

AGREEMENT FOR SALE

ARTICLES OF THIS AGREEMENT is made and entered into at Thane on this ___ day of January, 2024.

BETWEEN

MRS. NIRABAI KARSAN MHATRE age ___ years, **PAN:** _____ Indian Inhabitant, having address at Flat No. 1803 & 1804, 18th Floor, Marathon Nextown- Topaz, Off Kalyan Shil Phata, Opposite Padle Gaon Bus Stop, Mothi Desai Gaon, Desai, Thane – 421204 hereinafter referred to as the “**VENDOR**” (which expression shall unless it be repugnant to the context or meaning thereof and to mean and deemed to include his heirs, executors, administrators and assigns) **THE PARTY OF THE FIRST PART.**

AND

1) **MR. SACHIN ANANT AMBOKAR**, age ___ years, **PAN:** _____, Indian Inhabitants, having address at _____ hereinafter referred to as the “**PURCHASERS**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) **THE PARTY OF THE SECOND PART.**

WHEREAS by virtue of a Registered **AGREEMENT FOR ALLOTMENT** dated 20th day of DECEMBER 2023, [Registered with the Sub-Registrar of Thane at Doc. No. TNN9-22929-2023 dated 20/12/2023] executed between Marathon Enter-Gen LLP, office at- 702, Marathon Max, Mulund Goegaon Link Road, Mulund (W) Mumbai 400080 therein referred to as the “Developers” of the One Part **Mrs. Nirabai Karsan Mhatre** therein referred to as the “PURCHASERS” of the Other Part purchased and acquired all rights, title and interest in **Flat No. 301**, admeasuring **954 Sq. Ft. Super Built Up** area on **3rd Floor**, in the “**MARATHON NEXTOWN-EMERALD**”, standing on the property bearing **Survey No. 140, 142/1, 3, 220/1B, 2, 4/C, 5, 232, 141/2**, at **Village - Desai**, being situated Off Kalyan Shil Phata, Desai, Thane - 421204 lying, being and situated at Thane- 400601, within the limits of Thane Municipal Corporation and within the Registration District and Sub-District of Thane, which flat hereinafter referred to as the “**SAID PREMISES**”

AND WHEREAS the **VENDOR** has made the entire payment of consideration to the said Marathon Enter-Gen LLP of such being on and thereupon, the **VENDOR** has been put into the actual and physical possession of the said premises as the absolute and lawful owner thereof.

AND WHEREAS the **VENDOR** are enjoying the said Flat premises as full and absolute owner thereof and they have decided to

sell the said Flat on **OWNERSHIP BASIS** together with undivided rights title and interest in and upon the said Flat and the PURCHASERS demanded from the VENDOR and the VENDOR have given inspection to the PURCHASERS and they are satisfied with all the documents of the title relating to the said property and other arrangements and the plans, designs and specifications prepared by the Architect and other documents.

AND WHEREAS after negotiations, the VENDOR has agreed to sell and PURCHASERS have agreed to purchase aforesaid flat on **OWNERSHIP BASIS** for the consideration and upon the term and conditions hereinafter appearing.

AND NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The VENDOR hereby agree to sell, assign and transfer and the PURCHASERS hereby agree to purchase and acquire from VENDOR, the said Premises, bearing **Flat No. 301**, admeasuring **954 Sq. Ft. Super Built up** area on **3rd Floor**, in the “**MARATHON NEXTOWN-EMERALD**”, standing on the property bearing **Survey No. 140, 142/1, 3, 220/1B, 2, 4/C, 5, 232, 141/2**, at **Village - Desai**, being situated Off Kalyan Shil Phata, Desai, Thane - 421204, within the limit of the Thane Municipal Corporation and within the Registration District and

Sub-district of Thane, and more particularly described in the Schedule written hereunder TOGETHER WITH ALL the rights, titles and interests therein at and for a **Lump-sum Price / Consideration of Rs. 92,00,000/- (Rupees Ninety Two Lac Only)**.

2. The PURCHASERS has agree to pay to VENDOR **Lump-sum Price / Consideration of Rs. 92,00,000/- (Rupees Ninety Two Lac Only)** in the following manner :-

A) **Rs. _____/- (Rupees _____ Only)** by Cheque No. _____ Dated _____ Drawn on Saraswat Bank as Token Money before execution of this Agreement.

B) **Rs. _____/- (Rupees Three Lakhs Only)** by Cheque No. _____ Dated _____ Drawn on State Bank of India as the Part Payment.

C) **Rs. _____/- (Rupees _____ Only)** by Cheque No. _____ Dated _____ Drawn on _____ as the Part Payment.

D) The PURCHASERS has agreed to pay the **Balance Amount of Consideration of Rs. _____/- (Rupees _____ only)** within ____ days from the date of registration of this Agreement by obtaining loan / financial assistance from the bank / financial institution.

2. On receipt of full and final amount of the consideration in respect of said premises, the VENDOR shall hand over and put the PURCHASERS in vacant, peaceful, exclusive, physical and legal possession of the said Premises without reservation on any rights or claim of whatsoever nature and thereafter the said Premises shall be the absolute property of the PURCHASERS.
3. The VENDOR shall execute and hand over to the PURCHASERS all necessary applications, Forms, Declarations for getting the Said Premises transferred in their name.
4. All taxes, cess, charges, expenses and such outgoings in respect of the said premises due and payable till the date of handing over possession of the said Premises, if found, due and payable the same shall be borne and pay by the VENDOR alone and that the VENDOR shall indemnify and keep indemnified the PURCHASERS at all times in respect thereof.
5. All the deposits and amounts, Viz. electricity meter deposit, and other deposits, charges, etc. paid by the VENDOR to the authorities concerned, shall stand transferred to and on the account of the PURCHASERS. All the taxes, cess, charges, expenses and other outgoings in respect of the said premises due and payable from the date of handing over possession of the said premises shall be borne and pay by the PURCHASERS alone.

6. The PURCHASERS hereby agree and undertake to abide by all the rules and regulations of the Local Authority in respect of said premises from the date of handing over possession of the said Premises, the PURCHASERS shall pay and shall keep on paying to the concerned authority all the taxes, electricity, water charges, maintenance charges and all other dues and outgoings and shall not withhold the same for any reason whatsoever and shall always keep the VENDOR indemnified in that behalf.
7. The VENDOR shall deliver and cause to be delivered to PURCHASERS all the previous agreements, documents, deeds, permissions, etc. pertaining to the said premises for the purpose of the record of PURCHASERS.
8. The VENDOR have represented to the PURCHASERS that : -
 - A) He is the absolute owner of the said premises and no other person/s has /have any interest therein.
 - B) There are no encumbrances on the said premises and he is paid full charges, outgoings fees, levies, taxes, demands from the builder etc. in respect thereof, till the date of this agreement, subject to whatever is stated hereinabove.
 - C) There have been in possession of the said premises.
 - D) The title of the VENDOR to the Said Premises is Clear and marketable.

E) On taking possession of the said Premises, the PURCHASERS shall be entitled to occupy the same without any claim or interruption from the VENDOR or anybody claiming under them.

F) He is paid full dues in respect of the said premises to the authorities concerned and shall indemnify and keep indemnified the PURCHASERS against all or any claim in that regard.

G) He shall obtain the necessary No Objection Certificate from the Said Developers / Builders for the transaction of sale of the said Premises, as contemplated through these presents.

9. The VENDOR hereby agree, admit and declare that, the VENDOR has full rights and absolute authority to enter into this Agreement and they have not done or performed or causer to be done or performed any acts, deeds, matters, or things, whatsoever whereby they may be prevented from entering into this Agreement and/or transferring the said premises as proposed to be done or whereby the PURCHASERS may be obstructed, prevented or hindered in enjoying the rights, intendeds to be conferred upon or transferred in their favor or whereby quiet and peaceful enjoyment or immediate possession of the said premises may be disturbed and in the event the VENDOR shall forthwith refund and repay all the amounts received by it from

the PURCHASERS apart from being liable from payment of damages if any sustained by the PURCHASERS.

10. The VENDOR hereby state, declare and confirm that, the PURCHASERS shall be entitled to get transferred the Electricity Meter installed in the said Premises to their name and if required, the VENDOR shall give their fullest co-operation in that regard.
11. Should there be any claim in respect of the Said Premises from any person or persons or authority pertaining to any period prior to the transfer of said premises to and in name of PURCHASERS in the books/ records of the building the VENDOR hereby indemnifies and keeps indemnified the PURCHASERS against any claims made for any period prior to the completion of sale in respect to the said Premises.
12. The VENDOR agree to execute all deeds, matters, writings, papers, etc. in favour of the PURCHASERS and to do all other incidental and necessary acts as may be needed for completing the title of the PURCHASERS in respect of the said Premises.
13. The transfer fees shall be borne by the VENDOR & PURCHASERS in Equal proportions. The VENDOR hereby undertake and indemnify the PURCHASERS that they shall do all the acts, deeds and other required things to get the said Premises transferred in the name of the PURCHASERS.

14. The PURCHASERS shall register this Agreement in the office of the Sub-Registrar and intimate about the same to the VENDOR and the VENDOR shall attend the Office of the Sub-Registrar, and admit the execution of these presents, without any hindrance and delay.
15. The charges of stamp duty, registration fees, and the charges of this agreements, application, deeds, legal charges, etc, shall be borne and paid by PURCHASERS ALONE.
16. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act, 1963 and the Rules made thereunder.

:: SCHEDULE ABOVE REFERRED TO ::

ALL THAT PREMISES bearing **Flat No. 301**, admeasuring **954 Sq. Ft. Super Built Up** area on **3rd Floor**, in the “**MARATHON NEXTOWN-EMERALD**”, standing on the property bearing **Survey No. 140, 142/1, 3, 220/1B, 2, 4/C, 5, 232, 141/2**, at **Village - Desai**, being situated Off Kalyan Shil Phata, Desai, Thane - 421204, within the limit of the Thane Municipal Corporation and within the Registration District and Sub-district of Thane.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and year written hereinabove.

SIGNED SEALED AND DELIVERED

by the withinnamed **“VENDOR”**

MRS. NIRABAI KARSAN MHATRE

in presence of

1)

2)

SIGNED SEALED AND DELIVERED

by the withinnamed **“PURCHASERS”**

MR. SACHIN ANANT AMBOKAR

in the presence of

1)

2)

:: RECEIPT ::

RECEIVED of and from 1) **MR. SACHIN ANANT AMBOKAR (PURCHASERS)**, a sum of **Rs. _____/- (Rupees _____ Only)** as the **Earnest Money Payment** against the sale of **Flat No. 301**, admeasuring **954 Sq. Ft. Carpet** area on **3rd Floor**, in the “**MARATHON NEXTOWN-EMERALD**”, standing on the property bearing **Survey No. 140, 142/1, 3, 220/1B, 2, 4/C, 5, 232, 141/2**, at **Village - Desai**, being situated Off Kalyan Shil Phata, Desai, Thane - 421204, in the following manner :

Sr. No	Rupees	Ref ID/ UTR No.	Dated	Draw n on
1)				
2)				

*Subject to realization of Cheque.

Rs. _____/-

I SAY RECEIVED

MRS. NIRABAI KARSAN MHATRE

“VENDOR”

WITNESSES :-

1)

2)