

ANNEXURE-5.2: SAMPLE AGREEMENT FOR PURCHASE OF BUILDINGS ON PACKAGE DEAL BASIS

(To be modified only after consultation with Circle's Law department as per actual deal)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at ----- this ----- day of -----r, 20---
BETWEEN M/S. -----a Company incorporated under the Companies Act, 1956 having its registered office at ----- hereinafter called "the Builders" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the One part;

AND

AGM (Premises & Estate)/ DGM (Premises) of STATE BANK OF INDIA, a body corporate incorporated under the SBI Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai hereinafter called "**the Purchaser**" (which expression shall unless it to be repugnant to the context or mean and include its successors and assigns) of the Other part;

WHEREAS:

- I. (i) Prior to -----, Trustees of ----- viz. ----- and others (hereinafter called "the Original Owners No.1) were absolutely seized, and possessed of property being land or ground admeasuring ----- sq. mt. or thereabouts situate at Village ----- bearing C.T.S. No.s -----and ----- along with several buildings standing thereon also subject to right of way from a portion thereof subject to the occupancy thereof by Lessee viz. -----, hereinafter called "the said Lessee";
(ii) By a Conveyance dated ----- and registered with the Sub-Registrar, MSD at ----- under Serial No. ----- the said original Owner No.1 sold the first property into the partnership firm known as "M/S -----" hereinafter called "the said firm" and beneficiaries of the said ----- and the said Lessee of the said sale in favour of the firm;
- II. (i) Prior to 17th April, 2003, Trustees of ----- Trust viz. ----- and Another (hereinafter called "the Original Owners No.2') were absolutely seized and possessed of the property being land or ground admeasuring ----- sq. mt. or thereabouts situate at Village ----- bearing C.T.S. No.s----- to -----, along with several buildings standing thereon, hereinafter called "the said Second Property" subject to occupancy thereof the said Lessee i.e. -----
-----;
(ii) By a Conveyance dated ----- and registered with the Sub-Registrar, MSD at ----- under Serial No. ----- the said Original Owners No.2 sold the said Second Property into the said firm subject to the occupation thereof by the lessee and beneficiaries of the said ----- Trust and the said lessee confirmed the said sale in favour of the said firm by joining as Confirming Parties to the said Conveyance.

- III. (i) Prior to -----, ----- and others, (hereinafter called “the Original Owners No.3”) were absolutely seized and possessed of property being land or ground admeasuring -----sq. mt. or thereabouts situate at village ----- C.T.S. No.s----- to ----- along with several buildings standing thereon, hereinafter called “the said Third Property” subject to the occupancy thereof the said Lessee i.e. ----- and -----, hereinafter called “the said Lessee”.
- (ii) By a conveyance dated ----- and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. ----- of ---- read with Deed of Rectification dated ----- and registered with the Sub-Registrar of Assurance at ----- under Serial No. ----- of ----- and the said Original owners No.---- conveyed and transferred the said Third Property into Smt. ----- and ----- as Co-owners subject to occupation thereof by Lessee viz. ----- and -----.
- (iii) The said ----- died intestate at -----, ----- on ----- leaving ----- and -----, hereinafter called “the ----- i and Other heirs”;
- (iv) By a conveyance dated ----- and registered with the Sub-Registrar, MSD at ----- under Serial No.----- of ----- the said Smt. ----- and the ----- and others sold the said Third Property unto said firm subject to the occupation thereof of the said Lessee who confirmed the said sale in favour of the said firm;

IV. The devolution of title of the said First, Second and Third property is as follows:

FIRST PROPERTY:

- (a) This Property originally belonged to one -----and -----, who had vide a Sale Deed dated -----, which is registered with the Sub Registrar of Assurances at ----- under Serial No. -----of -----, sold, transferred and conveyed the same to -----, through -----.
- (b) Vide Articles/ Indenture of Lease dated -----, which is registered with the Sub Registrar of Assurance at ----- under Serial no. -----, on -----, ----- and ----- demised the property on lease unto and in favour of one -----.
- (c) The said -----and -----, died leaving behind them -----, hereinafter called “the original Owners” as owners of the said First property situate at village ----- admeasuring about ----- sq. mt. bearing survey ----- and survey No.-----, Hissa No.-- CTS Nos-----and ----- of village ----- subject to right of way over a strip of land forming part of the said First property.
- (d) ----- and ----- (hereinafter called as “the said -----”) was occupying the said “First Property” as lessee of the Original Owners by virtue of Agreement for lease dated ----- executed by the predecessors in title of the Original Owner in favour of ----- being the then managing Director of the said ----- whereby the said First property

was demised unto the said ----- with an option on the part of the lessees to extend the period of lease for a further period of twenty years.

- (e) The said ----- constructed several factory buildings and structures of the said first property out of its own funds.
- (f) By a Deed of Assignment dated ----- and registered with the Sub-Registrar of Assurance under No. BOM -----, the said ----- assigned the lease hold rights in the said First Property unto the said ----- for the residuary unexpired period of the said Lease.
- (g) By an Indenture, being Deed of Settlement dated ----- hereinafter called “ the said Trust Deed” made between ----- therein and hereinafter called “the Settlor” and (1) -----, (2) ----- and (3) ----- being the Trustees of “-----”, hereinafter referred to as “the said Trustees”, of the said Trust the Settlor assigned unto the said Trustees of the said Trust certain sums of money upon Trust named as “-----” upon therein mentioned for an initial period of 18 years with power to the Trustees to extended the same for a further maximum period of ---- years by executing a Deed of Variation before the expiry of initial period of ----- years for the benefit of the beneficiaries named therein in the proportion mentioned therein and by a Deed of variation dated ----- signed by the Trustees of the said Trust the said initial period was further extended for a further period of ---- years from ----- and accordingly the said initial period stood extended to ----- years to be reckoned from -----.
- (h) By the said Trust Deed, the said Trustees of the said Trust were inter alia empowered to purchaser and/or sell immovable properties.
- (i) The said Trustees of the said Trust become Owners of the said First Property subject to the occupancy thereof of the same ----- as lessees by virtue of Consent Decree dated ----- passed by Mumbai High Court in Suit No.----- of ----- filed by the Original Owner as the Plaintiffs against the said ----- as the Defendant No.1 and the said Trustees ----- as the Defendant Nos.----- to -----and registers with the Sub-Registrar of ----- under Serial No.----- of ----- whereby the said Consent Decree was to operate as a conveyance in favour of the ----- of the said ----- of the reversionary rights of the original Owners in the said Property subject to the then existing right of way over the road forming part of the said Property in favour of the owners of the adjoining properties.
- (j) In the premises the said Trustees became absolutely seized and possessed of the said First Property consisting of land hereditaments and premises together with several structures standing thereon to the occupancy thereof by the said - ----- as Lessee and the said right of way.
- (k) By a Conveyance dated ----- (to which the beneficiaries under the said Trust Deed and the said ----- joined as confirming Parties), and registered with the Sub-Registrar of ----- under Serial No. ----- of ----- the aid Trustees of the First Trust conveyed the said First Property unto the said firm of M/s ----- Company.

SECOND PROPERTY

- (a) At all material times prior to ----- one ----- (since deceased), hereinafter called the “the Original Owner” was absolutely seized and possessed of the said Second Property” bearing Serial No.-----, Hissa No.- - i.e. City Survey Nos.-----to --- admeasuring ----- sq. mt. or thereabouts situate at Village -----, Taluka-----, ----- in the Registration Districts and Sub-Registrar City and Mumbai Suburban.
- (b) Vide an Insurance of Gift dated -----, which is registered with the Sub Registrar of Assurance at Bombay under serial No. ----- of 1947, the said -----gifted the said Second Property therein referred to as the said Property to his mother Mrs. -----
- (c) The said ----- died intestate at Bombay on ----- leaving behind her son ----- as her only heir and legal representative. The High Court of Judicature at ----- on ----- granted the letters of administration of the Property of ----- including the Second Property of the Property herein in favour of -----.
- (d) Vide a Deed of Gift dated -----the said ----- gifted the said Second Property of the Property to his son ----- . This Deed of gift is registered with the Sub Registrar of Assurance at Bombay under Serial No. ----- of -----.
- (e) The said ----- was occupying the said second Property since the year -----;
- (f) The said ----- constructed several structures in the said property out of its own funds in or about the year -----;
- (g) By a Gift Deed dated ----- and registered with the Sub-Registrar of Mumbai under Serial No. ----- of ----- the said ----- gifted the said Second Property unto one-----out of love and affection;
- (h) By an Indenture, being Deed of settlement dated ----- ,hereinafter called ‘the said Trust Deed” made between ----- and ----- ----- therein and hereinafter called “the said Trustees” of the Trust (named as “-----”) hereinafter referred to as the said Trust, the Settlor assigned unto the said Trustees of the Second Trust certain sums of money upon the said Trust for the benefits of the confirming parties upon Trust therein mentioned for an initial period of -----years with power to the said Trustees to extend the same for a further maximum period of --- years by executing a Deed of variation before the expiry of intimal period of ---- years for the benefit of beneficiaries named therein in the proportion mentioned therein and by a Deed of Variation dated ----- signed by the said Trustees of the said Trust the said initial period was further extended for a further period of ---- years from -----and accordingly the said initial period stood extended to ----- years to be reckoned from ----- September, -----.
- (i) By a said Trust Deed, the said Trustees in the said Trust herein were interalia empowered to purchase and/or sell immovable property.
- (j) By a Gift Deed dated ----- and registered with the Sub Registrar of Assurance at ----- under Serial No.-----of----- the said ----- gifted the said Second property unto the said Trustees of the said Trust out of natural love and affection.

- (k) The said ----- continued to be in occupation of the said Second Property as Tenants at the said monthly rent of -----/- (Rupees ----- only);
- (l) In the premises the said Trustees of the said Trust became absolutely seized and possessed of the said Property as the Trustees of the said “-----” subject to the occupation thereof by the said ----- as monthly tenants thereof.
- (m) By a Conveyance also dated ----- and registered with the Sub Registrar of ----- under Serial No. ----- of the said Trustees of the said Trust conveyed the said Second Property unto the said firm of M/s -----
- (n) The said ----- are hereinafter collectively referred as “the said -----”.
- (o) The ----- was occupying both the said First Property and the said Second Property as also the said Third Property as Lessee/Tenant.
- (p) Prior to the execution of the document of Conveyance dated ----- of the said First property and the said Second Property the said ----- was holding 100% share capital of the said ----- and was in charge and control of the said ----- . The share capital of the said ----- consisted ----- equity shares (full paid) of Rs.-----/- (Rupees ----- only) each was hereof by the ----- as under:
 - i. Equity shares
 - ii. Equity Shares
 - iii. Equity Shares
- (q) The said -----are the Directors of the said -----;
- (r) Simultaneously with the execution of the two documents of Conveyance of the said First Property and the said Second Property in favour of the said M/s ----- Company the said ----- transferred their entire share capital in favour of the partners of M/s ----- Company and/or their family members and the said ----- also resigned as Directors whereupon ----- two of the partners of the said M/s ----- were appointed as the Directors.
- (s) At present the following persons are the holders of 100% share capital consisting of -----equity shares of Rs.-----/- (Rupees -----only) each of the said ----- as under:

Sr. No.	Name	Name of shares
1		
2		
3		
4		
	Total	

- (t) At present the said Mr.----- and the said Mr.----- are the only two directors of the said -----.

THIRD PROPERTY:

- (a) At all material times, prior to -----, -----hereinafter called the “the original Owners” were owners of the said Third property situated at Village -----, ----- admeasuring about ----- sq. mt. bearing survey No.- --, Hissa No.-- i.e. CTS Nos----- and ----- survey i.e. ----- of village ----- together with several structures used as a factory.
- (b) By a Deed of lease dated ----- the predecessors in title of the Original owners demised the said Property unto the said ----- as Lessee for a period of 5 years commencing from ----- at the monthly lease rent of Rs.-----/-- (Rupees Three Hundred and Thirty Five only and subject to the terms and conditions in the said Indenture of Lease dated -----.
- (c) The said ----- constructed several buildings and structures on the said Third Property out of its own funds;
- (d) Upon expiry of the said period of lease on ----- the said Lease in favour of the said ----- was not renewed. However, the said ----- continued to occupy the said Second Property as monthly tenants at the same rent as was provided by the Indenture of Lease.
- (e) By a Conveyance dated ----- registered with the Sub Registrar of ----- --i under Serial No. ----- of ----- read with Deed of Rectified dated ----- -----and registered with the Sub Registrar of -----i under Serial No. ----- of ----- and executed by Original Owners as the Vendor in favour of (1)----- and (2) ----- as the Purchasers the original Owners conveyed and transferred the said Property unto to the said Mrs. --- -----and ----- as Co-owners, the said ----- having 75% undivided share therein and the ----- having 25% undivided share therein subject to the occupation thereof of the said ----- herein as such tenants;
- (f) The said ----- died intestate at -----on ----- leaving ----- and -----, hereinafter collectively called “the said ----- and -----” as his only heirs and next of kin according to the provisions of Hindu Succession Act, 1956 by which the said deceased was governed;
- (g) The said -----accordingly became absolutely seized and possessed of 75% undivided share in the said Third Property and the said -----and others are seized and possessed of 25% undivided share in the said Third Property subject to the occupation thereof the said -----.
- (h) By a Conveyance dated ----- and registered with the Sub Registrar of ----- under Serial No.----- for -----, the said ----- and ----- and Ours conveyed the said Third Property unto the said firm M/s ----- ----- The said ----- joined as confirming Party in the said Conveyance.

- V. Vide an Agreement of Surrender of Tendency dated -----; made and entered into by and between ----- and -----, therein referred to

as the Tenant and ----- Company herein referred to as the Owners, the Tenant therein surrendered the tenancy in respect of the First Property, Second Property and The Third Property in favour of the Owners at and for the consideration and on the terms and conditions as stated therein.

VI. Accordingly, the said firm became seized and possessed of the said First Property, the said Second Property and the said Third Property admeasuring in aggregate - -----sq. mt.

VII. (a) Pursuant to application made by the said firm through their Architect, Municipal Corporation of -----by its letter dated ----- allowed redevelopment of the said First, Second, and Third Properties as per Regulation No.57 (4) (c) of D.C. Regulations for Greater Mumbai subject to terms and conditions contained therein; a copy of the said letter dated ----- is annexed hereto as Annexure 'A'.

(b) The Additional Collector and C.A. appointed under Urban Land (Ceiling and Regulation) Act by its letters dated ----- and ----- Second Property and the said Third property was non-vacant and granted permission for redevelopment by letter dated ----- granted its No-objection for joint development of the said three properties for the area of -----sq. mt.; copies of the said letters are annexed hereto as Annexure 'B' and Annexure 'B/1' respectively.

(c) The proposal for amalgamation lay out/sub-division of the said First, Second and

Third Properties of the area of ----- sq. mt. (as per the said ULC permission was approved by BMC vide letter dated ----- bearing No. ----- which said three amalgamated properties are hereinafter called "the said Larger Property" which said Larger Property is described in the First Schedule hereunder written; copies of the said letter is annexed hereto as Annexed hereto as Annexure 'C'

(d) Pursuant to the said amalgamation as per present City Survey Records the said property bears City Survey No. ----- admeasuring ----- sq. mt., hereinafter referred to as the 'Said Property' which property is more particularly described in the Second Schedule hereunder written and City Survey No. ----- admeasuring ----- sq. mt. hereinafter referred to as the "Reserved Property".

(e) The property bearing CTS No. ----- (Reserved Property) was reserved under railway reservation. However the Central Railway by their letter bearing no. ----- dated ----- stated that the railway have no proposal of acquisition of this land in near future. However subsequently the said portion of land is now proposed to be reserved by the -----for DP road. The Building shall be entitled to deal with this portion at their discretion and obtain the benefit/s thereof from the surrender of the same. In the event such reservation is withdrawn, the Builders shall be entitled to further construction in view of the FSI of such portion and also the further construction in view of the FSI of such portion and also the further TDR which can be loaded. The Builders shall in such an event amalgamate the Reserved Property with the said Property and develop the project on the reserved jointly with the said property or develop the same in any name at their own discretion.

(f) The aid Firm had proposed to develop the said Two buildings named "-----" and "-----", respectively had been intended to be constructed on a portion of the Said Property bearing CTS No.-----admeasuring ----- sq. mt.

i.e. land property, which Property is more particularly described in the second schedule hereunder written in phases, hereinafter called the “Said Project”. The Building Raj-Legacy-I is constructed and complete which consist of Six wings namely Wing A to F and proposed Building ----- shall Wing A to F and proposed Building -----I shall consists of Three Wings namely G to I.

(g) The Plinth area together with appurtenant land that will be occupied by the said First Building is described in the Fourth Schedule hereunder written and the plinth area together with land appurtenant that will be occupied by the said Second Building is described in the Fifth Schedule hereunder written as shown in the plan annexed hereto and marked Annexure ‘D’.

(h) Layout for development of the said Property is approved by BMC on -----, hereinafter called “the Said Layout” and as per the said Layout both the said buildings will be constructed without obtaining sub-division of the said Property. Copy of the said layout is annexed hereto as Annexure ‘E’.

(i) Out of FSI available in respect of the said property, hereinafter called “the said base FSI” and additional FSI by way of TDR an aggregate FSI of ----- sq. ft. is consumed for development of the said First Building, and the Builders propose to utilize as FSI of ----- sq. ft. by way of TDR for the construction of the second building.

(j) As per said layout there are three common Recreation Grounds and one Clubhouse two internal roads out of which in respect of one internal road of 12 mtrs., width there is right of way to the adjoining property bearing C.T.S. No. -----to ----.

(k) Building No.1 viz. “-----I” consisting of Wings A to F has been constructed in the first phase. In the said First Building Wings A to C consists of stilt+ Podium+ 18 Floors and Wing D to F each consist of stilt + Podium + ----- floors.

(l) Building No.2 viz “----- – II” (l) consisting of wings G to I is the second Phase of the project. Wings G shall be of stilt + Podium + ----- upper floors, and presently the plans in respect of wings H & I of the said building No. 2 have been sanctioned for stilt + ----- upper floors however the builders may have the same constructed of Stilt + Podium + ----- upper floors and have the plans modified to consume the entire FSI at their discretion. The Builders are presently constructing the wings G, H & I of stilt plus ----- upper floors, and the wings H & I, may at the discretion of the builders be subsequently constructed of ----- or such number of floors as may be permissible as per the DC Rules of the MCGM.

(m) Plans were approved by BMC under IOD No. ----- dated -----, hereinafter called “the said First Approved Plans of First Building” for construction of Wings D to F of the said First Building and construction of the said three wings is duly completed; copy of the IOD is annexed hereto as Annexure ‘F’.

(n) Ministry of Environment and Forest has issued Environmental Clearance Letter ----- bearing No. -----, hereinafter called, “the said Environmental Clearance Letter” in respect of the said Project on the terms and conditions contained therein;

(o) The said Environmental Clearance Letter interalia contains directions to be observed during the period of implementation of the project as also after the operation project directions”.

(p) Plans for construction of wings B and C of the same said buildings, hereinafter called “the said Second Approved Plans for First Building” were approved by BMC

under IOD No.----- dated ----- and the said construction is duly completed for which Building Completion Certificate has been issued on -----;

(q) By an order dated ----- bearing No. ----- the Collector BSD granted Non-Agricultural permission on the conditions therein contained; Annexure hereto as Annexure 'G' is the said N.A. permission.

(r) A Club House is constructed in one of the said Recreation Ground for use by the purchasers of the residential premises of the First Building and the said Second Building as more particularly shown in layout Plan being Annexure E hereto;

(s) M/s ----- are appointed as Architect of the said project;

VIII (a) The said firm was registered as a joint stock company under Chapter (IX) of the Companies Act, 1956 viz. the Builders herein and Certificate of Incorporation was issued by Assistant Registrar of Companies Maharashtra Mumbai under No. -----
-----;

(b)As per the memorandum and Articles of Association of ----- Company Limited, it is entitled to carry out all the business of the firm ----- Company, and for that purpose is entitled to the said firm and its assets and its business as a going concern with all its assets and liabilities including inter alia all licenses, permits, authorizations, advantages as also outgoings, whether provided for and/or contingent and whether tangible or intangible and whatsoever and howsoever.

IX (a)Plans for the said second i.e. wings G to I building are approved by BMC under IOD No. ----- dated -----, hereinafter referred to as the Approved Plans for Second Building; copy to the IOD for second building is annexed hereto as "Annexure 'H'

(b) The Executive Engineer (Building Proposal) Eastern Suburbs have issued commencement certificate bearing No. -----dated ----- up to stilt for the second building for the second building as per the approved plans.

X After purchase of the said property, the said ----- Company and/or the said ----- Company Limited has executed documents pertaining to the creation of Mortgage of the said Property as under:

(a) By an Indenture of Mortgage dated ----- and registered with the Sub-Registrar at ----- under serial No.----- inter alia the said Property in favour of ----- Bank limited for securing the line of credit sanctioned by the said Bank.

(b) By an Indenture of Partial Release dated ----- registered with the Sub-Registrar at ----- under serial No. -----of ----- and by an Indenture of Release dated ----- registered with the Sub Registrar of ----- under serial No. ----- of ----- the said ----- Bank released the Properties mortgaged by the said Indenture of Mortgage dated ----- including the said Property favour of the said M/s -----.

(c) By an Indenture of Mortgage dated ----- and registered with the Sub Registrar of ----- under Serial No. -----the said -----had mortgaged about ----- unsold flats admeasuring about ----- sq. ft.

along with the proportionate share in the said property and receivables there from in favour of Housing Development Finance Corporation Limited (HDFC).

(d) By a Deed of Conveyance dated ----- and registered with the Sub Registrar of -----3 under serial No.----- of ----- HDFC re-conveyed ----- flats and car parking area of the said flats comprised in the said property and more particularly described in the Second Schedule to the said Deed of Re-conveyance in favour of the said ----- Limited.

(e) By an Indenture of Re-conveyance dated ----- Housing Development Finance Corporation (HDFC), and registered with the Sub Registrar of Assurances at ----- under Serial No. -----of therein referred to as the Mortgaged and ----- i.e. the Builders herein, therein referred to as the Mortgagee, the Mortgagee therein released and re-conveyed the entire properties of the Builders in their favour.

(f) Vide an Indenture of Mortgage made and entered into at Mumbai dated ----- and registered with the Sub Registrar of Assurance at ----- under serial No. -----, by and between ----- therein referred to as the Mortgagor No.-- and ----- Bank Limited therein referred to as the Mortgagee, the Mortgagor No.2 has created charge by way of Registered Mortgage in favour of the Mortgagee therein in respect of Residential Project -----II at and for the consideration and on the terms and conditions therein contained.

(g) ----- Bank Limited has vide its letter dated ----- granted permission for the sale of 66 flats in G Wing in their Project -----II by the Builders in favour of the Purchasers, and have released their lien in respect of the said ----- flats, which letter is annexed hereto as Annexure-H-1' The Builders shall have the re-conveyance from the ----- Bank executed and registered against the receipt of the entire consideration herein, excluding the payment under clause 9 (viii) and against the release of the Bank Guarantee.

- XI.** The tenements in Wings A to F of the said First Building and wing --- shall consist of residential flats and Wings H & I of the said Second Building shall have residential flats.
- XII.** The copies of the Certificate of Title dated -----, issued by M/s ----- property Register Card are sent out in Annexure 'I' and Annexure 'J' hereto;
- XIII.** By virtue of the above mentioned devolution of title and vesting of the said Larger Property in the Builders due to incorporation of the said firm as Company as mentioned in Recital clause IX above, the Builders hereby declare that they have the absolute ownership rights, title and free from encumbrances including the right to construct and sell the flats/units in the -----, consisting of entire flats ----- in wing '-----' which is to be constructed on the said Property.
- XIV.** The Purchasers have demanded from the Builders and the Builders have given inspection to the Purchasers and their Advocates M/s----- of all the documents of title relating to the said property and the plans, design and specifications prepared by the Builders Architect and the said Environmental Clearance Letter of such other document as are specified under the Maharashtra Ownership Premises

(Regulation of the promotion of Construction/Sale Management and Transfer) Act, 1963 (hereinafter referred to as “the said Act”) and the Rules made thereunder;

- XV.** The Purchaser with a view to provide residential accommodation to its employees have requested the Builders for allotment and sale to the Purchaser of 66 residential flats i.e. all the flats in Wing ‘G’ along with 66 covered parking space as per particulars set out in Third Schedule herein under written in the said Second Building viz. ----- -- II described in the Third Schedule hereunder written, herein after collectively referred to its “the said premises” which the Builders have agreed to sell to the Purchaser as a bulk deal as per the tender invited by the Purchaser on its website and in accordance with the offer submitted by the Builders vide their initial dated -----, duly modified by their amendment letter dated ----- pursuant to the corrigendum of the purchaser and finally by the Builders final offer letter dated----- and after further negotiations, which has been duly accepted by the Purchaser, and on the terms and conditions hereinafter appearing. The tender submitted by the Builders and the amendment letter referred and final letter of intent bearing No. ----- dated----- and accepted by the Builders referred to above and which are annexed hereto as Annexure ‘K’; Annexure ‘L’ and Annexure ‘M’ respectively.

NOW THIS AGREEMENT FOR SALE WITNESSED AND IT IS HEREBY AGREED,

DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. Parties agree that the recitals as contained herein above shall form an integral and operative part of this Agreement as if the same are set out and incorporated herein verbatim.
2. The Builders have constructed First Building “-----” consisting Wing ‘A’ to ‘F’ of residential flats and are constructing Wing ‘-----’ of the said Second Building “----- II” of Stilt/Podium plus ----- upper floors. Wings H & I of the said Second Building are presently being envisaged to be constructed of Stilt + ----- upper floors, however the Builders may at their discretion to consume the entire FSI or further FSI construct the wings H & I of Stilt + ---- upper floors or such number of floors as may be permissible, as more particularly described in the Second Schedule hereunder written by consuming the FSI available of the said Property along with TDR from outside sources and also with a provision to consume balance FSI and/or the future or additional or balance FSI or any FSI available either by acquiring transferable Development Rights (TDR) or extra FSI available by change of D.C. Rules or due to Road Widening or Set Back reservation or by any other means or ways or any other reason whatsoever in accordance with the approved plans and specifications which have been kept at the office for inspection and which the Purchaser/s have seen and approved.
3. It is expressly and specifically agreed and understood by the Purchaser that Wings H & I shall consist of residential flats. In case any Wing consisting of commercial premises on ground floor, the same may have a common toilet block. In the event Builders constructs commercial unit on the ground floor of the Purchaser shall not raise any objection. However the G wing shall only be for Residential usage and shall be of

stilt + ---- floors only, wherein all the flats have been agreed to be sold to the Purchasers.

4. The Purchaser/s is/are aware that the Builders have obtained the requisite permission from the Ministry of Environment and Forests (hereinafter referred to as the "MoEF Permissions") The Purchaser/s is/are aware that Indemnities furnished by the builders for various compliances, inter alia of rainwater Harvesting and Sewage Treatment Plant. The Builders have complied with all such compliances and the Purchasers covenants with the Builders that it shall compliances and the Purchasers covenants with the Builders that it shall comply with all the ongoing and recurring compliances as the assignee of the Builders, as per Maharashtra Ownership Flats Act, 1963.
5. The Purchaser/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves about the title of the owners and the Builders to the property.
6. The name and address of the Purchaser/s till possession of the premises is taken by the Purchaser/s shall be as under;

-----,
 ----- DEPARTMENT, -----
STATE BANK OF INDIA,
 -----,
 Mumbai.

7. The Purchaser/s hereby agree to Purchase and acquire all the 66 flats in Wing '----' along with ----- car parking areas as more particularly described in the third schedule hereunder written (hereinafter referred to as "the said Premises" at or for the consideration of -----, which consideration is calculated @ ----- per square foot Built up area. The total Built up area of all the Flats as per the plans approved by the MCG and as per the Tender Norms of the Purchaser is ----- square foot. This however clarified that the final consideration shall be as per the actual measurements to be carried out as per the laid down Tender down tender norms of the Purchasers after the flats are ready. However the Purchasers shall pay the installments as per the considerations to be calculated in accordance with the area as per the BMC approved plans up to clause 9 (iv). On completion of the construction the flats will be measured and final consideration shall be worked out. In the event if there is any increase or decrease in the areas, parties shall execute a Deed of Rectification and the consideration amount and the areas shall be amended/rectified. The amounts till then paid shall be adjusted from the total final consideration. The other charges like the monthly outgoings, stamp duty, Registration charges will be borne by the purchaser as per the letter of intent dated ----- . The areas of the flats forming part of the said premises inclusive of balcony is particularly shown in the typical floor annexed hereto and marked Annexure 'N'. The Purchaser/s have ascertained the said area as per the plans. The said Premises has been agreed to be sold together with the common areas and facilities appurtenant thereto and the limited common areas and facilities ass more particularly described in the Sixth Schedule and the same shall be in proportion to the area of the said Premises to the entire area of the said building. The Purchaser/s shall have no claim over limited common area save and except as expressly granted. The Purchaser/s has/have accepted the amenities provided in the said premises prior to execution of this Agreement.

8. It is expressly agreed that the said premises shall contain (save and except garage, car parking space, which shall be of a normal brick structure with cement plaster and cement flooring) specifications, fixtures, fittings and amenities more particularly as described in Eighth Schedule hereunder written and the Purchaser confirms that the Builders shall not be liable to provide any other specifications, fixtures, fittings and amenities in the said flat/premises.
9. The said shall be paid by the Purchaser to the Builder in the manner given below. The percentage referred to herein below are of the total purchase price payable by the Purchaser:-

The stages of payment will be as follows:

SI No	Stage	Schedule of payment
1	The execution and registration of agreement for sale will be done only on approval of set of building plans and obtention of commencement certificate (CC) at least up to plinth from BMC / Civic authorities.	15% of total agreed cost
2	On obtention of full commencement certificate (CC) including sanction to TDR, if required, for the proposal * Note:- In case of partial CC, the payments can be released on prorata basis at the discretion of the Bank	15% of total agreed cost
3	On completion of all RCC works to be divided floor wise including works up to foundation and plinth and podium floors.	20% of total agreed cost
4	On completion of (a) external wall, internal partitions, door frames (5%) and all other finishing items like (b) Internal Plaster, Flooring (2%), (c) External Plaster/painting, Terrace water Proofing (2%), (d) windows, door shutters and its Fixtures (iron mongerry) (3%), (e) Internal plumbing, Water supply lines, drainage lines, Sanitary fittings, Kitchen platforms etc. (3%), (f) Fire fittings, kitchen platforms etc. (5%) to be released in stages and according to progress achieved.	20% of total agreed cost
5	On completion of (a) compound development, club house, Internal road, pathways, play area, Garden, Gymnasium and Other allied works etc. 5% (b) all other external services including external plumbing, water supply, rain water sewage, drainage, electrical security, water tanks access control etc. (2.5%) (c) Installation of lifts (2.5%) to be considered in stages as per progress of work.	10% of agreed cost
6	On obtention of all NOCs, Permissions, occupation certificate/ completion certificate from BMC/Civic authorities, water supply and drainage connection, Electrical connection, testing of lifts and electrical installation from Govt. lifts inspectorate and other authorities.	10% of cost

7	On delivery of possession of all flats	7.5% of agreed cost
8	On successful completion of Defects Liability Period (DLP) of one year to be measured from the date of occupation.	2.5% of agreed cost
9	Total	100%

The above payments shall be released against Bank Guarantee to be furnished by the Builder issued by Scheduled Commercial Bank (other than SBI and its Associates) and the Bank Guarantee shall remain valid till possession is offered to the Purchaser.

The aforesaid payment shall be released by the Purchaser within a period of 7 working days from the receipt of Bank Guarantee in an accepted format approved by the Purchaser for the amount to be paid by the Purchasers in stages and in the manner detailed above. The said Guarantee shall be released by the Purchasers on receipt on receipt of occupation Certificate from MCGM. However no Guarantee shall be required to be submitted for payments in respect of Sub- clause (vi), (vii), and (viii) above. In the event if the Builders are unable to complete the construction and hand over the possession of the flats to the Purchasers, the Purchasers shall be entitled to encash the Bank Guarantee and recover the amounts till then paid by the Purchasers to the Builders. It is expressly agreed that on encashment of the Bank Guarantee by the Purchasers this Agreement shall come to an end and the purchasers shall thereafter have no claim on the property. (i.e. the ----- flats and the ----- car parkings) agreed to be purchased by them in theses presents.

10. It is expressly agreed that the time for payment of each the aforesaid installments of the purchase price shall be released within 10 working days. The certificate of the builders' Architect as to completion of any of the work mentioned in the preceding clause shall be conclusive. However, Purchasers reserve the right to verify the Architect's Certificate, whenever felt necessary. The Purchaser/s shall within the period of 10 working days from the receipt of intimation from the Builders to make payment of the installment, pay the same to the Builders failing which the Purchaser/s shall without prejudice to the right of the Builders to determine this Agreement be liable to pay interest on the defaulted installment at the rate of 15% p.a. till realization.
11. The Purchaser/s is/are aware that the builders are entering into similar Agreements with several other parties in respect of other Flat/Unit in the said Building (but not in "G Wing) containing similar terms and conditions save and except the sale price which may be mutually agreed upon between the Builders and each new Purchaser/s in other wings other than "-----" wing.
12. Nothing contained in these presents shall be constructed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over or as a grant in law of the said Flat/Unit or the said building or any parts thereof such conferment or grant to take place only upon the transfer by formal document and execution thereof in respect of the said property or part thereof together with the said building to a Condominium or any other body to be formed by the Purchaser/s of different premises as stated herein.

13. The Purchasers have agreed to take possession on obtention of occupation Certificate/part Occupation Certificate for the -----wing from the MCGM without insisting upon Building Completion Certificate. The certificate of the Architects of the Builders enclosing the certified True Copy of the Occupation/Part Occupation Certificate shall be conclusive.

14. It is hereby expressly agreed and confirmed by the Purchaser/s that the right of the Builders to construct additional structure/s on the said property or any portion thereof or put up further additional floors on the said building except G wing, now under construction or to amalgamate the said property with any other property and to carry out development thereon is an integral part of this Agreement for sale of the said premises to the Purchaser/s and the Purchaser/s will not in any manner/object to the Builders constructing such additional structures or carrying out any additional construction work on the said Building now under construction. However, no inconvenience of any kind will be caused to the Purchasers of all flats in '----' wing by the Purchasers.

15. It is hereby expressly agreed and provided that as long as it does not in any way affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Flat agreed to be purchased by the Purchaser/s, the Builders shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their right, title or interest in the said property except "----" in the building to be constructed by the Builders. The mortgage or other encumbrance created by the Builders shall be cleared by the Builders on its own prior to giving possession of the said property to the proposed Co-operative Society, to be formed by the Builders as per provisions of Maharashtra Ownership Flats Act, 1963, amended up to date.

16. The Purchaser/s covenant/s with the Builders that HE/SHE/THEY the Purchaser/s:
 - i. Shall not carry on any work or use the said premises or permit the same to be used for any purpose whatsoever other than as a premises and what is prescribed by the Municipal Corporation of Greater Mumbai in its Bye-laws and Rules and Regulations nor for any purpose or in a manner which may or is likely to cause or be a source of nuisance or annoyance or disturbances or inconveniences to the Builders or occupiers of the other premises in the same building or neighboring properties not for any illegal or immoral purposes. The Purchaser shall use the stilt or open parking space only for purpose of keeping or parking the Purchasers own vehicle;
 - ii. Shall not at any time demolish or cause to be demolished the said premises or any part thereof agreed to be taken by the Purchasers nor will the Purchasers at any time make or cause any additions or alterations of whatsoever nature in or to the said premises or any part thereof, otherwise as provided in law.
 - iii. Shall not enter or remain in the said property/said larger Property or any portion thereof without the prior written permission of the builders and at their own risk. The Builders shall not be responsible or liable for any damages, injuries, mishap, fatal or otherwise in respect thereof;

- iv Shall pay the respective arrears of price payable by them, as soon as building is notified by the Builders as complete within seven days of such notice served individually or put at some prominent place in the building.
- v. After the possession of the said flats is handed over on issuance of Occupation Certificate/Part Occupation Certificate to the purchasers and if any additions or alterations in or about or relating thereto are thereafter required to be carried out by the Municipality or competent authority, the Purchasers agrees that such additions or alterations shall be carried out by the Purchasers and the Purchaser of the other flats/premises in the said building at their own risk and costs and the builders shall not be or be held to be in any manner liable or responsible for the same.
- vi. After taking possession of the flats on receipt of Occupation Certificate from MCGM, the purchasers shall always keep the said flats/unit purchased by them properly insured against loss or damages by the fire and/or any other risk and the Purchaser shall not do or permit to do or permit to be done any act deed matter or thing which may render to do or permit to be done any act deed matter or thing which may render void or voidable the insurance effected on the property or render higher or increased premium to be payable in respect thereof. If any such higher premium becomes payable then the Purchaser shall bear and pay the same. All the moneys as and when received by virtue of any such insurance shall be spent in re-building and/or repairing the premises. Whenever during the said term the said building or any part thereof shall be destroyed or damaged for any reason whatsoever the purchaser/s shall pay his/her/their share for reinstating and repairing the same. The Purchaser/s shall also pay his/her/their proportionate share for keeping the said building in good and substantial repair and condition to the satisfaction of the Builders.
- vii. Shall not obstruct, keep or store or permit to be obstructed kept or stored any goods, articles, things and other merchandise or to park or permit to be parked at any time vehicles, wagons, cars, lorries, trollies etc. in the compound of the said plot;
- viii. Shall not store in the said premises any goods of hazardous or combustible nature or which are too heavy to effect the construction or the structure of the said building;
- ix. Shall not close balconies or open space or any other space or make any alteration in the elevation and shall not put in any window ventilator or on exterior of the said premises except at the entrance of the said premises a sign board or plate outside the same signifying his ownership of the same;
- x. Shall not throw dirt, rubbish, rags, waste or refuse or permit the same to be thrown in the passages, landing, staircase, corridors, sinks, baths or lavatories on the said building and the open spaces around the said building and in the like manner shall not store any article or merchandise in the said passages, landings, staircases and corridors in the said building and the open spaces around the said building.

- xi. Shall not decorate or paint the exterior of the said premises otherwise than in manner agreed to by a majority of the tenement accorders, occupiers or users of the premises comprised in the building and failing such Agreement in the manner as near as may be to which then same was previously decorated or painted.
 - xii. Shall observe and perform the terms, conditions and covenants contained in this Agreement so far as the same are not required to be observed and performed by the Builders and to indemnify and keep indemnified the Builders against the non-observance and non-performance of the said terms, conditions and covenants except so far as the same ought to have been observed and performed by the Builders;
 - xiii. That the Builders not be liable to execute any separate legal transfer in respect of the said flat/premises of the Purchasers;
 - xiv. That so long as each flat/premises in the building shall not be separately assessed for municipal charges and water tax, the Purchaser/s shall pay a proportionate to the carpet area of the premises of the water tax and municipal taxes and maintenance charges assessed on the whole building PROVIDED HOWEVER that if any special taxes and/or rates are demanded by Bombay Municipal Corporation or any authority by reason of any permitted use of the said premises and road, the Purchaser/s and other Purchasers shall observe and perform all rules and regulations of municipal Corporation of Greater Mumbai and other statutory bodies and shall indemnify and keep indemnified the Builders against any loss or damages;
 - xv. Shall maintain at his own costs the said flat/unit agreed to be acquired by the Purchasers in the same good conditions state and other in which it is delivered to them and shall abide by all the bye-laws, rules and regulations of the Government, Municipal Corporation of greater Mumbai and Appropriate Authority or any other Competent Authority and shall attend, answer and be responsible for call notices, violations of any of the conditions for the observance and performance of the said rules and bye-laws;
 - xvi. Shall keep the said flat/unit and walls and partition walls, sewers, drains, lift, pump and appurtenances thereto in good tenantable repairs and conditions and in particular so as to support shelter and protect the various parts of the building;
17. On possession being taken by the Purchaser/s of the said premises the Purchaser shall not be entitled to make and shall not make any claim objection, contention, or proceedings against the Builder regarding the same building or the said flat/premises or any part thereof or any item thereon or in respect of anything connected with the same including quality of construction, material and additions or alterations, etc. or which may be alleged not to have been carried out or completed or of defective workmanship and all such claims, contentions and objections, if any, shall be treated and deemed to have been extinguished and/or waived as the Purchaser/s have been extinguished and/or waived. However, if any defect is found within the Defect Liability Period, the same shall be repaired/replaced by the Builder without any demur.

18. The Purchaser/s is/are informed by the builders that the arrangements for water supply has been made as per prevailing rules and regulations of BMC at the time of sanction of water connection and subject to the undertakings which may be required to be given by the Builders and/or on behalf of the builders to BMC and subject to any terms and conditions, which may be stipulated by BMC. In spite of this, if any shortage of water supply occurs, the builders shall not be liable for the same and shall not be liable to supply any additional pumps or tanks or any other things or make any additional or other arrangements in that behalf. Any deposit or deposits required to be paid by the Builders to BMC in that behalf or to be paid by the Builders, out of the deposits to be paid by the Purchaser/s to the Building hereunder and if the Builders shall pay the said deposits or any part thereof out of their pocket, they shall be entitled to reimburse themselves for such payments out of the said deposits proportionate to the "G" wing only.
19. The Purchaser/s shall have no claim or right to any part of the said property or the said larger property and also any part or parts of the said building other than the said flat/premise/unit agreed to be taken by him/her/them. All lobbies, staircase, remain the property of the Builders until the whole property is assigned and transferred to the Co-operative Society as the case may be as herein mentioned but subject always to the rights, reservations, covenants and easements in favour of the Builders as herein provided.
20. The Purchaser shall utilize the Recreation Ground and Club House facility and all common facilities jointly with all the Purchasers of Flat/Unit in the said two building. Irrespective of dispute, if any, arising or/and pending at any time between the Builders and the Purchaser and/or Co-operative Society or any other body all amounts, contribution and deposits including amount mentioned hereunder, payable by the Purchaser to the Builder and shall not be withheld by the Purchaser for any reason whatsoever.
21. The Builders shall in respect of any amount due and payable by the purchaser under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser without prejudice to the Builders other rights under this Agreement and/or law. The Purchaser shall be liable to pay to the Builders interest at the rate of 15% per annum on all the amount due and payable by Agreement, if such amount or amounts remain unpaid for ten days or more after becoming due and shall not paid punctually by the Purchaser to the Builders and shall not be withheld by the Purchaser for any reason whatsoever.
22. The Purchaser shall permit with the prior intimation to the Builders and their Surveyors and agents with or without workmen and all others at all reasonable time to enter into and upon the said Flat/Unit or any part thereof to view and examine the state and condition thereof and/or for the purpose of repairing any part of the building and/or the said flat/unit and/or for the purpose of making repairing, maintaining, rebuilding, creating, lighting and keeping in order and good condition all service, lift, pumps, drains, pipes, cables, water covers, gutters, wires, part structures or other conveniences belonging to or used for the said building and also for the purpose of

laying down, maintaining, repairing and testing drainage, gas and water pipes and cutting of the supply of water to the said flat/premises or any other flat/premises in case the Purchaser or other Purchaser shall have made any default in paying their share of water charges/tax and any other expenses of similar nature incurred thereto.

23. The Purchaser/s shall pay all the amounts and monthly outgoings for the costs and expenses on the items that are more particularly described in the Seventh Schedule.
24. The Purchaser agree to sign and deliver to the Builders before taking possession of the said flat/premises all writings and paper as may be reasonably necessary and required by the Builders including or expedient for formation and registration of the Society.
25. The Purchaser agrees and undertakes on demand to do, execute and deliver and cause to be done, executed and delivered all acts, deeds, things, matters, documents, letter, writings and papers as may be reasonably required by the Builder for further better or more perfectly affecting or carrying out the provisions hereof or for protecting or preserving the rights and interest of the Builders for securing the due fulfillment of the provisions hereof on the part of the Purchaser.
26. The Builder alone shall have a right to make additions and alterations to the said building or any parts or part thereof except on wing "G" and also to raise or put up additional storey or storeys or structure on the open land or open part or parts transfer of the property and such right shall include the right to use the floors space index or the additional floor space which may be available in respect of the said property over any other property or vice versa at any time in future or by use of TDR and as may be permitted by BMC and such additional floor space Index, additions and alterations and additional structures or storeys shall always be and shall always deemed to be the sole property of the Builders who shall be entitled to deal with or dispose of the same in any way they choose without any objection or hindrances from the Purchaser and the use of the terrace and parapet walls of the terrace and the Builders shall have the exclusive use of the society subject only to the access thereto of the said Society to attend to any leakages from terrace and/or to the water tanks, lift machines room on the said terrace or any repairs to the same. The terrace on the top building including the parapet walls shall always be the property of the Builders until the formation of the society. The Agreement with the Purchaser of the Flat/premises in the said building shall be subject to aforesaid rights of builders who shall be entitled to use the said terrace.
27. If after the possession of the said flat/shop/premises/unit offered to the Purchaser any additions/alterations in or about relating to the said building or any part thereof are at time required to be made by the Government, Municipality or any Statutory, Public or Local Authority the same shall be the responsibility of the Purchaser and all other purchasers of the said flat/premises in the building shall be carried out by the purchasers in the said building at the cost and expenses and the Purchasers and other such purchasers shall bear and pay the said in the proportion of the area of their respective flat/premises and shall be liable for any fine, penalty, action or proceedings and costs, damages and expenses or injury which may be contribution thereof immediately on demand.

28. The Builders shall either form and register one Co-operative Society of the purchasers of all the flats/premises in the buildings ----- and ----- or register a separate co-operative society of the purchasers of all the flats in the building known as ----- . In the event one society is formed, the Builders shall convey the said property along with the said first building and the second building along with club house and RG in the said property unto and in favour of such society of the both the buildings and in case separate societies are formed of each the said buildings then the builders shall execute joint Conveyance in favour of each of the said Societies with proportionate rights to each society i.e. ----- and -----.
29. On being called upon to take possession of the flats and garages as specified the Purchasers shall as advance maintenance for a period of 18 months' pay an amount of Rs..... (Rupees..... only) which is calculated @ Rs..... per sq. ft per month on account of the outgoings and expenses inclusive of those mentioned in the Seventh Schedule hereto. Subsequently the Purchasers shall pay the amount calculated at the aforesaid rate to the society or the builders till the formation of Society. The aforesaid payments are not final and exact and same shall be adjusted towards the final and exact amount to be decided by the Society to be formed by the Builders of the Purchasers of premises in the Second Building. The Purchasers shall thereafter continue to pay the maintenance charges to the Society as may be required.
30. The Builder hereby confirms that the expenses for such matters will be incurred from such common pool account of all the flat owners maintained separately by them till the Co-Operative Housing Society of the flat purchasers formed, takes over such functions from the Builders. The Builders hereby confirms that they will maintain the details of expenditure so incurred and transfer the balance amount to the Society on its formation.
31. In the event of delay in formation of the Society and the common pool funds are fully utilized, the purchaser hereby agree to pay further advance payment to meet such monthly outgoings as deemed necessary for further period. The Purchasers hereby agree to contribute and/or pay their proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Seventh Schedule hereunder written as and when the same is demanded by the Builders, till the formation of the Society.
32. The Purchasers hereby agree to contribute and/or pay his proportionate share towards the costs, expenses and outgoings in respect of the matters specified in the Seventh Schedule hereunder written as and when the same is demanded by the Builders, till the formation of the Society when the land and building are transferred to it.
33. The Purchasers shall also pay the further amounts on account of payment for the levy or tax payable as provided in clause 34 hereunder below.
34. Notwithstanding payment towards maintenance charges and the other outgoings as provided in item (l) of sub-clause (f) of clause 35 hereto, the Purchaser shall, however, continue to be liable monthly outgoings as provided on account of expenses for items as mentioned in Seventh Schedule hereto. The Builders shall at their option be entitled to make payment of Municipal Taxes and other outgoings on behalf of the Purchasers

out of the said deposit and the balance of the said deposit and other deposit shall be transferred to the proposed society to the credit of the Purchasers at the time of the transfer of the said property.

35. Over and above payment of professional charges for forming the proposed Co-Operative Society for preparing Conveyance and other documents in favour of such proposed Co-Operative Society, as provided ____, the Purchaser shall pay on demand stamp duty and registration charges, if any, payable on the documents to be executed in favour of the Purchaser and/or any additional professional charges payable for the same. The Builders shall not be liable to bear any cost or expenses. All such documents shall be prepared by the Builders Advocates.
36. Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchasers shall not be construed as a waiver on the part of the Builders or any breach of non-compliance of any of the terms and conditions of this Agreement and until they obtain previous consent in writing of the Builders.
37. If the Purchasers neglects, omits or fails for any reason whatsoever to pay to Builder any of the amount due and payable by the Purchasers under the terms and conditions of this Agreement within the time herein specified, the Purchasers shall be liable to pay interest on such delayed payments at the rate of 15% p.a.
38. The said Building shall always be known as "-----" and the name of the Co-Operative Society or Limited Company / Association to be formed shall always bear the same i.e. "-----" and this shall not be changed without the written permission of the Builders. The Building will be constructed as per the best Civil Engineering practice and the same shall be with earthquake resistant RCC framed structure. The amenities and specifications provided by the Builders shall be as per Annexure 'O'.
39. After the construction of the said buildings is completed and all the tenements in the said building are sold and disposed off and after the Builders have received in full the dues payable to them under the terms of this Agreement and the Agreement with various Purchaser/s the Builders shall execute Conveyance of the said property which shall be the resultant of the said property less the area of any set back or reservations surrendered by the Builders, together with the said building in favour of the Association of Purchasers either Society or any other body.
40. All letters, receipts, and/or notices issued by the Builders and dispatched under certificate of posting/ registered post to the address of Purchaser/s be sufficient proof of receipt of the same by the Purchaser/s and shall fully and effectually discharge the Builders.
41. The Agreement shall always be subject to the provisions contained in Maharashtra Ownership Flat Act, 1963 and the Maharashtra Ownership Flat Rules, 1964, or any amendments or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The Builders shall attend to office of the Sub-Registrar of Assurance, Mumbai for admitting execution upon receipt of the information in writing from the Purchaser/s. The Purchaser/s will bear and pay the costs of registration

charges, stamp duty etc. The Purchaser/s shall lodge this Agreement for registration within one month from the date hereof. Till this Agreement is not registered, the Builders shall not be bound to hand over possession of the said flat/premises to the Purchaser/s.

42. The Deposits and moneys paid by the Purchaser/s to the Builders as provided hereinafter deducting the costs, charges and expenses shall be transferred by the Builders only to the Co-Operative Society or any other body as the case may be as hereinabove mentioned and such deposits shall bear no interest from the day they are paid till the day they are transferred as hereinabove mentioned.
43. It is hereby agreed that the Builders will be entitled to sell the flat/premises, in the said building excepting "G" wing for the purpose of using the same as Banks, Dispensaries, Nursing Homes and/or Maternity Home, Coaching Classes and for other business purpose and the Purchaser/s shall not object to the user of the said flat/premises for the aforesaid purpose by the Purchaser/s thereof, subject to not creation of Noise Pollution etc. which may not be conducive for peaceful living by residents.
44. The Purchaser/s agree/s and undertake/s to pay to the Builders all outgoing, maintenance charges and taxes allocable to the said flat/premises proportionately and on that account shall pay to the Builders every month provisional calculated @ Rs..... per sq. ft. of Built up area as per the tender norms of the Purchasers, per month for the premises on account of and towards the aforesaid outgoing along with maintenance charges and taxes of the building from the date of receipt of the notice to take possession the Purchaser/s until the property is transferred to a Co-Operative Society Limited. The Builders shall be entitled to claim enhanced amount towards monthly payment of outgoing, maintenance charges and taxes, if the total outgoing payable exceed the amounts payable by the Purchaser/s as provided herein.
45. In the event of any portion of the said property being required by the Reliance Energy Limited for putting up an electric sub-station, the Builders shall be entitled to give such portion to the said Reliance Energy Limited or any other body for such purpose on terms and conditions as the Builders may think fit.
46. In the event of any portion of the land being notified for set back prior to the transfer of the property to the Condominium/Co-Operative Housing Society or any other body the Builders alone shall be entitled to receive the amount of compensation or FSI for setback land.
47. The Builders shall hand over possession of the said property to the Co-operative Society/ies or any other body viz. company etc. to be formed by all the Purchaser/s, upon all the tenements having been sold and the Builders having received full purchase price from all the Tenants, Purchasers.
48. It is expressly agreed by the Purchaser that any amount payable on account of service tax, VAT or such other applicable taxes shall be borne and paid by the Purchaser alone over and above the consideration and the other sums payable under this Agreement. Any increase in BMC Tax namely taxes imposed by the Assessment and Collection Department of BMC etc. shall be borne and paid by the Purchaser alone.

49. It is specifically agreed that Stamp duty and Registration charges in respect of this Agreement shall be borne and paid by the Purchaser alone.
50. The Building proposed to be constructed on the said property is expected to be completed and possession of the said Flat/Unit is expected to be delivered within 15 (fifteen months) from the date of execution of these presents with a grace period of two months, subject however to the availability of Cement, Steel and other building materials, electrical and/or other power connection, elevator, drainage and water connection and subject to any Civil Commotion or any Act of God or any other natural calamities or Act of State or Force Majeure or any act of enemy, war or law or ordinance restraining sale of development of land or any litigation or any objection of Municipal or other authorities or any other reason or circumstances whatsoever beyond the control of the Builders and in such event the time for completion of the building and delivery of possession of the said flat/premises shall stand and be automatically extended for such further time as the Builders may determine. However, the Purchaser shall be entitled to a penalty calculated @0.5% of the total consideration value per week of delay subject to a maximum penalty of 5% of the total consideration value of the Property being purchased by this Purchaser (SBI).
51. The Purchaser/s shall be liable to pay maintenance charges as stated herein of the said flat/premises within seven day of the Builders giving written notice, intimating to the Purchaser/s that the said flat/premises is ready for occupation.
52. The Builders shall in respect of any amount due and payable by the Purchaser/s under the terms and conditions of the Agreement have first and paramount lien and charge on the said flat/premises agreed to be acquired by the Purchaser/s without prejudice to the Builders other rights under this Agreement and/or laws. The Purchaser/s shall be liable to pay to the Builders interest at the rate of 15% per annum on all amounts due and payable by them to the Builders under the terms and conditions of this Agreement, if such amount or amounts remain unpaid for ten days or more after becoming due.
53. This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in _____. **IN WITNESS WHEREOF the Builders through authorized representative and the Purchaser hereto have hereunto set and subscribed their respective signature on the day and year hereinabove written.**

THE FIRST SCHEDULE ABOVE REFERRED TO
(Description of Amalgamated Plot)

ALL THAT pieces or parcels of land or ground admeasuring in aggregate -----sq. mt. (-----sq. mt., as per ULC NOC) and shown as admeasuring -----sq. mt., as per present City Survey Records situate at Village ----- (i) in the Bombay Suburban district which prior to amalgamation thereof was bearing the particulars as under:

Sr. No.	C.T.S. No.	Survey No.	Hissa No.	Area	Sq. Mt.
1.					

- 2.
- 3.

And which said property after amalgamation bears the particulars as under:

Sr. No.	C.T.S. No.	Area Sq. Mt.
---------	------------	--------------

- 1.
- 2.

And bounded as follows:

On or towards EAST by: -----;

On or towards WEST by: -----;

On or towards NORTH by: By property bearing -----

On or towards SOUTH by: By property bearing -----

THE SECOND SCHEDULE ABOVE REFERRED TO

(Description of Said Property)

ALL THAT pieces or parcels of land or ground admeasuring in aggregate ----- sq. mt. as per present City Survey Records and bearing CTS No.-----situate at Village --- ----- in the -----district which prior to amalgamation thereof was bearing the particulars as under;

THE THIRD SCHEDULE ABOVE REFERRED TO

(Particulars of the Premises agreed to be purchased by the Purchaser)

Sr. No.	Wing	Flat No.	Floor No.	Carpet area as per Builders	Built up area as per Purchasers norms as stated in tender and to be jointly measured after Completion	Built up area for stamp duty calculation calculated as carpet area X
1						
2						
3						
4						
5						
6						

7						
8						
9						
10						
			Total			

Covered Parking	
Sr. No.	Parking No.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Description of portion occupied by First Building)

ALL THAT portion of land occupied by the Plinth area together with appurtenant land approximately 6830 sq. meters of the First Building known as -----” as shown in plan annexed hereto and marked as Annexure ‘A’ and being a portion of the property described in the First Schedule hereunder written situated at Village ----- and bearing C.T.S. Nos. -----and-----.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Description of Common Area and Facilities)

1. Common Passages.
2. Staircase and Lift well.
3. Top Terraces.
4. Septic Tanks.
5. Overhead and suction water storage tanks.
6. Electric Meter Room.
7. Pump Room.
8. Two Internal Roads.
9. Three Recreation Grounds with Clubhouse.
10. Entrance Lobby on Ground Floor.

LIMITED COMMON AREAS:

1. Floor Lobbies
2. Exterior walls

THE SEVENTH SCHEDULE ABOVE REFERRED TO:

All the cost and expenses on account of:

1. Property Taxes levied by the MCGM
2. Water Bills and charges levied by the MCGM.
3. NA Taxes and other items of land Revenue imposed by the Government or any other Authority.
4. On account of Maintenance, upkeep and security of the Buildings, R.G. Club House etc. which includes the payments on account of Salaries etc. of concerned personnel, and such other payments.
5. The expenses of maintaining, repairing, redecorating etc. of the buildings and in particular the roof, gutters and rain water pipers of the buildings, water pipes and electric wiring in, under or upon the buildings or enjoyed or used by the Purchaser/s in common with the other occupiers of other shop, flats and offices and the main entrance passage, landing and staircases of the buildings as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary compound walls of the buildings, compounds, terraces etc.
6. The costs of cleaning and lighting the passages, landings, terraces, staircases and other parts of the buildings so enjoyed or non-enjoyed or used by the Purchaser/s aforesaid.
7. Maintenance of Garden and recreation place, internal roads.
8. The costs of the salaries of clerks, bill collectors, sweepers, lift attendants, watchmen, security guards, water connections, etc.
9. The costs of working and maintenance/replacement of water pumps, lifts, lights, sewerages, pumping station and other services.
10. Municipal and other taxes.
11. Insurance of the buildings.
12. Legal expenses and other professional charges and incidental costs to be incurred.
13. Cost of Tube well, motive power machine i.e. oil operated/electric pump, motor and its maintenance/replacement etc.
14. Such other expenses necessary or incidental for the maintenance and upkeep of the building.

SIGNED AND DELIVERED) **For** -----

Within named: **BUILDERS**)

M/s. -----)

By the hands of its director Shri -----,)

, duly authorized by a resolution)

Passed in the meeting of the Board of)

Directors of the Company dated)

_____ in the presence of)

SIGNED AND DELIVERED)

Within named: PURCHASER/S)

STATE BANK OF INDIA)

By the hands of its Dy. General Manager)

(Premises) Shri _____,)

duly authorized vide Notification dated)

-----by Central Office of SBI ORG)

in the presence of _____)