

VILLAGE :- Ambivali(Mazgaon) Taluka:-Khalapur,

DIST :-Raigad

BUNGALOW NO :-
HAVING GROUND + ONE FLOOR
HAVING CARPET AREA :-

ALONG WITH :-
PLOT NO. :-
ADMEASURING :- SQ. MTRS.

Market Value :-Rs. _____/-
Actual Value :-Rs. _____/-
Stamp :-Rs. _____/-

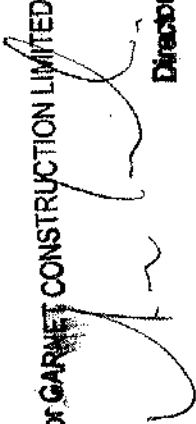
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made and executed at
Khalapur, District Raigad within the limits of Registration District
Raigad on this ___ day of _____ 2017.

BETWEEN

GARNET CONSTRUCTION LIMITED, a company duly registered
under the Companies Act, 1956, having its registered office
atb501/531 laxmi mall, Laxmi Industrial Esate, New Link Road,
Andheri West,Mumbai-400053 through its Director and Authorised
Signatory **Mr. Arun Kishankumar Kedia**, aged 44 years, Occupation:
Business, residing at Kedia Bungalow, S.V. Raod, Malad (west),
Mumbai-400064 hereinafter referred to as "**Land Owner / Vendor /**
Promoter / Promoter" (which expression shall, unless it be repugnant
to the context or meaning thereof, mean and include its respective
successors-in-interest and lawful assigns) hereinafter referred to as
"**the Party of the First Part**".

For **GARNET CONSTRUCTION LIMITED**


Director

AND

MR.-----, age ---- years, Service residing at -----
 MRS.-----, age ---- years, Service residing at -----
 hereinafter referred to as "the Purchaser/s" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their heirs, executors, successors-in-interest and assigns) hereinafter referred to as the "Party of the Second Part".

AND WHEREAS the above said Purchasers, by a power of attorney has appointed MR. _____, age ____ years, Retired, residing at _____, as their attorney/authorised person, to purchase the above said property, to pass and sign on valid receipt and to execute the sale deed and Agreement for sale and all deeds and documents in relation to the said plot which is mentioned hereinafter and admit the execution and registration thereof before concerned Sub-Registrar Of Assurances, Khalapur.

DEFINITIONS:-

I. In this Agreement for Sale, unless the context otherwise requires, the following terms are defined as under:

- a) MOFA, 1963 means Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act, 1963;
- b) MOFA Rules 1964 means Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Rules, 1964;

For GARNET CONSTRUCTION LIMITED

Director

- c) R.E. (R & D) Act, 2016 means Real Estate (Regulation & Development) Act, 2016;
- d) Agreement means an Agreement for Sale executed by the OWNER/DEVELOPER/ PROMOTER in favour of the Allottee / Purchaser under the provisions of Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act, 1963 read with provisions of Rule 5 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Rules, 1964 and the Agreement within the meaning of Section 2 (c) the Real Estate (Regulation & Development) Act, 2016;
- e) Allottee means the Allottee as defined in Section 2 (d) of R.E. (R&D) Act, 2016;
- f) Apartment means as defined u/s 2 (e) of R.E. (R&D) Act, 2016;
- g) Flat means as defined in Section 2 (a-1) of MOFA, 1963;
- h) Architect as defined in Section 2 (h) of R.E. (R&D) Act, 2016;
- i) Building as defined in Section 2 (j) of R.E. (R&D) Act, 2016;
- j) Carpet area as defined u/s 2 (k) of R.E. (R&D) Act, 2016;

For GARNET CONSTRUCTION LIMITED

Director

- k) Commencement Certificate as defined in Section 2 (m) of R.E. (R&D) Act, 2016 and issued u/s 45 of the M.R. & T.P. Act, 1966.
- l) Common area as defined in Section 2 (n) of R.E. (R&D) Act, 2016.
- m) Completion Certificate as defined in Section 2 (q) of R.E. (R&D) Act, 2016;
- n) Occupancy Certificate as defined in Section 2 (zf) of R.E. (R&D) Act, 2016.
- o) Project means as defined in Section 2 (zn) of R.E.(R&D)Act, 2016 and Real Estate Project means as defined in Section 2 (zn) of R.E. (R&D) Act, 2016, which in this case means project known as 'Magic Hill Enclave' bearing MahaRERA No. _____.
- p) Promoter as defined in Section 2 (zk) of R.E. (R&D) Act, 2016 and which include any person/firm/company or other legal / juridical entity or association of persons to whom OWNER/PROMOTER/DEVELOPER may transfer or assign the development rights in respect of the said project.
- q) Sanctioned Plans means as defined in Section 2 (zq) of R.E. (R&D) Act, 2016;
- r) All references to 'Co-operative Housing Society' shall mean Tenant Ownership Housing Society.

Note: The expression and terminologies not defined herein would derive their meaning from the Deed of Declaration. In case of any conflict between the meaning of any term or expression or any other aspect of this Agreement and the Deed of declaration, the terminology used or the meaning assigned in the Deed of Declaration will prevail;

WHEREAS:

1. All that piece and parcel of land bearing Survey No.17, Hissa No.2, admeasuring 1 Hectors, 53.0 Ares; land admeasuring 3 Hectare 14.86 Ares from and out of Survey No.17, Hissa No.3, admeasuring 4 Hectares, 91 Ares; Land bearing Survey No.17, Hissa No.4, admeasuring 0 Hectares, 53 Ares; Land bearing Survey No.17, Hissa No.5, admeasuring 0 Hectares, 14 Ares; Land bearing Survey No.17, Hissa No.6 admeasuring 0 Hectares 15 Ares; Land bearing Survey No.17, Hissa No.8 admeasuring 0 Hectares, 17 Ares; Land bearing Survey No.17, Hissa No.9, admeasuring 0 Hectares, 22 Ares; Land bearing Survey No.17, Hissa No.10, admeasuring 0 Hectares, 13 Ares; Land admeasuring 0 Hectare 11.88 Ares from and out of Survey No.17, Hissa No.11, admeasuring 1 Hectares, 34 Ares and land bearing Survey No.17, Hissa No.34 admeasuring 0 Hectares, 29 Ares totally admeasuring 6 Hectares 42.74 Ares situated at Village Ambivali (Mazgaon), Taluka: Khalapur, District Raigad subject matter of the Project known as 'Magic Hill Enclave' bearing RERA Registration No. _____.

For GARNET CONSTRUCTION LIMITED

[Signature]
Director

2. The Vendor / Promoter / Land Owner has purchased the following lands situated at Village Ambivali (Mazgaon), Taluka Khalapur, District Raigad, which are included in the final sanctioned layout permission / N.A. / Development Permission dated 04th December 2010, issued by the Collector, Raigad, in the manner described hereinbelow:

- (a) Land bearing Survey No.17, Hissa No.2, admeasuring 1 Hectors, 53.0Ares, assessed at Rs.0.70 Ps. Was purchased by Sale Deed dated 05th August, 1995, duly registered in the office of Sub-Registrar, Karjat at serial No.400/1995 on 05th August, 1995.
- (b) Land bearing Survey No.17, Hissa No.3, admeasuring 4 Hectares, 91 Ares assessed at Rs.2.78 Ps. was purchased by Sale Deed dated 29.4.1995, duly registered in the Office of Sub Registrar, Karjat at Serial No.256/1995 on 5.5.1995. However, out of the said entire land admeasuring 4.91 hectares, only land admeasuring 3 Hectare 14.86 Ares is the subject matter of the final sanctioned layout / N.A. / development permission dated 04th December, 2010 and the remaining area of the said land admeasuring about 1 Hectares 76.14 Ares is not the subject matter of the said final sanctioned layout / N.A. / development permission dated 04th December, 2010 and consequently the said portion admeasuring 1 Hectares 76.14 Ares is not the subject matter of the present Agreement for Sale.

- (c) Land bearing Survey No.17, Hissa No.4, admeasuring 0 Hectares, 53 Ares, assessed at Rs.0.31/- Ps. Was purchased by sale deed dated 18/02/1995, duly registered in the office of the Sub-Registrar, Karjat at Serial No.184/1995 on 18th April, 1995.
- (d) Land bearing Survey No.14, Hissa No.5, admeasuring 0 Hectares, 24 Ares assessed at Rs.0.22 Ps. and Land bearing Survey No.17, Hissa No.5, admeasuring 0 Hectares, 14 Ares assessed at Rs.0.12 Ps. and Land bearing Survey No.5, Hissa No.4, admeasuring 0 Hectares, 23 Ares assessed at Rs.0.25 Ps. and Land bearing Survey No.13, Hissa No. 2, admeasuring 0 Hectares, 02 Ares assessed at Rs.0.31 Ps.were purchased by Sale Deed dated 25th August 1995, duly registered in the Office of Sub Registrar, Karjat at Serial No.479/1995 on 25th August 1995. However, out of the said lands, only land bearing Survey No.17, Hissa No.5, are the subject matter of the final sanctioned layout / N.A. / development permission dated 4th December 2010 and the remaining land bearing Survey No.14, Hissa No.5, Survey No.5, Hissa No.4 and Survey No.13, Hissa No.2 is not the subject matter of the said final sanctioned layout / N.A. / development permission dated 04th December 2010 and consequently the same is not the subject matter of the present Agreement for Sale.

For GARNET CONSTRUCTION LIMITED


Director

(e) Land bearing Survey No.17, Hissa No.6, admeasuring 0 Hectares, 15 Ares assessed at Rs.0.12 Ps. and Land bearing Survey No.17, Hissa No.8, admeasuring 0 Hectares, 17 Ares assessed at Rs.0.16 Ps. and Land bearing Survey No.26, Hissa No.5, admeasuring 0 Hectares, 2.5 Ares assessed at Rs.0.06 Ps. were purchased by Sale Deed dated 18th April 1995, duly registered in the Office of Sub Registrar, Karjat at Serial No.181/1995 on 18th April 1995. However, out of the said lands, only land bearing Survey No.17, Hissa No.6 and Survey No.17, Hissa No.8 are the subject matter of the final sanctioned layout / N.A. / development permission dated 4th December 2010 and the remaining land bearing Survey No.26, Hissa No.5 is not the subject matter of the said final sanctioned layout / N.A. / development permission dated 04th December 2010 and consequently the same is not the subject matter of the present Agreement for Sale.

(f) Land bearing Survey No.17, Hissa No.9, admeasuring 0 Hectares, 22 Ares assessed at Rs.0.19 Ps. And Survey No.17, Hissa No.10, admeasuring 0 Hectares, 13 Ares assessed at Rs.0.19/- was purchased by Sale Deed dated 15th November 1996, duly registered in the Office of Sub Registrar, Karjat at Serial No.467/1996 on 15th November 1996;

(g) Land bearing Survey No.17, Hissa No.11, admeasuring 1 Hectares, 34 Ares assessed at Rs.0.67 Ps. was purchased by Sale Deed dated 17.11.1997, duly registered in the Office of Sub Registrar, Karjat at Serial No.2723/1997 on 18.11.1997. However, out of the said entire land admeasuring 1 hectares 34 Ares, only land admeasuring 0 Hectare 11.88 Ares is the subject matter of the final sanctioned layout / N.A. / development permission dated 4th December 2010 and the remaining area of the said land admeasuring about 1 Hectares 22.12 Ares is not the subject matter of the said final sanctioned layout / N.A. / development permission dated 4th December 2010 and consequently the said portion admeasuring 1 Hectares 22.12 Ares is not the subject matter of the present Agreement for Sale.

(h) Land bearing Survey No.17, Hissa No.34, admeasuring 0 Hectares, 29 Ares assessed at Rs.0.16 Ps. and Land bearing Survey No.23, Hissa No.9, admeasuring 0 Hectares, 3 Ares assessed at Rs.0.06 Ps. and Land bearing Survey No.25, Hissa No.4, admeasuring 0 Hectares, 9 Ares assessed at Rs.0.06 Ps. were purchased by Sale Deed dated 1st February 1996, duly registered in the Office of Sub Registrar, Karjat at Serial No.128/1996 on 01st February 1996. However, out of the said lands, only land bearing Survey No.17, Hissa No.34 is the subject matter of the final sanctioned layout / N.A. / development

permission dated 4th December 2010 and the remaining land bearing Survey No.23, Hissa No.9 and land bearing Survey No.25, Hissa No.4 are not the subject matter of the said final sanctioned layout / N.A. / development permission dated 04th December 2010 and consequently the same is not the subject matter of the present Agreement for Sale.

Since the Vendor / Promoter Company was not an Agriculturist, the Vendor / Promoter had purchased the aforesaid agricultural lands after obtaining prior permissions of the Sub-Divisional Officer, Panvel as contemplated by Sections 43 and 63 of the Bombay Tenancy and Agricultural Land Act, 1948.

3. Thus, by virtue of the aforesaid diverse Sale Deeds executed in favour of Vendor / Promoter respectively, they have become absolute owners of and are in physical possession of the various lands. The lands in respect of which the said final layout has been sanctioned are separately indicated in **Schedule I** of this Agreement which will be referred to hereinafter.
4. The Vendor / Promoter Company has financed the acquisition of the various lands purchased by them as described in Clause 2 hereinabove written.

5. The Vendor / Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.
6. The Vendor / Promoter/Promoter has registered the Project known as 'Magic Hill Enclave' under the provisions of the Real Estate Regulation and Development Act, 2016 with the Real Estate Regulatory Authority at number _____. The authenticated copy of the Registration Certificate is attached at

Annexure "A".

7. The Vendor / Promoter herein was desirous of developing a Housing Colony on the lands owned by the Vendor / Promoter. Therefore, the Vendor / Promoter/ has appointed Shri S. Rao, a Structural Engineer for the preparation of the structural design and drawings of the building and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building.
8. The Vendor / Promoter accordingly submitted an Application for amalgamation of the said lands, for obtaining permission for conversion of the said lands from Agricultural User to Non Agricultural User under Section 44 of the Maharashtra Land Revenue Code, 1966 and obtaining a Development Permission for construction of various buildings / bungalows and other structures of common convenience under the provisions of

Section 18 of the Maharashtra Regional And Town Planning Act, 1966 and accordingly submitted appropriate applications as indicated hereinbelow:

- a) In respect of various lands totally admeasuring 6 Hectares 42.74 Ares situated at Village Ambivali (Mazgaon), Taluka: Khalapur, District Raigad, some of which are owned by the Vendor / Promoter and the remaining of which are owned by the Vendor / Promoter, the Vendor / Promoter herein has submitted application for amalgamation and layout, conversion for non-agricultural user and for development by construction of residential bungalows and a common facility centre.
- b) Accordingly, after obtaining all the requisite approvals and permissions and after the said Layout was duly approved by the ADTP Raigad at Alibaug on 03rd November 2010, the District Collector, Raigad at Alibaug passed on Order bearing No.MS/LNA1(B) / P.K. 198/2010 dated 04th December 2010, passed under section 44 of the MLR Code, 1966, read with Section 18 of the MR & TP Act, 1966 and sanctioned the Layout of various portions of land bearing survey No.17, Hissa No.2 to 6 of Village Ambivali(Mazgaon), Taluka Khalapur, District Raigad for a total area admeasuring 6 Hectares 42.74 Ares.

- c) The Vendor / Promoter has proposed to construct only one Club House with a Swimming Pool and Cafeteria, as a common amenity for all the occupants of the bungalows / buildings which are proposed to be constructed by the Vendor / Promoter within the layout totally admeasuring 6 Hectares 42.74 ares, which has been demarcated on the layout plan. However, the approvals have not yet been obtained for the construction of the said Club House with a Swimming Pool and Cafeteria.

9. PROPOSED DEVELOPMENT OF THE PLOT

The Vendor / Promoter proposes to develop non-agricultural land admeasuring 6 Hectares, 42.74 Ares (64274.00 square meters) by dividing it into 131 Plots having different areas and dimensions and by constructing thereon 131 Bungalows of Ground plus one Floor having diverse built up areas.

In addition to the said 131 Plots, a total area of 5712.31 square meters is provided as compulsory open space and the said total open space is scattered over two different locations in the entire layout having different areas and different dimensions. The said open spaces in the sanctioned layout are marked as O.S-A to O.S-B. The Vendor / Promoter has reserved its right to construct the said Club House, Swimming Pool and Cafeteria, prior to the completion of the Project; and the said proposed amenities have been demarcated in the layout plans annexed hereto as Annexure "B". IT IS CLARIFIED THAT the members of the project known as 'Magic Hill' which has been

completed on adjoining parcels of land admeasuring 11 Hectares 10.76 Ares for which the layout has been sanctioned on 20th August 2009 shall have the right to access and utilise the said amenities viz. Club House, Swimming Pool and Cafeteria. It is reiterated that the members of this project viz. 'Magic Hill Enclave' bearing MahaRERA No. _____ and members of adjoining completed project viz. 'Magic Hill' shall equally utilise the said Club House, Swimming Pool and Cafeteria.

The said sanctioned layout also consists of various internal roads having width of 6 meters, 9 meters and 15 meters. The total area covered by the internal roads would be 9924.10 square meters.

Apart from the said Open Spaces an area admeasuring 2993.13 square meters is marked as amenity space in the said entire sanctioned layout, and has been demarcated in the layout plans annexed hereto. Though it is shown as amenity open space, according to the provisions of the MR & TP Act, 1966 and the sanctioned Development Control Rules / Building Regulations, it is permissible to construct various buildings / structures for prescribed approved non residential / commercial users in the said amenity space. The said amenity space will therefore be used by the Vendor / Promoter for the aforesaid purpose of construction of one or more buildings having approved non-residential / commercial users.

10. IT IS CLARIFIED THAT the Vendor / Promoter has reserved its right either to retain the said area with themselves or to transfer

the said area to any person of their choice or to construct one or more buildings having approved user and either to sell the units in such building / buildings to one or more purchasers or to retain such units with the Vendor / Promoter as they may mutually decide amongst themselves. The said area admeasuring 2993.13 sq. mtrs. shall not be conveyed to the Co-operative Housing Society of Bungalow Owners, which will be formed by the Vendor / Promoter. In view of this specific disclosure, the Purchaser has consented to not claim any rights over the said area admeasuring 2993.13 sq. mtrs., which has been shaded in the layout plan annexed hereto as **Annexure "B"**. In the event that the Vendor / Promoter proposes to develop commercial buildings on the said area admeasuring 2993.13 sq. mtrs., then the Purchaser undertakes to give written consent as and when required for the construction of such commercial buildings; and pursuant to this undertaking, the ratification of this clause by the signature affixed hereunder shall be sufficient **'written consent towards alteration of the sanctioned plan in order to construct commercial / residential user building on area admeasuring 2993.13 sq. mtrs. as required under Section 14 of the RER&D Act, 2016'**.

The particulars of the total land which is included in the said layout and the area occupied by residential plots, open spaces, amenity space, internal roads etc. is as under

- (i) Total area of the land comprised in the layout:- 6 Hectares,
42.74 Ares equivalent to 64274.00 square meters;

- (ii) Total area of Open Spaces marked as O.S. No.A to O.S. No.B;:- 5712.31 Square meters;
- (iii) Total area of Amenity Space marked as Amenity Open Space:- 2993.13 square meters;
- (iv) Total area under internal roads:- 9924.10 square meters;
- (v) Total area under residential plots:- 36344.46 square meters;
- (vi) Non-buildable area:- 30.00 square meters.

11. According to the scheme of development, which is presently proposed by the Vendor / Promoter, the Vendor / Promoter may either sell Open Plots to individual buyers without any construction or may sell open plots by constructing a house / bungalow / villa on such plot / plots. The Vendor / Promoter may be selling more than 1 plot to an individual purchaser or a group of purchasers and, in such a situation, if such plots are contiguous to each other, either the Vendor / Promoter or the Purchaser / Purchasers would construct houses / bungalows / villas on such plot and such construction would be within the boundaries of such plots. According to the Development Permission presently granted, bungalows / houses type 'A' to 'E' are proposed to be constructed on the residential plots.

12. Out of the lands which are more particularly described in the Schedule I to this Agreement for Sale, the lands at Serial Nos. 1 to 10 are owned by Vendor / Promoter and the name of the Vendor / Promoter are duly entered in the 7/12 Extracts of the said lands. On account of the amalgamation of all the lands and sanctioning of layout, a separate 7/12 Extract of individual plots of land has been prepared. A copy of the 7/12 Extract of all **Plots** of the sanctioned layout of the 10 lands described in Schedule I is hereto annexed and marked **Annexure 'C'** and should be treated as part and parcel of this Agreement for Sale.

13. The title of the Vendor / Promoters in respect of the aforesaid 10 lands which have been described in Schedule I herein written is clear, unencumbered and marketable and the same has been duly certified by Title Certificate dated _____, issued by Advocate Rupali Yengde, who is having registration with the Bar Council of Maharashtra and Goa. The said Title Certificate is hereto annexed and marked **Annexure "D"** and should be treated as part and parcel of this Agreement for Sale.

14. In so far as the various open spaces in the said sanctioned layout numbered as O.S. No. A to O.S. No. B, as stated in clause 8 hereinabove are concerned, the Vendor / Promoter proposes to construct a Club House with a Swimming Pool, Cafeteria and other recreational facilities / equipments which have been demarcated in the layout plan annexed hereto. According to the sanctioned T.P. Rules / Building Byelaws, F.S.I.

equivalent to 10% of the total Open Space is permitted for being consumed on such open spaces for the construction of such a Club House and other common conveniences and for construction of the office of any type of association of persons which may be formed by the owners of plots / bungalows in such a sanctioned layout. On account of such construction, the location and dimensions of which are not yet determined by the Vendor / Promoter; a particular Open Space from out of the Open Spaces designated as O.S. No. A to O.S. No. B in the sanctioned layout may not eventually actually remain open to sky and would be built upon. The Purchaser undertakes to give written consent as and when required for the construction and development of the Club House, swimming pool and other common conveniences including construction of the office of the association of bungalow owners; and pursuant to this undertaking, the ratification of this clause by the signature affixed hereunder shall be sufficient 'written consent towards alteration of the sanctioned plan in order to construct the Club House, swimming pool and other common conveniences including construction of the office of the association of bungalow owners as required under Section 14 of the RER&D Act, 2016'.

15. Further, as indicated hereinabove, the Vendor / Promoter are also developing land comprised in another layout, which are adjoining the land admeasuring 11 Hectares 10.76 Ares for which the layout has been sanctioned on 20th August 2009 and

the Vendor / Promoter intend to construct only one Club House, which would be used by the Occupants of the Houses in both the layouts. The Vendor / Promoter has thus made it clear that though the Club House with Swimming Pool and Cafeteria would be constructed on one of the Open Spaces marked as O.S. No. A to O.S. No. B, the same would be available for use not only by the Occupants of the houses to be constructed in the present layout dated 04th December 2010 but would also be available for use to the Occupants of the houses in the adjoining layout dated 20th August 2009, being developed by the Vendor / Promoter and, in addition to them the Vendor / Promoter would be entitled to permit the user of the said Club House, Swimming Pool and Cafeteria and the other recreational facilities and equipments which will be part of the Club House by Tourists, casual visitors, guests of the Vendor / Promoter, guests of the Occupants of the houses to be constructed on the plots in the layout and the occupants of houses in the plots in the adjoining layout. The Vendor / Promoter have also made it clear that the Vendor / Promoter would be entitled to charge fees being fees for use of the facilities which would be provided in the said Club House and the Vendor / Promoter would be entitled to charge different fees from different individuals. The Vendor / Promoter would be also entitled to charge fees from the guests of the occupants of the houses in the sanctioned layout as also the houses from the layout of the adjoining lands being developed by the Vendor / Promoter.

16. At present the Vendor / Promoter have proposed to sell the open plots either as open plots or by constructing houses / bungalows / villas on such open plots to individual purchasers who would be holding the said plots as freehold property. After a majority of the Plots are allotted/booked, the Vendor / Promoter shall form a Tenant Co-ownership Housing Society of the member allottees. Every Plot Purchaser of plot from the sanctioned layout will be required to join as a member of such Co-operative Housing Society / Limited Company which would be formed by the Vendor / Promoter in future and would also be required to pay the entrance fee, membership fee, society contribution charges and the contribution for the expenditure incurred by the Society / Limited Company towards maintenance on a monthly basis. Out of the aforesaid amounts, the entrance fee, membership fee and the society / limited company formation charges (proportionate share) is to be paid by the Purchaser at the time of execution of this Agreement for Sale as indicated in the clauses of the Agreement. It is clarified that the respective Plots and bungalows constructed thereon shall be owned by the respective allottees after execution of the respective conveyances of the Plots, and that the Society / Limited Company shall not in any manner claim any ownership rights in respect of the said Plots and/or Bungalows.
17. After the Occupation certificate is obtained in respect of all 131 bungalows, the Vendor / Promoter undertakes to convey the area covered by the internal roads viz. 9924.10 square meters

and the area covered by the open spaces marked as O.S. No.A to O.S. No.B, admeasuring 5712.31 Square meters to the said Co-operative Housing Society. IT IS REITERATED THAT the Vendor / Promoter has reserved its right either to retain the said area with themselves or to transfer the said area to any person of their choice or to construct one or more buildings having approved user and either to sell the units in such building / buildings to one or more purchasers or to retain such units with the Vendor / Promoter as they may mutually decide amongst themselves. The said area admeasuring 2993.13 sq. mtrs. shall not be conveyed to the Co-operative Housing Society of Bungalow Owners, which will be formed by the Vendor / Promoter.

18. The Vendor / Promoter have accordingly planned a scheme for the development of the entire land comprised in the sanctioned layout subject to the terms and conditions indicated hereinabove regarding the use of the Open Spaces, the rights reserved by the Vendor / Promoter in respect of such open spaces including the right to construct a Club House and the right to regulate the entry and user to such Club House and the right to construct non-residential / commercial units in the Amenity Space. The Vendor / Promoter has decided to develop the said Scheme under the Scheme name "**Magic Hill Enclave**" which is a name chosen by the Vendor / Promoter for the purpose of convenience.

19. The Purchaser was on a look out for purchasing a plot of land with / without a bungalow and having learnt about the layout being developed by the Vendor / Promoter and about the scheme known as "**Magic Hill Enclave**" developed by the Vendor / Promoter; the Purchaser approached the Vendor / Promoter and particularly the Vendor / Promoter and enquired about the said scheme. The Vendor / Promoter, through its representatives, gave all the necessary information, documents and particulars in respect of the said scheme being developed by the Vendor / Promoter to the Purchaser. The Purchaser demanded the inspection of and was accordingly given inspection of the following documents:

- (a) Original Sale Deeds in respect of all the 10 lands owned by the Vendor / Promoter herein, which are more particularly described in Schedule I hereunder written;
- (b) The Original Layout sanction / N.A. Permission / Development Permission Order dated 04th December 2010, passed by the District Collector Raigad, L.N.A.1 (B)/ P.K.198/2010 along with the Original Sanctioned Plan of the entire layout which is already annexed as Exhibit 'A' to this Agreement for Sale.
- (c) The Original Layout approval / N.A. Permission / Development Permission dated 20th August 2009, granted by the District Collector, Raigad, L.N.A.1/SR122/2009 in

respect of land admeasuring 11 Hectares 10.76 Ares which is also developing by the Vendor / Promoters;

(d) The Original 7/12 Extracts of the 10 Lands which are more particularly described in Schedule I herein written and the original 7/12 extract which is at Exhibit "B".

(e) The type layout plan of bungalow type no. -----, in respect of **Plot No.-----** in the sanctioned layout of which inspection was specifically demanded by the Purchaser.

(f) The Original Title Certificate dated 24.04.2013, issued by Advocate Rupali Yengde, which is already annexed as Annexure "D" to this Agreement for Sale.

20. After having inspected the said original documents and after having shown copies of the said documents to its Legal Advisor, the Purchaser, after being fully satisfied about the title of the Vendor / Promoters in respect of the 10 lands owned by the Vendor / Promoter described in Schedule I herein written and particularly in respect of the **Plot No. -----** and the legality of the development work undertaken by the Vendor / Promoter; the Purchaser offered to purchase Plot no.----- in the sanctioned layout with bungalow type _____BHK _____ to be constructed by the Vendor / Promoter on such Bungalow Plot from the Vendor / Promoter for a total consideration of **Rs.-----**
 --- /- (**Rupees -----Only**) and also offered to pay the various other charges towards Society / Company membership

fee, Society / Company formation charges (proportionate), club maintenance fees, charges for contribution for installation of electricity transformer and for laying of electrical lines and other installations and also agreed to abide by the other terms and conditions mutually agreed upon during the course of negotiation between the Vendor / Promoter and the Purchaser. The Purchaser/s shall also pay all statutory charges, GST, and any other taxes of any kind by whatever name called, and agrees to pay Stamp Duty and registration Charges and all other charges as and when amended by the Government Authority.

21. The Vendor / Promoter considered the said offer and accepted the said Offer strictly subject to the condition that the Purchaser shall abide by the various terms and conditions incorporated herein and also subject to the special conditions regarding user of the Open Spaces, amenity spaces, construction of Club House, formation of a Co-operative Housing Society / Limited Company etc. The said plot no.----- with the bungalow to be constructed thereon is more particularly described in Schedule II herein written, which should be treated as part and parcel of this Agreement for Sale. The said **Plot No.-----** is shown demarcated in **Red Colour** on the sanctioned layout plan, which is already annexed to this Agreement for Sale as part of Annexure "B". The type plan of the bungalow to be constructed by the Vendor / Promoter on the said plot is hereto annexed and

marked **Annexure "E"** which should be treated as part and parcel of this Agreement for Sale.

22. The parties desired to enter into a binding contract which would be governed by the provisions of the relevant Indian statutes viz., the Indian Contract Act, 1872, the Transfer of Property Act, 1872, the Specific Relief Act, 1963 and the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules framed thereunder.

NOW THIS AGREEMENT FOR SALE WITNESSES and the parties hereto agree as under:

1. That in consideration of the total amount of **Rs.----- /-** (**Rupees -----Only**) agreed to be paid by the Purchaser to the Vendor / Promoter, the Vendor / Promoters do hereby agree to sell, transfer and assign to the Purchaser of land bearing **Plot No.---** totally admeasuring **250.12 square metres equivalent to 2692.29 sq.ft.** from the sanctioned layout of the various lands situated at Village Ambivali(Mazgaon), Taluka Khalapur, District Raigad which are described in Schedule I herein written for which the layout has been sanctioned by the Collector Raigad, by Order dated 04th December 2010, which is already annexed as **Annexure "B"** to this Agreement for Sale together with the Bungalow to be constructed on the said plot by the Vendor / Promoter in

For GARNET CONSTRUCTION LIMITED

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accordance with the sanctioned type drawing which is already annexed as **Annexure "E"** to this Agreement. The said plot agreed to be sold by the Vendor / Promoters to the Purchaser is shown demarcated in **Red Colour** on the sanctioned layout which is annexed as part of **Annexure "B"** to this Agreement for Sale. The said plot, which is shown demarcated in **Red Colour** on the sanctioned layout plan, which is a part of **Annexure "B"** to this Agreement, is more particularly described in **Schedule II** herein written. The amenities specifications of construction material which would be used by the Vendor / Promoter for the construction of said bungalow would be as indicated in **Schedule III** herein written which should be treated as part and parcel of this Agreement for Sale. The said Bungalow would be constructed according to the specifications indicated in the sanctioned type plan which is annexed to this Agreement for Sale as **Annexure "E"**.

From out of the total agreed consideration of **Rs.----- /-** (**Rupees -----Only**). The Purchaser has already paid a sum of **Rs.----- /-(-----Only)** by the way of Cheque bearing no -----, Drawn on-----, Dated -----favouring the Vendor / Promoter prior to the execution of this Agreement for Sale as and by way of earnest money / advance, which is approximate to 10% of the agreed consideration. The receipt of the said amount is hereby acknowledged by the Vendor / Promoter. The remaining consideration payable under this Agreement for Sale is agreed to be paid by the

Purchaser to the Vendor / Promoter in the following manner on the respective due dates, time being strictly the essence of the contract:

- (a) 15% of the agreed consideration equivalent to Rs.-----
/- after the completion of the plinth of the bungalow within the time stipulated hereunder;
- (b) 30% of the agreed consideration equivalent to Rs.----- /-
after the completion of the slab of the bungalow within the time stipulated hereunder;
- (c) 10% of the agreed consideration equivalent to Rs.----- /-
after the completion of the Walling of the bungalow within the time stipulated hereunder;
- (d) 10% of the agreed consideration equivalent to Rs.----- /- of
the agreed amount after the completion of doors, door frames and windows of the Bungalow within the time stipulated hereinafter;
- (e) 7% of the agreed consideration equivalent to Rs.-----/- after
the construction of external and internal walls of the bungalow within the time stipulated hereinafter;
- (f) 7% of the agreed consideration equivalent to Rs.-----/- after
the completion of the flooring of the bungalow within the time stipulated hereinafter;

(g) 7% of the agreed consideration equivalent to Rs.----- /- after the completion of the Sanitary Fittings of the bungalow within the time stipulated hereinafter;

(h) 4% of the agreed consideration on possession Rs.----- /- of the bungalow within the time stipulated hereinafter;

M.S.E.B charges will be Rs.65000/- Paid to the Vendor / Promoter by purchaser.

Since the time for payment is agreed to be made strictly an essence of the contract and since the payment of the remaining amount of the agreed consideration is co-related with and dependent upon the progress of construction, it is agreed between the parties that after the particular stage of construction as indicated in sub clauses (a) to (h) above is complete, the Vendor / Promoter shall send a bill demanding the said amount then due to the Purchaser at the address of the Purchaser indicated hereinabove. The time stipulated for payment of the respective instalment would be 15 days after the receipt of the said bill by the Purchaser. The said period of 15 days after the receipt of the bill by the Purchaser is the agreed time stipulated for payment of the respective instalment as indicated in sub-clauses (a) to (h) above.

2. The Vendor / Promoters hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which have been imposed by the Planning Authority viz., the Collector, Raigad, or any other local authority at the time of sanctioning the building plans or any time hereinafter and shall before handing over possession of the bungalow to the Purchaser, obtain a Certificate in respect of the said bungalow from the Architect of the Vendor / Promoter to the effect that the construction of the said bungalow is complete and is in accordance with the sanctioned plan.
3. The Vendor / Promoters hereby declare that the Floor Space Index available in respect of **Plot No.-----** in the sanctioned layout has been utilised according to the town planning authority. The Vendor / Promoters have agreed to sell the plot more particularly described in Schedule II herein written as a freehold property to the Purchaser subject to the condition that the Purchaser strictly complies with all the terms and conditions of this Agreement and pays the balance consideration according to the agreed instalments. It is further agreed that since the Purchaser has agreed to purchase in the sanctioned layout a constructed bungalow thereupon, despite execution of this Agreement and even after the execution of the Sale Deed in favour of the Purchaser in future, the Purchaser will not have any right, title and interest in the remaining plots in the sanctioned layout, save and except the right to use the internal roads, open spaces in the layout (except the open space in the

sanctioned layout on which the Vendor / Promoter would construct a Club House in future) and the rights which will flow from grant of membership of the Club House subject to the payment of the annual fees for the use of Club House.

4. The Vendor / Promoters have already made full and true disclosure of the nature of their title to the lands described in Schedule I herein written and the title of the Vendor / Promoter is clear and marketable as indicated in the Title Certificate, which is already annexed as **Annexure "D"**. The Vendor / Promoter hereby covenant with the Purchaser as under:

- (a) That the title of the Vendor / Promoter to the said lands described in Schedule I and the plot described in Schedule

II is absolutely clear, marketable and free from all or any encumbrances of whatsoever nature;

- (b) That the Vendor / Promoter or any of them have not, prior to the execution of this Agreement for Sale, at any point of time entered into any oral or written agreement for sale, development, lease, transfer, easement, assignment, mortgage, pre-emption, license or in any other agreement of whatsoever nature in respect of the said plot described in Schedule II or in respect of their respective right in the said property.

- (c) That the said lands described in Schedule I and the plot described in Schedule II or the respective shares of the Vendor / Promoter is not subject matter of any suit, appeal, revision, writ petition, review or application or any judicial or quasi judicial proceeding or any proceeding before any administrative, judicial or quasi judicial authority.
- (d) That the said lands described in Schedule I and the plot described in Schedule II and respective share of the Vendor / Promoter in the said property is not the subject matter of any attachment or distress, restraint in any proceedings relating to recovery of income tax, wealth tax, estate duty, sales tax, central excise, service tax, EPF duty, gratuity, dues of PF; or any other statutory dues or demands either from Central Government or State Government or any other Statutory Authority.
- (e) That there are no outstanding gram panchayat taxes, duties, N.A. assessment charges, N.A. taxes, any other cess or duty, electricity bills or electricity dues, water bills, water taxes or any other taxes in relation to the said lands described in Schedule I and the plot described in Schedule II as on the date of execution of this Agreement for Sale.
- (f) That in case subsequently it is discovered that any tax, cess, charges, duty of whatsoever nature is payable in respect of the said property for the period till the date of

execution of this Agreement for Sale, it would be the exclusive responsibility of the Vendor / Promoter to pay the said entire dues and indemnify and always keep indemnified the Purchaser from the entire liability towards such payments.

(g) That the said lands described in Schedule I and the plot described in Schedule II or respective shares of the Vendor / Promoter in the said property are not subject matter of acquisition, requisition or reservation imposed under any State or Central Act or any other statutory regulations and the Vendor / Promoter have not received any such notice for acquisition, requisition or reservation, etc.

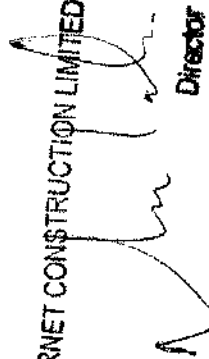
(h) That the said lands described in Schedule I and the plot described in Schedule II or the respective share of the Vendor / Promoter in the said property are not subject matter of any mortgage, charge, etc in favour of any Bank, financial institution or any private / institutional creditor of the Vendor / Promoter have not agreed to create any such mortgage / charge in respect of the said lands described in Schedule I and the plot described in Schedule II in favour of any bank or financial institution or private or institutional creditor. However, the individual Purchaser or prospective purchaser of any other plot in the sanctioned layout or a plot with bungalow in the sanctioned layout may obtain

loan in respect of the said individual plot or individual plot with bungalow by creating a charge or mortgage in respect of the said plot or plot with bungalow.

- (i) That, save and except the right of user of internal roads in the sanctioned layout which would be also enjoyed by the occupants of any layout in respect of the adjoining pieces of lands in future so as to enable the owners from such sanctioned layout to reach a public road and the right of the owners of plots in the sanctioned layout of lands admeasuring 6 Hectares 42.74 Ares which are also being developed by the Vendor / Promoter as indicated in clause 4(b) of the recitals to this Agreement to use the Club House which would be constructed by the Vendor / Promoter in one of the Open Spaces in the layout of lands described in Schedule I herein written as sanctioned by the Collector, Raigad, by Order dated 25th February 2010; the said lands described in Schedule I and the plot described in Schedule II is not subject matter of any easement regarding right of way, right of flowing drain/rain water, right to seek light or air, right to take support or any other easement of whatsoever nature and that Vendor / Promoter or any of them have not agreed to create or grant any such easements.

- (i) That the Vendor / Promoter would make a free and marketable title in respect of the plot and the bungalow

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agreed to be sold and in case any right is hereinafter created by the Vendor / Promoter, the same would be disclosed at the time of the execution of the Sale Deed and before handing over possession of the said plot and bungalow in favour of the Purchaser.

5. The Purchaser agrees to pay to the Vendor / Promoter interest at 18% per annum on all the amounts which become due and payable by the Purchaser to the Vendor / Promoter under the terms of this Agreement from the date the said amount is payable as indicated in clause 2 hereinabove written.
6. In case the Purchaser commits any default in payment of any instalment of the agreed consideration and in case the Purchaser fails to cure such default by paying the defaulted amount of the instalment of the agreed consideration as indicated in clause 2 herein written along with interest @ 18% per annum from the due date of payment within a period of 30 days of the due date of payment, the Vendor / Promoter may at their absolute discretion terminate this Agreement for Sale by serving a written notice of termination on the Purchaser. The said discretion to terminate the Agreement for Sale will be an absolute discretion of the Vendor / Promoter and, in a given case, the Vendor / Promoter may not immediately exercise the right of termination immediately after the expiry of the period of 30 days from the agreed due date of payment from the respective instalment. However, the mere delay on the part of

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the Vendor / Promoter to exercise such discretion regarding the termination of the Agreement for Sale or the tolerance shown by the Vendor / Promoter would not constitute a waiver of the right of the Vendor / Promoter to terminate the Agreement for Sale in case of default by the Purchaser, which remains uncured as indicated hereinabove. In case the Agreement for Sale is terminated by the Vendor / Promoter as aforesaid, it is agreed that the Vendor / Promoter would be entitled to forfeit upto 25% of the total agreed consideration, which had been paid at the time of execution of this Agreement for Sale and the Vendor / Promoter shall refund any additional amount which might have been paid by the Purchaser to the Vendor / Promoter under this Agreement for Sale at the relevant time of termination without any interest whatsoever by Crossed Account Payee Cheque drawn in favour of the Purchaser payable at Mumbai. The Vendor / Promoters shall send the cheque for the amount of refund (if any) alongwith the Notice of termination of the Agreement. It is further agreed that the termination would become effective immediately on receipt of such notice of termination by the Purchaser and, after such termination, the Purchaser will cease to have any right, title and interest in respect of the lands described in Schedule I or the Plot and Bungalow described in Schedule II herein written or any rights under this Agreement for Sale and the Vendor / Promoters will be free to deal with the said Plot and Bungalow to be constructed thereon, described in Schedule II herein written in any manner as they may desire and would also be entitled either

to sell or agree to sell and create or agree to create any third party rights or interests therein as they may desire.

7. The fixtures, fittings and other amenities to be provided by the Vendor / Promoter in the bungalow to be constructed on the plot agreed to be sold by this Agreement or elaborately indicated in **Schedule III** to this Agreement and the Vendor / Promoter shall not change or alter the same to the detriment of the Purchaser.

8. The Vendor / Promoter shall complete the construction of the bungalow in all respects and handover possession of the same to the Purchaser after obtaining a Certificate regarding completion of the said bungalow from the Architect of the Vendor / Promoter within ____ months of the execution of this Agreement for Sale. The Project viz. Magic Hill Enclave shall be completed by December 2021 .

9. The Purchaser agrees not to raise any objection about the construction of the Club House with a Swimming Pool and Cafeteria and other Recreational equipments / amenities on any one of the open spaces shows as O.S. No.A to O.S. No.B in the sanctioned layout or the design, layout and other specifications of the said Club House or the use thereof by the other persons etc. The Vendor / Promoter is offering the membership of the said Club House to the Purchaser **free of cost**. However, the Purchaser will be liable to pay the annual contribution and maintenance charges for the said Club House at such rate or

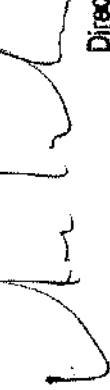
rates as may be fixed by the Vendor / Promoter from time to time and in the event of the failure of the Purchaser to pay such annual contribution, the facility given to the Purchaser to use the said Club House and the Amenities therein would stand withdrawn.

10. The Purchaser also agrees not to raise any objection whatsoever about the construction of commercial / non-residential units on the amenity space in the sanctioned layout and the Purchaser agrees that though the said space is shown as "Amenity Open Space", it is in fact not an open space but the said area admeasuring 2993.13 square meters would be used for the construction of non-residential / commercial buildings.

11. The Purchaser shall take possession of the said plot with bungalow within 1 month of the Vendor / Promoter giving written notice to the Purchaser intimating that the said Plot with bungalow are ready for use and occupation.

12. The Purchaser shall use the said bungalow or any part thereof or permit the same to be used only for purpose of residence. The Purchaser shall use the open garage in the bungalow or open space inside the plot only for purpose or for keeping or for parking the Purchaser's own vehicles.

For GARNET CONSTRUCTION LIMITED

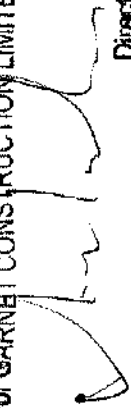


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13. The Purchaser along with other Purchasers of plots in the sanctioned layout of the lands described in Schedule I shall join in forming and registering the Society or a Limited Company to be known by such name as the Vendor / Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society/Company and duly fill in, sign and return to the Vendor / Promoters, within 1 month of the same being forwarded by the Vendor / Promoters to the Purchaser, so as to enable Vendor / Promoter to register the organisation of the purchasers of plots in the layout of the lands described in Schedule I under section 10 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rule, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

14. Commencing a week after notice in writing is given by the Vendor / Promoters to the Purchaser that the bungalow is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the bungalow) of outgoings in respect of the said entire land described in Schedule I herein written or the specific individual tax (if any) charged for the open plot described in Schedule II herein written alongwith the bungalow constructed therein namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said entire land and the bungalow. Until the Society / Limited Company is formed and the management of the internal roads and the open spaces (except the open space on which the Vendor / Promoter would construct the Club House) is transferred to such Society / Company the Purchaser shall pay to the Vendor / Promoter such proportionate share of outgoings as may be determined by the Vendor / Promoter. The Purchaser further agrees that till the Purchaser's share is so determined, the Purchaser shall pay to the Vendor / Promoter provisional annual contribution of Rs.35000/- as agreed that time per annum towards the outgoings. The amounts so paid by the Purchaser to the Vendor / Promoter shall not carry any interest and remain with the Vendor / Promoter until the management of the internal roads and the open spaces (except

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the open space on which the Vendor / Promoter would construct the Club House) is handed over to the Society or a Limited Company as aforesaid. Subject to the provisions of section 6 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, on such management being handed over, the aforesaid deposits (less deduction provided by this Agreement) shall be paid over by the Vendor / Promoter to the Society or the Limited Company, as the case may be. The Purchaser undertakes to pay such provisional annual contribution and such proportionate share of outgoings regularly on the 5th day of each and every annum in advance and shall not withhold the same for any reason whatsoever.

15. The Purchaser shall on or before delivery of possession of the said premises keep deposited with the Vendor / Promoter the following amounts:-

- i) Rs.10000/- for legal charges.
- ii) Rs.5000/- for share money, application entrance fee of the Society or Limited Company;
- iii) Rs.10000/- for formation and registration of the Society or Limited Company.
- iv) Rs.10000/- for proportionate share of taxes and other charges.

Total Rs.35000/-

16. In addition to the aforesaid sums and in addition to the agreed consideration indicated in clause 2 hereinabove written, the Purchaser agrees to pay to the Vendor / Promoter a sum of Rs.65,000/- towards the contribution for installation of one or more electric transformers in the lands covered by the sanctioned layout, laying of electrical lines / poles in the said lands, installation of electrical meter in the bungalow to be constructed on the plot described in Schedule II etc. It is agreed that the said entire amount of Rs.65, 000/- shall be paid within a period of 15 days of the same being demanded by Vendor / Promoter from the Purchaser and in case of default of the Purchaser to pay the same within the said period, the Vendor / Promoter would be entitled to terminate this Agreement and in that regard, the provisions contained in clauses 6 and 7 hereinabove will apply *mutatis mutandis*.
17. The Vendor / Promoter shall utilise the sum of Rs.35000/- paid by the Purchaser to the Vendor / Promoter for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Vendor / Promoter in connection with formation of the said Society, or as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Licence Agreement to be executed in favour of the Society / Company as aforesaid or the Conveyance of the internal roads or parts thereof to be executed in favour of such

Society / Company at the discretion of the Vendor / Promoters as aforesaid.

18. At the time of registration of such Conveyance of internal roads in favour of such Society or Company as aforesaid, Purchaser shall pay to the Vendor / Promoter the Purchaser's share of stamp duty and registration charges payable, if any, by the said Society or Limited Company on the Licence Agreement to be executed in favour of the Society / Company as aforesaid or the Conveyance of the internal roads or parts thereof to be executed in favour of such Society / Company at the discretion of the Vendor / Promoter as aforesaid.

19. The Purchaser/s for himself/themselves with intention to bind all persons into whosoever hands the said plot / plot with bungalow may come, doth hereby covenant with the Vendor / Promoters as follows:-

- (a) To maintain the plot and the bungalow at the purchasers own cost in good tenantable repair and condition from the date of handing over possession and not to do or suffer to be done anything in or to the plot or the building which may be against the rules, regulation or byelaws of concerned local authority or any other authority;
- (b) Not to store in the said plot or bungalow any goods which are hazardous, combustible or dangerous or to store any

goods which is objected to by the concerned local or other authority and in case of any default, to be responsible for the consequences of the breach;

- (c) To keep the water pipelines and the drainage pipelines as also the storm water drains passing through and abutting the plot or bungalow in good condition and not to damage the same in any manner and to carry out the necessary repairs from time to time;
- (d) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said plot or bungalow in any portion of the adjoining lands;
- (e) Pay to the Vendor / Promoter within 15 days of demand by the Vendor / Promoter, his/her/its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the said plot and to the said bungalow;
- (f) To bear and pay all local taxes, water charges, insurance and such other levy, if any, which are or may be imposed by the concerned local authority and/or government and/or any public authority or any increase in such levy or charges in future either on account of normal increase or on account of any other reason whatsoever;

For GARNET CONSTRUCTION LIMITED

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(g) The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement until all the dues payable by the Purchaser to the Vendor / Promoter under this Agreement are fully paid up and only if the Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated in writing to the Vendor / Promoter of his/her intention to do so and unless and until the Vendor / Promoter have given a written no objection.

(h) The Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said plot / bungalow therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society / Limited company and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement;

20. The Vendor / Promoter shall maintain a separate account in respect of sums received by the Vendor / Promoter from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilise the amounts only for the purposes for which they have been received.
21. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said lands described in Schedule I herein written or of the said Plot and Building described in Schedule II herein written or any part thereof. The Purchaser shall have no claim save and except in respect of the plot with bungalow hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Vendor / Promoters as hereinbefore mentioned.
22. It is mandatory for the Purchaser to obtain written NOC from the Builder or the Society (as and when formed) or the maintenance company before reselling/ transferring/ leasing out the bungalow subject matter of this agreement. If the Purchaser fails to obtain such NOC then the Builder/ Society shall have all the rights to terminate this agreement and dispossess the Purchaser from the subject Bungalow and also charge penalty to the Purchaser for non obedience of this clause of the Agreement.

23. The Purchaser shall solely settle the claims arising from third party related to Purchaser and shall bare all the expenses for doing the same. The Vendor / Promoters stand indemnified from any dispute/ claim/ court proceedings – Civil or Criminal initiated by a third party related to the purchaser and Purchaser's legal heirs, representatives and agents.
24. Any delay tolerated or indulgence shown by the Vendor / Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Vendor / Promoter shall not be construed as a waiver on the part of the Vendor / Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Vendor / Promoter.
25. The Purchaser and/or the Vendor / Promoter shall present this Agreement as well as the conveyance of the plot with bungalow to be executed in future if the Purchaser complies with all his/its/their obligations under this Agreement for Sale at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor / Promoter will attend such office and admit execution thereof. The Purchaser shall alone be liable to bear all the expenses of stamp duty, registration charges, out of pocket expenses for registration, copying charges and all further demands in that regard including any demand for penalty and purchaser also

agrees that if there is any increase in the stamp duty, registration fee, govt. taxes and any kind of taxes of local authority shall solely borne by the Purchaser only. In addition to the above, if any, Works Contract Tax etc. and/or any other taxes/imposts/impositions, levied or leivable by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the Bungalow and/or transaction and/or agreement amount and consideration payable, then in such event, the Purchaser shall, on demand made by the Vendor / Promoter either orally or written, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be), without delay or demur. The Purchaser shall indemnify and keep the Vendor / Promoter fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof.

26. 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./Under Certificate of posting at his / her address specified below:-

MR. ----- And MRS. both residing at -----

The Promoter/Developers has maintained a separate account in respect of sums received by the Promoter/Developers from the purchasers as consideration amount , advance or deposit, details whereof are as set out below:

Name of the Bank – State Bank of India
Account no – A/c No. 37024916921
IFSC Code: SBIN0012521
Address: Goregoan East, Mumbai

SCHEDULE I HEREINABOVE REFERRED TO:

LANDS SITUATED AT VILLAGE AMBIVALI(MAZGAON), TALUKA:
KHALAPUR, DISTRICT RAIGAD

Sr.no.	Survey No.	Hissa No.	Area (Hectares – Ares)	Assessment
1	17	2	1-53-0	0-70
2	17	3	3-14-86 Out of 4-91-0	2-78
3	17	4	0-53-0	0-31
4	17	5	0-14-0	0-12
5	17	6	0-15-0	0-12
6	17	8	0-17-0	0-16
7	17	9	0-22-0	0-19
8	17	10	0-13-0	0-19
9	17	11	0-11-88 Out of 1-34-0	0-67
10	17	34	0-29-0	0-16
			6-42-74	

For GARNET CONSTRUCTION LIMITED

Director

SCHEDULE II HEREINABOVE REFERRED TO:

Plot No. ----- in the sanctioned layout of the lands described in Schedule I hereinabove written, as sanctioned by the Order of the Collector, Raigad, dated 04th December 2010, which is annexed as Exhibit 'A' to this Agreement for Sale. The said Plot is having approved non agricultural user for residential purpose. The area, dimensions and the boundaries of the said Plot or as under:

Total Area : - ----- square metres equivalent to ----- sq.ft. out of Survey no.17.

Boundaries

On or towards North :
On or towards South :
On or towards East :
On or towards West :

Description of the Bungalow to be constructed on the said Plot is as under:

A bungalow having a total carpet area of ----- square meters, equivalent to ----- square feet. The said bungalow would be constructed according to the sanction plan. A copy of the approved drawing of the said bungalow is already enclosed to the Agreement as Exhibit 'D' and the said plot is shown, demarcated in red colour on the layout plan which is annexed as Exhibit 'A'. The particulars of various amenities and material used for construction of the said bungalow would be as described in Schedule III

For GARNET CONSTRUCTION LIMITED



Director

SCHEDULE III HEREINABOVE REFERRED TO:

AMENITIES AND MATERIAL:

- Standard RCC Construction of High Quality.
- High Quality bricks for all walls.
- Main entrance door in designers wood veneered and all internal doors will be flush doors with superior fittings.
- Powder coated aluminium sliding windings.
- Good quality 20" x 20" ceramic tiles.
- Coloured ceramic tiles upto Full height. Washbasin European pan with good fittings. Hot and cold water.
- Granite Kitchen platform stainless steel sink with 3' height glazed tiles.
- Concealed copper wiring with quality accessories and appropriate number of electrical and telephone points. On backup point in living room.
- TV and Computer data line in the living room and master bedrooms.
- External exclusive decorative coloured finish in superior quality paint. Internal good quality paint pleasing shades.
- Toilets and terraces will be guaranteed water proofed.
- Garden developed as per Standard design by Professional.

IN WITNESS WHEREOF the parties hereto have signed and executed these presents on the day and date first hereinabove written.

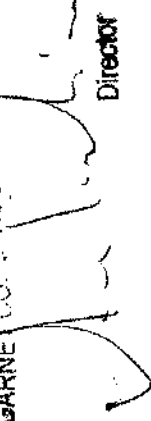
SIGNED, SEALED AND DELIVERED)
 by the within named Vendor / Promoter)
 Pan No. AAACG 1328 C)
 M/s. Garnet Construction Limited)
 through its Director and authorised)
 Signatory **Mr. Arun Kishankumar Kedia**)

SIGNED AND DELIVERED by the)
 Within named Purchaser/s)
 Mr.

In the presence of:

Witnesses:

For GARNET CONSTRUCTION LIMITED



Director

