

**AGREEMENT FOR SALE**

ARTICLES OF AGREEMENT made and entered into at Mumbai, this ..... day of **May, 2024**, **BETWEEN MR. VIJAY RAMASHREY DUBEY** Adult Aged 49 Years, Indian Inhabitant, presently residing at **Flat No. A/1303, at UK Vedic Heights Co- Operative Housing Society Limited, situated at Veer Tanaji Nagar, Hanuman Nagar, Kandivali (East), Mumbai-400101**, hereinafter called "**THE VENDOR**" (which expression shall unless it be repugnant to the context thereof be deemed to mean and include his respective heirs, executors, administrators and assigns) of the ONE PART;

**AND MR. SUBHASH KESHAV NIKAM** Adult Aged 56 Years  
 Indian Inhabitant, **596, Khandu Pawar Chawl, Samarth  
 Wadi, Akruli Rod, Hanuman Nagar, Kandivali (East),  
 Mumbai- 400101**, hereinafter called **"THE PURCHASER"**  
 (which expression shall unless it be repugnant to the context  
 thereof be deemed to mean and include his respective heirs,  
 executors, administrators and assigns) **OF THE OTHER PART;**

**WHEREAS**

A. Under the Article of **Agreement for Sale dated 15<sup>th</sup> April, 2013,**  
**registered with the Joint Sub-Registrar of Assurances**  
**Mumbai Borivali No.04, Under No.BRL-4-3738-2024 duly**  
**registered on 16-04-2023** entered into between **M/s. Damodar**  
**Suruchi Developers**, a Partnership Firm, having its office  
 address at **8<sup>TH</sup> Ground Floor, Abhishkeh Building, behind**  
**Kuber, Opp. Laxmi Industrial Estate, New Link Road, Andheri**  
**(West), Mumbai- 400053,** therein called **"The**  
**Promoter/Developer"** AND the said **Mr. Vijay Ramashrey**  
**Dubey** therein called the **"The Purchaser"** and the Developer  
 herein wherein the said **M/s. Damodar Suruchi Developers**  
 agreed to sell and transfer and the said **Mr. Vijay Ramashrey**  
**Dubey** agreed to purchase and acquire the residential premises  
 bearing **Flat No.A/1303, admeasuring 516 Sq. Ft. (Carpet**  
**area)i.e 47.93 Sq. meter. (Carpet area) in "A"- Wing, on**  
**13<sup>th</sup> Floor, in UK Vedic Heights Co- Op. Housing Society**  
**Limited (a Society registered under the Maharashtra Co-op.**  
**Societies Act, 1960 under No.**  
**MUM/SRA/HSG/TC/12944/2018 dated 28-11-2018),**  
**Situated at Veer Tanaji Nagar, Hanuman Nagar, Kandivali**  
**(East), Mumbai- 400101, a building constructed in the year**  
**2017 having Ground (PT), Stilt(Pt) + Podium + 1<sup>st</sup> to 18<sup>th</sup>**

- (pt) upper Floors (with- lift) on a plot of land bearing C.T.S. No. No.163-A(P.T) situate, lying and being at Village : Akruli, Taluka : Borivali in the registration District and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written (hereinafter for brevity's sake referred to as "THE SAID FLAT") on the terms and conditions more particularly set out therein.
- B. The said **UK Vedic Heights Co- Op. Housing Society Limited** (a Society registered under the Maharashtra Co-op. Societies Act, 1960 under No. MUM/SRA/HSG/TC/12944/2018 dated 28-11-2018), has admitted **Mr. Vijay Ramashrey Dubey** as a member of his society in respect of said Flat and issued **Share Certificate No. 051, dated 9<sup>th</sup> November, 2019** with (05) Five fully paid up shares of **Rs.100/-** each having distinctive numbers from **251 to 255** (both inclusive).
- C. And whereas aforesaid **Agreement for Sale dated 15<sup>th</sup> April, 2013, registered with the Joint Sub-Registrar of Assurances Mumbai Borivali No.04, Under No.BRL-4-3738-2024 duly registered on 16-04-2023** is valid, existing and still force and binding on parties therein.
- D. The Transferor has obtained No Objection Certificate dated **14-04-2024** from the said **UK Vedic Heights Co. Op. Housing Society Limited** for the sale of the said Flat to the Transferee.
- E. The Transferor herein is thus in possession and absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Flat and that no other person or persons is having any claim, right, title, interest, etc. over the said Flat and the Transferor have not created any Third party interest and Transferor have good and marketable title to the said Flat, except the said flat is Mortgage with HDFC Bank and some Loan amount is due and payable to said Bank ;

F. Transferor have agreed to sell, assign and transfer all his rights, title, interest, claim, etc. over the said Flat in favour of the Transferee above-named who have agreed to purchase and acquire the said Flat.

G. As per the understanding arrived at between the parties the parties hereto have agreed for the following understanding and both the parties hereto have now agreed and undertake to reduce the same into writing as follows:

**NOW THIS AGREEMENT THEREFORE WITNESSETH AS FOLLOWS :-**

- 1) The foregoing recitals shall be treated as forming an integral part of the operative portions of this Agreement for sale and shall be read, understood and constructed accordingly.
- 2) That the Transferor shall transfer and assign all his rights, title, claim, etc. and the Transferee shall acquire and purchase the residential premises bearing **Flat No.A/1303, admeasuring 516 Sq. Ft. (Carpet area) i. e 47.93 Sq. meter. (Carpet area) in "A"- Wing, on 13<sup>th</sup> Floor, in UK Vedic Heights Co- Op. Housing Society Limited (a Society registered under the Maharashtra Co-op. Societies Act, 1960 under No. MUM/SRA/HSG/TC/12944/2018 dated 28-11-2018), Situated at Veer Tanaji Nagar, Hanuman Nagar, Kandivali (East), Mumbai- 400101**, a building constructed in the year 2017 having Ground (PT), Stilt(Pt) + Podium + 1<sup>st</sup> to 18<sup>th</sup> (pt) upper Floors (with- lift) on a plot of land bearing C.T.S. No. No.163-A(PT) situate, lying and being at Village : Akruli, Taluka : Borivali in the registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter for brevity's sake referred to as "**THE SAID FLAT**") on **Ownership Basis** in favour of the Transferee.

3) It is agreed between the parties that the Transferee herein shall pay to the Transferor the sum of **Rs.98,00,000/- (Rupees Ninety Eight Lakh Only)** being the total consideration in the following manner:

- a. **Rs.2,00,000/- (Rupees Two Lakh Only)** has already been paid by Cheque bearing Cheque no. **035034, dated 09-04-2024, drawn from Canara Bank, New Marine Laine, Mumbai- 400020 Branch., being earnest consideration.**
- b. **Rs.5,00,000/- (Rupees Five Lakh Only)** has already been paid by Cheque bearing Cheque no. **035035, dated 20-04-2024, drawn from Canara Bank, New Marine Laine, Mumbai- 400020 Branch., being part consideration.**
- c. **Rs.44,02,000/- (Rupees Forty Four Lakh Two Thousand Only)** being part consideration has been paid by RTGS bearing UTR No....., drawn from ..... Bank, ..... Branch.

(The Payment and receipt whereof the Transferor doth hereby admit and acknowledge and by receipt hereunder doth hereby admit and acknowledge and by receipt hereunder doth hereby forever discharge the Transferee).

- (c) **Rs.46,00,000/- (Rupees Forty Six Lakh Only)** being the balance consideration shall be paid by the Transferee to the Transferor within 60 working days from date of execution of this present by raising loan from Bank or financial institution or from his own resources.

- (d) The Transferee shall deposit the sum of **Rs.98,000/- (Rupees Ninety Eight Thousand Only)** being 1% of consideration as TDS under the provisions of Section 194-1A of Income Tax Act, 1961 in the account of the Transferor and handover the challan/s to the Transferor before possession of the said Flat. This amount will be deducted from the balance consideration.
- 4) The Transferor agree and undertake to get the said Flat transferred to the name of Transferee in the relevant records of **UK Vedic Heights Co. Op. Housing Society Ltd.** and also arrange to transfer the membership and other deposit and/or security deposit, including deposits in respect of electric meter and amount lying in contingency fund/repair fund in the name of the Transferee and shall do or cause to be done all necessary and lawful acts, matters and things and shall sign and execute all necessary papers and documents etc. in order to completely and more effectually vesting the above said Flat and all the rights, title and interest of and incidental to the said Flat belonging to and acquired by the Transferor to and in favour of the Transferee herein.
- 5) The Transferor shall in pursuance of the said Agreement and in total consideration of the sum of **Rs.98,00,000- (Rupees Ninenty Eight Lakh Only)** payable by the Transferee to the Transferor as aforesaid, the Transferor shall deliver to the Transferee vacant and peaceful possession of the said Flat at the time of receipts of balance consideration.
- 6) Upon the possession of the said Flat being delivered, the Transferee shall be entitled to use and occupy the said Flat and shall thereafter have no claim against the Transferor in respect of any item or work in the said Flat premises which may be alleged or completed.

- 7) The Transferee agree and undertake to observe and perform all the obligations terms and conditions of the original grant in favour of the Transferor and also all notices, rules, bye-laws and any other rules, notification, notice of the said Society and/or under statute, law or legislative enactment for the time being in force and shall pay and contribute such amounts as may be required by the said Society towards taxes, charges, rates, dues, etc. as hereinafter stated subject to taking the vacant and peaceful possession of the said Flat.
- 8) The Transferee agree and bind himself to pay regularly every month to the said Society proportionate share of maintenance charges, expenses that may be specified by the said Society.
- 9) The Transferee shall use the said premises for residential purpose only.
- 10) The Transferee shall from the date of possession maintain the said Flat at his own costs in a good and tenantable repair condition and shall not do or suffer to be done anything in or to the said Flat or to common areas and facilities which may be against the rules, regulations and bye-laws of the said **UK Vedic Heights Co. Op. Housing Society Limited** or any part thereof.
- 11) The Transferor hereby declare that he has full right and absolute authority to sell, assign and transfer the said flat to the Transferee as absolute lawful owner. The Transferor further declare that he has not created any mortgage, charge or lien on the said Flat or any part thereof, and the same is free from all other encumbrances, claims and demands of any nature whatsoever and that he is fully entitled to deal with or dispose off the same and undertake to keep the Transferee indemnified in this behalf, except the said flat is Mortgage

with HDFC Bank against Housing Loan and some amount is due and payable to said HDFC Bank..

- 12) The Transferor doth hereby further covenant with the Transferee that, the Transferee shall on payment of full payment/entire consideration, shall quietly and peacefully hold, possess, occupy and enjoy the said Flat without any hindrance, denial, demand, interruption or eviction, claim or demand by the Transferor or any other person or persons lawfully or equitably claiming through under or in trust of the Transferor subject to the payment by the Transferee of all taxes, assessments, charges, duties or claims made by the said Society, Government, Municipal Corporation, Revenue or Local Authorities hereafter in respect of the said Flat.
- 13) The Transferor hereby further covenant with the Transferee that the Transferor shall from time to time and at all times whenever called upon by the Transferee or his Advocates and/or Solicitors do and execute, perform or caused to be done, execution and/or performed at the costs of the Transferor any further deeds, things matters, etc. whatsoever for further more perfectly conveying and assuring the said Flat unto and to the use of the Transferee as shall or may be reasonably required.
- 14) The Transferor doth hereby covenant with the Transferee that, he shall pay all the rates, taxes, impositions, water taxes, municipal taxes and all other outgoings and other dues including the maintenance charges payable in respect of the said Flat till the possession is handed over to the Transferee. IT IS AGREED that all the dues in respect of the said Flat as mentioned above relating to the period upto date of handing over possession to the Transferee and an execution of the Transfer Deed in favour of Transferee by the Transferor shall



be borne and paid by the Transferor and thereafter by the Transferee.

- 15) The Transferor hereby declare that he is the member of **UK Vedic Heights Co. Op. Housing Society Limited** and is in possession of and hold **Share Certificate No. 051 dated 9<sup>th</sup> November, 2019** with (05) Five fully paid up shares of **Rs.100/-** each having distinctive numbers from **251 to 255** (both inclusive). The Transferor further declare and state that he has no objection whatsoever if the Transferee is admitted as the member of the said Society and the Share Certificate is transferred in his name.
- 16) The Transferor further agree to co-operate with the Transferee at all reasonable times as and when necessary for getting the said Flat transferred in the name of the Transferee.
- 17) The Transferor hereby declare that he has no objection whatsoever if the **Electric Meter No. sm31015769** under **Account No. 152880188** installed by the Adani Electricity Authority in the said Flat premises in the name of the Transferor herein are transferred in the name of the Transferee and he undertake to sign all the necessary papers, applications, etc. for the effectual transfer of the said electric meter, Gas Connection Meter in the name of the Transferee.
- 18) The Transferor shall handover all the original documents pertaining to the said Flat to the Transferee within 8 days from the date of execution of these presents to enable the Transferee to raise loan for the payment of balance consideration from any Bank or Financial Institution.
- 19) The Transferor declare that he has full right to sell the said Flat to Transferee as absolute owners and shall indemnify and

keep indemnified the Transferee for all the claim, losses and damages that may be reasonably caused.

- 20) It is agreed by and between the parties that all the costs, charges and expenses or preparing, engrossing, stamping and registering the Agreement or any other documents or documents required to be executed by the Transferor and the Transferee shall be borne and paid by the Transferee only. Similarly it is agreed that the Transferor and the Transferee shall bear and pay the amount of transfer charges equally for the transfer of the membership and share certificate in respect of the said Flat payable to the said UK Vedic Heights Co. Op. Housing Society Limited, Similarly, the entire professional costs of the Advocates for preparing and approving all such documents shall be borne and paid by the Transferee exclusively.
- 21) The Transferor shall, on request of the Transferee, present himself at the office of the Registrar of Assurances, having authority and admit execution of this Agreement for registering these presents.
- 22) The Transferor have already obtained provisional No Objection Certificate/Written permission vide a letter dated **14-04-2024** issued by the said **UK Vedic Heights Co. Op. Housing Society Limited** for the sale of the said Flat to the Transferee herein.
- 23) The Transferor hereby agrees and undertakes to inform **UK Vedic Heights Co. Op. Housing Society Limited** and the concerned authority for the transfer of the Deposit Amount kept with them i.e. deposit with Adani Electricity Power Authority for electricity connection, Mahanagar Gas Limited, Share money Deposit, deposit of Gas Connection, to and in the name of the Transferee.

- 24) The Transferor hereby agree and undertake to indemnify the Transferee and keep the Transferee fully indemnified against any claim, demand, liabilities, expenses, litigations, charge, lien, proceedings, damage or loss that may arise against the Transferee consequent upon any claims being made by any person or persons in respect of the said Flat or the said Shares of the said Society arising out of the transfer made under these presents by the Transferor in respect thereof.
- 25) That the Transferor will be responsible for clearing the liabilities outgoings i.e. Society's maintenance, taxes, dues, electricity bills, etc. in respect of the said Flat till the date of handing over the possession of the said Flat to the Transferee even if the bills are received at any later date.
- 26) It is agreed between the parties that if Transferee failed to pay balance consideration within 60 working days from date of execution of this present they are liable to pay 3% p.a. being penal interest on said balance consideration from date of his default till realization.
- 27) The Transferor hereby declare that the present Agreement for sale is binding on him and his legal heirs and successors and same shall not be revoked by him in future for any reason except the Transferee failed to pay balance consideration as agreed in this present.
- 28) The Transferor hereby declare that once he received balance consideration he has no more claim over said flat and all Nomination, Will or any application made by him for associate members shall stand terminate.
- 29) The Transferor hereby declare that once he received balance consideration he without any further demand and claim shall also execute registered sale Deed in respect of said Flat and

also undertake to remain present in office of Joint Sub registrar, having authority to administered and registered the same without any delay and cause.

- 30) The Transferor shall and will from time to time and at all times hereafter at the request and at the cost of the Transferee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters, things, agreements and assurances in law as shall or may be reasonably required by the Transferee for any of the purposes under this Agreement.
- 31) The entire terms and conditions as mentioned hereunder shall not be changed and the terms shall be binding upon both the parties.
- 32) All disputes or differences whatsoever arising between the Parties out of or relating to the interpretation meaning, operation, effect, performance or termination of this Agreement or breach thereof which the Parties are unable to resolve between themselves shall be referred to an arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The arbitration proceeding will be conducted in the English language at Mumbai. This Agreement is subject to Mumbai jurisdiction only.

**SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:**

The residential premises bearing Flat No.A/1303, admeasuring 516 Sq. Ft. (Carpet area)i.e 47.93 Sq. meter. (Carpet area) in "A"- Wing, on 13<sup>th</sup> Floor, in UK Vedic Heights Co- Op. Housing Society Limited (a Society registered under the Maharashtra Co-op. Societies Act, 1960 under No. MUM/SRA/HSG/TC/12944/2018 dated 28-11-2018), Situated at Veer Tanaji Nagar, Hanuman Nagar, Kandivali (East), Mumbai- 400101, a building constructed in the year 2017 having Ground (PT), Stilt(Pt) + Podium + 1<sup>st</sup> to 18<sup>th</sup> (pt) upper Floors (with- lift) on a plot of land bearing C.T.S. No. No.163-A(PT) situate, lying and being at Village : Akruli, Taluka : Borivali in the registration District and Sub-District of Mumbai City and Mumbai Suburban, on OWNERSHIP BASIS.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed his respective hands and seals on the day and the year hereinabove first written.

SIGNED SEALED AND DELIVERED )

by the within-named : "TRANSFEROR")

**MR. VIJAY RAMASHREY DUBEY** )

In the presence of ..... )

1.

2.

SIGNED SEALED AND DELIVERED )

by the within-named : "TRANSFeree")

**MR. SUBHASH KESHAV NIKAM** )

in the presence of ..... )

1.

2.

**RECEIPT**

Received from the Transferee above named a sum of **Rs.51,02,000/- (Rupees Fifty One Lakh Two Thousand Only)** has already been paid by the Transferee **MR. SUBHASH KESHAV NIKAM** to the Transferor being part consideration out of total consideration of **Rs.98,00,000- (Rupees Ninety Eight Lakh Only)** in respect of sale of aforesaid Flat to be paid by them to me, the details of said consideration is more particularly mentioned in clause No.03 of this present.

**I SAY RECEIVED Rs.51,02,000/-**

**( MR. VIJAY RAMASHREY DUBEY )  
TRANSFEROR**

**WITNESSES:**

1.

2.