

D.V.A-3		
C262	E	ET
2023		



AGREEMENT FOR SALE

AGREEMENT FOR SALE made at Mumbai, this th 26 day of April, 2023.

BETWEEN

Patil
ti M/S. DERAIYA REALTORS PVT. LTD., A Company registered under the Companies Act, 1956 having registered office at J-19, Mudi Bazar, Phase-II, APMC Market-1, Vashi, Turbhe, Navi Mumbai – 400 703, hereinafter referred to as the “Promoter” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and assigns) of the **One Part**,

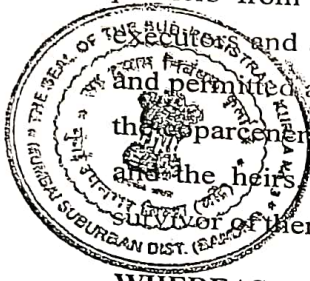
AND

Patil
Patil

Promoter (1) Allottee/s

दिनांक - १		
२२६	७	२६
२०२३		

1. MR. SAIPRASAD RAMKRISHNA PATIL age about 37 years And 2. MR PRAGATI SAIPRASAD PATIL age about 33 years, both are Indian Inhabitant having his / her / their address at T.G. - 67, 2/3, Ali Bahadur Chawl, Gomata Tan Ashok Nagar, A.C.C. Road, Mulund West, Mumbai - 400 080, Individuals / LLP Partnership Firm / Private Limited Company registered and represented herein by its duly authorized representative, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of a/an: (i) individual or individuals his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) Limited Company, or Limited Liability Partnership, its successors and permitted assigns, (iii) Partnership Firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu Undivided Family, the Karta and Manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, its or their successors and permitted assigns of the Other Part.



WHEREAS:

(a) Maharashtra Housing Area Development Authority (hereinafter called as "MHADA") is the owner of the Larger Land and established in respect thereof a private lay-out scheme popularly known as "Nehru Nagar Kurla", consisting of self-contained undivided plots, open areas/gardens, roads, and other infrastructure and amenities and evolved an overall scheme for development thereof generally known as "Lower and Middle Income Group Housing Scheme". The photocopy of the Property Register Card issued in respect of the Larger Land is annexed hereto and marked **Annexure 'A'** and;

The said MHADA had constructed a Building Bearing Building No. 08 comprising Ground plus Four upper floors comprising a total of 40 tenements on the said plot to be allotted to members of the "Lower Income Group" for their residential purpose as defined in the scheme and accordingly the MHADA had allotted the same to individual persons as per provisions of the said scheme;

(b) The Various members of the tenements in the said old building no. 08 formed themselves into a Co-Operative Housing Society known as **NEHRU NAGAR NIRMAL CO-OPERATIVE HOUSING SOCIETY LTD.** a Society registered under provisions of Maharashtra Co-operative Society's Act, 1960 bearing registration No.

Promoter

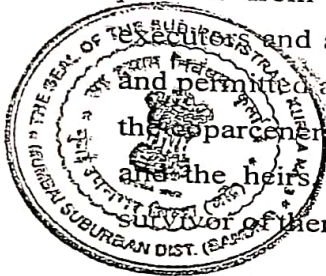
{ 2 }

Pragati Patil

Allottee/s

दिनांक - २		
१२६	६	६६
२०२३		

1. MR. SAIPRASAD RAMKRISHNA PATIL age about 37 years And 2. MRS. PRAGATI SAIPRASAD PATIL age about 33 years, both are Indian Inhabitant/s having his / her / their address at T.G. - 67, 2/3, Ali Bahadur Chawl, Gomata Tank, Ashok Nagar, A.C.C. Road, Mulund West, Mumbai - 400 080, Individuals / LLP / Partnership Firm / Private Limited Company registered and represented herein by its duly authorized representative, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include, in the case of a/an: (i) individual or individuals, his, her or their respective heirs, legal representatives, executors, administrators, successors and permitted assigns, (ii) Limited Company, or Limited Liability Partnership, its successors and permitted assigns, (iii) Partnership Firm, the partners from time to time of the firm and the heirs, legal representatives, executors and administrators, of its last surviving partner its or their successors and permitted assigns, (iv) Hindu Undivided Family, the Karta and Manager and the coparceners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators, of the last survivor of them, it's or their successors and permitted assigns of the **Other Part**.



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[Signature]

Promoter

{ 2 }

[Signature] *[Signature]*

Allottee/s

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२०२३		

FIRST SCHEDULE

(description of the said Property)

All that piece or parcel of land or ground bearing Survey No.229 and 267 having CTS No. 11(part) being Building No. 08, Nehru Nagar Nirmal C.H.S. Ltd. of Taluka – Kurla, Nehru Nagar, Kurla (East), Mumbai 400 024 admeasuring about 952.57 sq. mtrs. (i.e 759.26 m² Lease area + 193.3 m² Tit Bit area) as per Demarcation letter of MHADA dated 9th day of December 2020 bearing No. EE/KD/MB/4589/2020. And area admeasuring about 340.39 Sq. Mtr being R.G. Area in the Registration Sub District of Kurla and District of Mumbai Suburban.

The boundaries of the said land are as under:

On or towards the East : By 12.20 metre wide road,

On or towards the West : By Nalla,

On or towards the North : Building No. 7, and

On or toward the South : By Building No. 9.



43.9	Costs
2023	All costs, charges and expenses, Taxes etc arising, and/or payable in respect of all deeds, documents, instruments and writings incidental to this Agreement, and/or to be executed in pursuance hereof and all other related and incidental deeds, documents and writings including all costs, charges and expenses for preparing and engrossing the same, professional fees or charges payable to the Promoter, Advocates & Solicitors and Excluding towards stamp duty and registration fees, shall be proportionately borne and paid by the Allottee/s and by the allottees/purchasers of the Promoter's Premises / Apartment / Unit / Multipurpose Room or as may be approved under applicable DCR in the Project. The Promoter shall not be liable to bear and pay any such liabilities, or contribute towards the same.



Successors and Assigns

No rights, liabilities or obligations under this Agreement shall be assigned by the Allottee/s without the prior written consent of the Promoter;

43.10.2 The Promoter shall always be entitled, in its discretion, to assign its rights and obligations under this Agreement, and/or all, or any of, its rights and obligations under this Agreement, to any Promoter's Affiliates.

43.11 Dispute Resolution:

Any dispute or difference between the Parties in relation to this Agreement or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Real Estate Regulatory Authority as per the provisions of the RERA.

43.12 Laws

This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Law. All terms & conditions as contained hereunder shall be subject to the provisions of RERA.

[Signature]

Promoter

[Signature]

Allottee/s



27/04/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 3

दस्त क्रमांक : 8269/2023

नोदणी :

Regn:63m

गावाचे नाव : कुर्ला

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	5400000
(3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	5361031.1
(4) भू-भाषण,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन ; इतर माहिती: सदनिका नं. 402,4 था मजला,की-बिंग डेरैया क्लासिको विल्डींग नं. 08,नेहरू नगर निर्मल को-ऑप हौ सो ली,नेहरू नगर,कुर्ला पूर्व,मुंबई - 400024.((C.T.S. Number : 11(part) ;))
(5) क्षेत्रफळ	1) 42.83 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:-मेसर्स डेरैया रिअल्टर्स प्रायव्हेट लिमिटेड तर्फे अधिकृत हस्ताक्षर करिता फरीद रहेमान डेरैया वय:-34; पत्ता:-प्लॉट नं: ऑफिस जे-19, माळा नं: -, इमारतीचे नाव: मुडी बाजार, ब्लॉक नं: वाशी, तुर्भे, नवी मुंबई, रोड नं: फेस -2, एपीएमसी मार्केट-1, महाराष्ट्र, ठाणे. पिन कोड:-400703 पॅन नं:-AADCD7365D
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-साईप्रसाद रामकृष्ण पाटील वय:-37; पत्ता:-प्लॉट नं: टी.जी.67-2/3, माळा नं: -, इमारतीचे नाव: अली वहादूर चाळ, ब्लॉक नं: मुलुंड पश्चिम, मुंबई, रोड नं: गोमाता टॅँक, अशोक नगर, एसीसी रोड, महाराष्ट्र, MUMBAI. पिन कोड:-400080 पॅन नं:-AYWPP4494K 2): नाव:-प्रगती साईप्रसाद पाटील वय:-33; पत्ता:-प्लॉट नं: टी.जी.67-2/3, माळा नं: -, इमारतीचे नाव: अली वहादूर चाळ, ब्लॉक नं: मुलुंड पश्चिम, मुंबई, रोड नं: गोमाता टॅँक, अशोक नगर, एसीसी रोड, महाराष्ट्र, मुंबई. पिन कोड:-400080 पॅन नं:-BRIPP3689N
(9) दस्तऐवज करून दिल्याचा दिनांक	26/04/2023
(10)दस्त नोंदणी केल्याचा दिनांक	26/04/2023
(11)अनुक्रमांक,खंड व पृष्ठ	8269/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	324000
(13)बाजारभावाप्रमाणे नोंदणी 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 annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

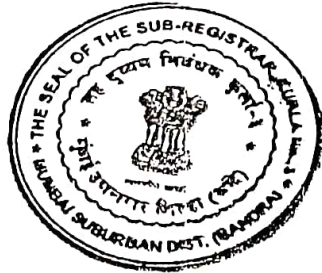
दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे वृहन्मुंबई महानगरपालिकेस पाठविणेत आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 27/04/2023) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.



वस्तासोबत देण्यात आलेली सूची-२

सह दुय्यम निबंधक (वर्ग-२)
कुर्ला क्र. ३



Annexure - C

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT
FORM 'C'

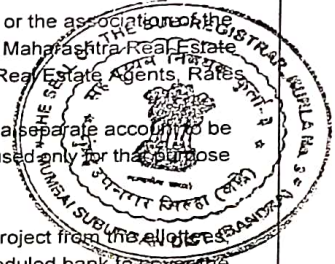
[See rule 6(a)]

करल-३	
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२०२३	

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800050064

Project: **Nehru Nagar Nirmal C.H.S. Ltd.** , Plot Bearing / CTS / Survey / Final Plot No.: **CTS No 11 part Survey Nos 229 and 267 at Kurla, Kurla, Mumbai Suburban, 400024;**

- Deraiya Realtors Private Limited** having its registered office / principal place of business at **Tehsil: Kurla, District: Mumbai Suburban, Pin: 400070.**
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the associate/allottees, as the case may be, of the apartment or the common areas as per Rule 9 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 scheduled 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 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 for a period commencing from **13/03/2023** and ending with **31/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - 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.



Signature valid
Digitally Signed by
Dr. Vasant Premchand Prabhu
(Secretary, MahaRERA)
Date: 13-03-2023 15:26:29

Dated: 13/03/2023
Place: Mumbai

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dr. Vasant Prabhu