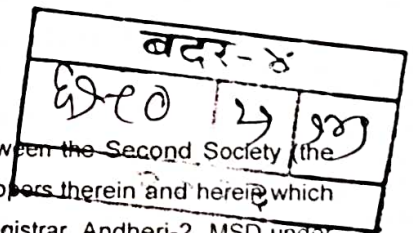
shall be entitled to load and utilize any and all the FSI arising out of the redevelopment scheme as permissible under section 33(5) of the DCPR 2034 including but not limited to base plot area FSI, tilbit area FSI, incentive/pro-rata FSI and Fungible FSI. Any new FSI other than what is mentioned above shall also be utilized by the developer without explicit written consent of the Purchaser/s herein.

- N. In the said Special General body Meeting held on 08/06/2016 the member of the Owners/First Society and Special General Body Meeting held on 29/05/2016 the Members of the Owner/Second Society, both First and the second Society have also unanimously resolved and Authorized the Developer to submit the plan and take on necessary action to carry out joint redevelopment together with both the Adjoining Societies i.e. Gandhi Nagar Shri Ganesh Co-op. Hsg. Soc. Ltd., Building No. 68, Gandhinagar, Bandra East, Mumbai – 400 051 and Gandhi Nagar Jalkiran Society, Building No. 67, Gandhi Nagar, Bandra East, Mumbai – 400 051 by way of amalgamation of plots of both the Societies i.e. First and the Second Society. Both the Societies and their respective Members have agreed to co-operate fully with the developer and assist them by furnishing all necessary document as well as signing the necessary papers required to process and carry out the amalgamation/merger of the two Societies where by Gandhi Nagar Jalkiran Co-operative Housing Society Ltd., shall be dissolved and its member shall become members of Gandhi Nagar Shri Ganesh Co-operative Housing Society Ltd, by paying proportionate share in the reserve funds of Gandhi Nagar Shri Ganesh Co-operative Housing Society Limited. The amalgamation of the two Societies is proposed to be carried out only for the purpose of redevelopment and to utilize maximum available FSI for better Planning purpose and to utilize maximum available FSI. The said amalgamation/merger of two societies and the conditions for the same were further discussed and once again confirmed by the First society in its General Body Meeting held on 13/05/2018 and confirmed by the Second society in its General Body Meeting held on 10/03/2018.
- O. By a Development Agreement dated 5th July, 2018 entered between the First Society (the Society therein) and others (the Members therein) and the Developers therein and herein which was duly stamped and registered with the Office of Joint Sub Registrar, Andheri-2. MSD under document no. BDR4/8989/2018 dated 05/09/2018 and read with General Power of Attorney dated 05/09/2018 registered with the Office of Joint Sub Registrar, Andheri-2. MSD under document no. BDR4/8994/2018 dated 05/09/2018.



AND

By a Development Agreement dated 5th July, 2018 entered between the Second Society (the Society therein) and others (the Members therein) and the Developers therein and herein which was duly stamped and registered with the Office of Joint Sub Registrar, Andheri-2. MSD under document no. BDR4/8881/2018 dated 01/09/2018 and read with General Power of Attorney dated 01/09/2018 registered with the Office of Joint Sub Registrar, Andheri-2. MSD under document no. BDR4/8883/2018 dated 01/09/2018, by virtue of which the First and Second Society granted to the Developers, the Development rights in respect of the First and Second property respectively on the terms and conditions contained therein. Collectively, both the aforesaid Development Agreements read with the respective General Power of Attorneys shall be referred hereinafter as "the said Development Agreements". In the said Development Agreements it was agreed that the Developers shall utilize the FSI required to rehabilitate the



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Society, Limited Company, Association of Persons, and any other organization or body corporate as permissible under law. It is expressly agreed that the Developers shall form or cause to be formed any such organization and/or organization as they deem fit and proper.

57. In this Agreement unless there is anything inconsistent with or repugnant to the subject or context :-
- (a) SINGULAR shall include PLURAL and vice versa and
 - (b) MASCULINE shall include FEMINE and vice versa.

58. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser, by registered post A.D. or under the certificate of posting or by courier service at his/her address specified below :

M/S. Leo Infrastructure Pvt. Ltd.,
C - 104, Chanakya, New Link Road,
Mahavir Nagar, Kandivali (West),
Mumbai - 400067.



59. The Purchaser hereby declares that he/she/they has/have gone through the Agreement and all the documents related to the said property and the premises purchased and has expressly understood the contents, terms and conditions of the same and the Purchaser after being fully satisfied has entered into this agreement.

60. The Purchaser agrees and accepts that if the RERA carpet area of the premises is found to be less up to 3% for whatsoever reason, the Purchaser shall not complain for the said reduction. The Purchaser will accept such reduced area and the Developer shall not compensate in any form for such reduced area. Similarly if the carpet area of the premises is found to be more up to 3% for whatsoever reason, the Purchaser shall not complain for the said increase. The Purchaser will accept such increased area and shall pay proportionately for such increased area at the market rate prevalent at the time of taking possession.

61. Any dispute between the Parties hereto 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 as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

62. 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 in Mumbai will have the jurisdiction for this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the First Property)

बंदर-४		
७७०	२५	५७
२०२३		

ALL THAT piece or parcel of Plot of Land admeasuring 763.49 Sq. Mtrs. bearing C.T.S. No. 341 (part), C.T.S. No. 635 (Part) of Village Bandra East, Taluka- Andheri, District Mumbai Suburban situated, lying and being at Building No. 68 known as Shri Ganesh of Gandhi Nagar Shri Ganesh CHSL, Gandhi Nagar, Bandra East, Mumbai - 400 051 and bounded as follows :-

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09/06/2023

रूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

दस्त क्रमांक : 6190/2023

नोदणी :

Regn 63m

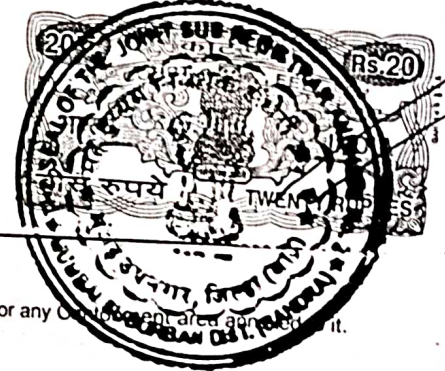
गावाचे नाव : वांद्रा

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	22872340
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	22601943.965
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : इतर माहिती: फ्लॅट नं.2101,21 बा मजला,ए-बिंग,लियो एमिनेन्स बिल्डींग,बिल्डींग नं 68,श्री गणेश ऑफ गांधी नगर श्री गणेश सीएचएस लिमिटेड व बिल्डींग नं 67,जलकिरण ऑफ गांधी नगर जलकिरण सीएचएस लिमिटेड,गांधी नगर,बांद्रा पूर्व मुंबई- 400051.1 कार पार्किंग सहित.सदर मिळकतीचे मोजे बांद्रा पूर्व,सि टी एस नं.341(पार्ट),635(पार्ट),सदर सदनिकेचे क्षेत्रफळ 668 चौ फूट रेरा कारपेट व दस्तात नमुद केल्याप्रमाणे.((C.T.S. Number : 341(पार्ट),635 (पार्ट) ;))
(5) क्षेत्रफळ	1) 68.29 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:-लियो इन्फ्रास्ट्रक्चर प्रायव्हेट लिमिटेड चे संचालक नितिन चंद्रकांत पटेल तर्फे कबुली जवाबासाठी कु मु म्हणून-हितेश जी ठडर बय:-52; पत्ता:-प्लॉट नं: ऑफिस नं मी -104, माळा नं: -, इमारतीचे नाव: चाणक्य, ब्लॉक नं: कांदिवली पश्चिम, मुंबई,, रोड नं: न्यू लिंक रोड, महावीर नगर,, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AAACL6316R 2): नाव:-लियो इन्फ्रास्ट्रक्चर प्रायव्हेट लिमिटेड चे अॅगोराईज सिप्रेटरी प्रभातचंद्र सवाईलाल जैन तर्फे कबुली जवाबासाठी कु मु म्हणून-हितेश जी ठडर बय:-52; पत्ता:-प्लॉट नं: ऑफिस नं मी -104, माळा नं: -, इमारतीचे नाव: चाणक्य, ब्लॉक नं: कांदिवली पश्चिम, मुंबई,, रोड नं: न्यू लिंक रोड, महावीर नगर,, महाराष्ट्र, मुम्बई. पिन कोड:-400067 पॅन नं:-AAACL6316R
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-राजेश भास्कर जाधव बय:-53; पत्ता:-प्लॉट नं: फ्लॅट नं मी /601 , माळा नं: -, इमारतीचे नाव: अँटलास लोडा पॅराडाईज, ब्लॉक नं: ठाणे पश्चिम,ठाणे, रोड नं: माजीबाडा, महाराष्ट्र, THANE. पिन कोड:-400601 पॅन नं:-ABSPJ3136F 2): नाव:-योगिता राजेश जाधव बय:-47; पत्ता:-प्लॉट नं: फ्लॅट नं मी /601, माळा नं: -, इमारतीचे नाव: अँटलास लोडा पॅराडाईज, ब्लॉक नं: ठाणे पश्चिम,ठाणे, रोड नं: माजीबाडा, महाराष्ट्र, THANE. पिन कोड:-400601 पॅन नं:-ADGPJ6433P
(9) दस्तऐवज करून दिल्याचा दिनांक	09/06/2023
(10)दस्त नोदणी केल्याचा दिनांक	09/06/2023
(11)अनुक्रमांक,खंड व पृष्ठ	6190/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1372900
(13)बाजारभावाप्रमाणे नोदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

(i) within the limits of any Municipal Corporation or any Cantonment area governed by it.



सह. दुय्यम निबंधक, अंधेरी क्र.-२,
मुंबई उपनगर जिल्हा