



AGREEMENT FOR

FLAT NO. \_\_\_\_\_ BLOCK \_\_\_\_\_

**BETWEEN**

**HIMATSINGKA INFRASTRUCTURE PRIVATE LIMITED**  
..... **SELLER**

**AND**

\_\_\_\_\_  
..... **BUYER**

MR. JYOTIRMOY ROY  
Advocate  
Nawjan Apartment, 2<sup>nd</sup> Floor, Unit No. 4  
C-26 (10), Nawjan Road, Uzan Bazar, Charili  
Guwahati – 781 001

## TABLE OF CONTENTS

<b>1.</b>	<b>Date</b>	...	...	...	...	<b>1</b>
<b>2.</b>	<b>Place</b>	...	...	...	...	<b>1</b>
<b>3.</b>	<b>Parties</b>	...	...	...	...	<b>2</b>
<b>4.</b>	<b>Subject Matter of Agreement</b>	...	...	...	...	<b>2</b>
4.1	Transfer of Said Flat And Appurtenances	...	...	...	...	<b>2</b>
4.1.1	Said Flat	...	...	...	...	<b>2</b>
4.1.2	Land Share	...	...	...	...	<b>2</b>
4.1.3	Parking Space	...	...	...	...	<b>2</b>
4.1.4	Share In The Common Portions	...	...	...	...	<b>2</b>
4.1.5	Said Flat And Appurtenances	...	...	...	...	<b>2</b>
<b>5.</b>	<b>Background</b>	...	...	...	...	<b>3</b>
5.1	Ownership and Title of Seller	...	...	...	...	<b>3</b>
5.2	Sanctioned Plan	...	...	...	...	<b>3</b>
5.3	Scheme	...	...	...	...	<b>3</b>
5.4	Application and Allotment Letter	...	...	...	...	<b>3</b>
5.5	Agreement to Record	...	...	...	...	<b>3</b>
<b>6.</b>	<b>Conditions Precedent</b>	...	...	...	...	<b>3</b>
6.1	Acceptance of Conditions Precedent	...	...	...	...	<b>3</b>
6.1.1	Financial and Other Capacity of Buyer	...	...	...	...	<b>3</b>
6.1.2	Satisfaction of Buyer	...	...	...	...	<b>3</b>
6.1.3	Measurement	...	...	...	...	<b>3</b>
6.1.4	Parking Space Allotment	...	...	...	...	<b>3</b>
6.1.5	Rights Confined to Said Flat and Appurtenances	...	...	...	...	<b>3</b>
6.1.6	Covenants	...	...	...	...	<b>4</b>
6.1.7	Common Portions Subject to Change	...	...	...	...	<b>4</b>
6.1.8	Extension/Addition of Project	...	...	...	...	<b>4</b>
<b>7.</b>	<b>Commencement and Validity</b>	...	...	...	...	<b>4</b>
7.1	Date of Commencement	...	...	...	...	<b>4</b>
7.2	Validity	...	...	...	...	<b>4</b>
<b>8.</b>	<b>Total Price, Payment and Extras</b>	...	...	...	...	<b>4</b>
8.1	Total Price	...	...	...	...	<b>4</b>
8.2	Payment of Total Price	...	...	...	...	<b>4</b>
8.3	No Notice for Payment	...	...	...	...	<b>4</b>
8.4	Extras	...	...	...	...	<b>4</b>
8.4.1	Proportionately	...	...	...	...	<b>4</b>
	(a) Increase Due to Circumstances Of Force Majeure	...	...	...	...	<b>4</b>
	(b) Special Amenities/Facilities	...	...	...	...	<b>5</b>
8.4.2	Wholly	...	...	...	...	<b>5</b>
	(a) Electricity	...	...	...	...	<b>5</b>
	(b) Formation of Association	...	...	...	...	<b>5</b>

	(c) Legal Fees/Charges	...	...	...	...	5
	(d) Stamp Duty and Registration Costs	...	...	...	...	5
	(e) Upgradation	...	...	...	...	5
	(f) Advance Common Expenses/Maintenance Charges	...	...	...	...	5
	(g) Common Expenses/Maintenance Deposit	...	...	...	...	5
8.5	Basis of Payment	...	...	...	...	5
<b>9.</b>	<b>Construction, Completion of Sale and Facility Manager</b>	...	...	...	...	<b>6</b>
9.1	Construction by Seller	...	...	...	...	6
9.2	Quality, Workmanship & Acceptance of Variations etc.	...	...	...	...	6
9.3	No Hindrance	...	...	...	...	6
9.4	Basic Duty of Buyer	...	...	...	...	6
9.5	Completion Time	...	...	...	...	6
9.6	Possession of Said Flat and Parking Space	...	...	...	...	6
9.6.1	All Payments Before Possession	...	...	...	...	6
9.6.2	Possession Notice and Date Of Possession	...	...	...	...	6
9.6.3	Meaning of Completion	...	...	...	...	6
9.6.4	Complete Satisfaction on Possession	...	...	...	...	6
9.6.5	Commencement of Outgoings	...	...	...	...	7
9.7	Seller's Obligations	...	...	...	...	7
9.7.1	Construction of Said Flat	...	...	...	...	7
9.7.2	Construction According to Specifications	...	...	...	...	7
9.8	Completion of Sale	...	...	...	...	7
9.9	Facility Manager	...	...	...	...	7
<b>10.</b>	<b>Buyer's Covenants and Seller's Covenants</b>	...	...	...	...	<b>7</b>
10.1	Buyer's Covenants	...	...	...	...	7
10.1.1	Buyer Aware of and Satisfied with Common Portions and Specifications	...	...	...	...	7
10.1.2	Buyer to Mutate and Pay Rates & Taxes	...	...	...	...	7
10.1.3	Buyer to Pay for Common Expenses/Maintenance Charges	...	...	...	...	8
10.1.4	Buyer to Pay Interest for Delay and/or Default	...	...	...	...	8
10.1.5	Seller's Charge/Lien	...	...	...	...	8
10.1.6	No Obstruction by Buyer to Further Construction	...	...	...	...	8
10.1.7	No Rights of or Obstruction by Buyer	...	...	...	...	8
10.1.8	Variable Nature of Land Share and Share In Common Portions	...	...	...	...	8
10.1.9	Buyer to Participate in Formation of Association	...	...	...	...	8
10.1.10	Obligations of Buyer	...	...	...	...	9
	(a) Co-operate in Management and Maintenance	...	...	...	...	9
	(b) Observing Rules	...	...	...	...	9
	(c) Paying Electricity Charges	...	...	...	...	9
	(d) Meter and Cabling	...	...	...	...	9
	(e) Residential Use	...	...	...	...	9
	(f) No Alteration	...	...	...	...	9
	(g) No Structural Alteration	...	...	...	...	9
	(h) No Sub-Division	...	...	...	...	9
	(i) No Changing Name	...	...	...	...	9
	(j) No Nuisance and Disturbance	...	...	...	...	9
	(k) No Storage in Common Portions	...	...	...	...	10
	(l) No Obstruction to Facility Manager/Association	...	...	...	...	10
	(m) No Obstruction of Common Portions	...	...	...	...	10
	(n) No Violating Rules	...	...	...	...	10
	(o) No Throwing Refuse	...	...	...	...	10

(p)	No Injurious Activities	...	...	...	...	10
(q)	No Storing Hazardous Articles	...	...	...	...	10
(r)	No Signage	...	...	...	...	10
(s)	No Floor Damage	...	...	...	...	10
(t)	No Installing Generator	...	...	...	...	10
(u)	No Use of Machinery	...	...	...	...	10
(v)	No Misuse of Water	...	...	...	...	10
(w)	Damages to Common Portions	...	...	...	...	10
10.1.11	Notification Regarding Letting	...	...	...	...	10
10.2	Seller's Covenants	...	...	...	...	10
10.2.1	Completion of Transfer	...	...	...	...	10
10.2.2	No Creation of Encumbrance	...	...	...	...	10
10.2.3	Documentation for Loan	...	...	...	...	11
<b>11.</b>	<b>Termination and its Effect</b>	...	...	...	...	11
11.1	Breach/Cancellation by Buyer	...	...	...	...	11
11.2	Breach by Seller's Covenants	...	...	...	...	11
11.3	Effect	...	...	...	...	11
<b>12.</b>	<b>Taxes</b>	...	...	...	...	11
12.1	Obligation Regarding Taxes	...	...	...	...	11
<b>13.</b>	<b>Defects</b>	...	...	...	...	11
13.1	Decision of Architect Final	...	...	...	...	11
<b>14.</b>	<b>Force Majeure</b>	...	...	...	...	12
14.1	Circumstances of Force Majeure	...	...	...	...	12
14.2	No Default	...	...	...	...	12
<b>15.</b>	<b>Miscellaneous</b>	...	...	...	...	12
15.1	Indian Law	...	...	...	...	12
15.2	One Transaction	...	...	...	...	12
15.3	Confidentiality and Non-Disclosure	...	...	...	...	12
15.4	Partial Invalidity	...	...	...	...	12
15.5	No Claim of Un-Enforceability	...	...	...	...	12
15.6	Right of Possession	...	...	...	...	12
15.7	Nomination by Buyer with Consent	...	...	...	...	12
15.8	Entire Agreement	...	...	...	...	13
15.9	Counterparts	...	...	...	...	13
15.10	Amendments/Modifications	...	...	...	...	13
15.11	Reservation of Rights	...	...	...	...	13
15.12	Waiver	...	...	...	...	13
15.13	No Agency	...	...	...	...	13
<b>16.</b>	<b>Notice</b>	...	...	...	...	13
16.1	Mode of Service	...	...	...	...	13
<b>17.</b>	<b>Alternative Dispute Resolution</b>	...	...	...	...	13
17.1	Legal Advisor	...	...	...	...	13
17.1	Disputes and Arbitration	...	...	...	...	13
17.2	No Legal Proceeding without Recourse to Arbitration	...	...	...	...	14

<b>18.</b>	<b>Jurisdiction</b>	...	...	...	...	<b>14</b>
18.1	District Court and High Court	...	...	...	...	<b>14</b>
<b>19.</b>	<b>Rules of Interpretation</b>	...	...	...	...	<b>14</b>
19.1	Number and Gender	...	...	...	...	<b>14</b>
19.2	Headings	...	...	...	...	<b>14</b>
19.3	Schedules and Plans	...	...	...	...	<b>14</b>
19.4	Definitions	...	...	...	...	<b>14</b>
19.5	Documents	...	...	...	...	<b>14</b>
19.6	Successors	...	...	...	...	<b>14</b>
19.7	Statutes	...	...	...	...	<b>14</b>
<b>1st Schedule</b>		...	...	...	...	<b>14</b>
Part-I	(Said Property)	...	...	...	...	<b>14</b>
Part-II	(Devolution Of Title)	...	...	...	...	<b>15</b>
<b>2nd Schedule</b>		...	...	...	...	<b>16</b>
Part-I	(Said Flat)	...	...	...	...	<b>16</b>
Part-II	(Parking Space)	...	...	...	...	<b>16</b>
Part-III	(Said Flat and Appurtenances) [Subject Matter of Sale]	...	...	...	...	<b>16</b>
<b>3rd Schedule</b>	(Common Portions)	...	...	...	...	<b>17</b>
<b>4th Schedule</b>	(Common Expenses/Maintenance Charges)	...	...	...	...	<b>18</b>
<b>5th Schedule</b>	(Specifications)	...	...	...	...	<b>18</b>
<b>6th Schedule</b>		...	...	...	...	<b>19</b>
Part-I	(Total Price)	...	...	...	...	<b>19</b>
Part-II	(Payment Schedule)	...	...	...	...	<b>19</b>
<b>20.</b>	<b>Execution and Delivery</b>	...	...	...	...	<b>20</b>
20.1	In Witness Whereof	...	...	...	...	<b>20</b>

1. **Date:** \_\_\_\_\_

2. **Place:** Guwahati

**3. Parties:**

3.1 **Messieurs Himatsingka Infrastructure Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Parmeswari Building, Chatribari, Guwahati-781001 (**Seller**, includes successors-in-interest)

**And**

3.2

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(**Buyer**, includes successors-in-interest).

Seller and Buyer collectively **Parties** and individually **Party**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

**4. Subject Matter of Agreement**

4.1 **Transfer of Said Flat And Appurtenances:** Terms and conditions for transfer of:

4.1.1 **Said Flat:** Residential Flat No. \_\_\_\_\_, \_\_\_\_\_ floor, built-up area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, described in **Part-I** of the **2<sup>nd</sup> Schedule** below (**Said Flat**), in Block No. \_\_\_\_\_ (**Said Block**), forming part of the cluster of buildings comprised in the project named **Ideal Hill View (Said Complex)**, at *Mouza* Beltola, Village Birkuchi, Police Station Satgaon, District Kamrup, Guwahati, Assam and more fully described in **Part-I** of the **1<sup>st</sup> Schedule** below (**Said Property**).

4.1.2 **Land Share:** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as is attributable to the Said Flat (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said Complex.

4.1.3 **Parking Space:** \_\_\_\_\_ ( \_\_\_\_\_ ) Covered Car Parking Space No. \_\_\_\_\_ in the basement/ground floor and \_\_\_\_\_ ( \_\_\_\_\_ ) Open Car Parking Space No. \_\_\_\_\_ in the open areas of the Said Property for parking of medium sized motor car/s, described in **Part-II** of the **2<sup>nd</sup> Schedule** below (**Parking Space**).

4.1.4 **Share In Common Portions:** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Block and the Said Complex as is attributable to the Said Flat (**Share In Common Portions**), the said common areas, amenities and facilities being described in the **3<sup>rd</sup> Schedule** below (collectively **Common Portions**). The Share In Common Portions is/shall be derived by taking into consideration the proportion which the built-up area of the Said Flat bears to the total built-up area of the Said Complex.

4.1.5 **Said Flat And Appurtenances:** The Said Flat, the Land Share, the Parking Space and the Share In Common Portions, collectively described in **Part-III** of the **2<sup>nd</sup> Schedule** below (collectively **Said Flat And Appurtenances**).

## 5. Background

- 5.1 **Ownership and Title of Seller:** The Seller has represented to the Buyer that by virtue of the events and in the circumstances mentioned in **Part-II** of the **1<sup>st</sup> Schedule** below (**Devolution Of Title**), the Owner has all right, title and interest of any and every nature whatsoever in the Said Property, free from all encumbrances and has exclusive development right of the Said Property.
- 5.2 **Sanctioned Plan:** With the intention of developing and commercially exploiting the Said Property by constructing the Said Complex thereon and selling the flats and other covered and open spaces therein (**Units**), the Seller has got a building plan sanctioned by the Guwahati Metropolitan Development Authority (GMDA) vide Building Permit No. GMDA/BP/2987/10122008/162 dated 14<sup>th</sup> July 2009 (**Sanctioned Plan**, which includes all sanctioned/ permissible modifications made thereto, if any, from time to time).
- 5.3 **Scheme:** The Seller formulated a scheme for sale of Units in the Said Complex.
- 5.4 **Application and Allotment Letter:** The Buyer has applied to the Seller for purchase of the Said Flat And Appurtenances and the Seller has allotted the same to the Buyer by issuance of a letter of allotment (**Allotment Letter**) and thus the Buyer is entering into this Agreement.
- 5.5 **Agreement to Record:** Pursuant to the aforesaid application made by the Buyer and the allotment made by the Seller, this Agreement is being entered into between the Parties for recording the conclusive and comprehensive terms and conditions (superseding all previous documents and understandings) for sale of the Said Flat And Appurtenances by the Seller to the Buyer.

## 6. Conditions Precedent

- 6.1 **Acceptance of Conditions Precedent:** The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement:
- 6.1.1 **Financial and Other Capacity of Buyer:** The undertaking of the Buyer to the Seller that the Buyer has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 6.1.2 **Satisfaction of Buyer:** The undertaking of the Buyer to the Seller that the Buyer is acquainted with, fully aware of and is thoroughly satisfied about the title of the Seller, the Sanctioned Plan, all the background papers mentioned in the Devolution Of Title, the right of the Seller to enter into this Agreement and the extent of the rights being granted in favour of the Buyer and the Buyer shall not raise any objection with regard thereto.
- 6.1.3 **Measurement:** The mutual agreement and acceptance by and between the Parties that on completion of construction if the measurement of the Said Flat increases/decreases from that mentioned in this Agreement [the increase/decrease being determined by Banka & Associates of 3<sup>rd</sup> floor, NH Centre, Bora Service, G.S. Road, Guwahati – 781007, Assam (**Architect**)], such increase/decrease shall be accepted by the Buyer as final and binding. The Total Price (defined in Clause 8.1 below) shall increase/decrease on the basis of such final measurement.
- 6.1.4 **Parking Space Allotment:** Acceptance by the Buyer that the Parking Space allotted to the Buyer may be relocated upon completion of construction of the Common Portions.
- 6.1.5 **Rights Confined to Said Flat And Appurtenances:** The undertaking of the Buyer to the Seller that the right, title and interest of the Buyer is confined only to the Said Flat And Appurtenances and the Seller is entitled to deal with and dispose off all other portions of the Said Block, the Said Complex and the Said Property to third parties at the sole discretion of the Seller, to which the Buyer, under no circumstances, shall be entitled to raise any objection.



- 6.1.6 **Covenants:** The mutual agreement and acceptance by and between the Parties that (1) the covenants of the Buyer (**Buyer's Covenants**) and the covenants of the Seller (**Seller's Covenants**) as mentioned in Clause 10 and its Sub Clauses below shall perpetually run with the land, (2) the Buyer's Covenants and the Seller's Covenants (collectively **Covenants**) shall bind them and their successors-in-title or interest and (3) this Agreement is based on the undertaking that the Buyer's Covenants and the Seller's Covenants shall be strictly performed by the Buyer and the Seller, respectively.
- 6.1.7 **Common Portions Subject to Change:** The mutual agreement and acceptance by and between the Parties that although the Common Portions are described in the **3<sup>rd</sup> Schedule** below, the Seller shall be entitled to modify or improvise upon the Common Portions and the Buyer shall not have any claim, financial or otherwise, against the Seller for such modification or improvisation.
- 6.1.8 **Extension/Addition of Project:** The undertaking of the Buyer to the Seller that notwithstanding anything contained in this Agreement, the Buyer has no objection and shall under no circumstances have any objection to the Seller (1) modifying the Sanctioned Plan, if necessary, (2) constructing additional floors in the Said Block and/or the Said Complex and (3) selling the additional floors and/or using them in the manner the Seller desires. The Buyer further undertakes that in consideration of the Seller agreeing to sell the Said Flat And Appurtenances to the Buyer, the Buyer has accepted and/or shall be deemed to have accepted all the above conditions.

## 7. Commencement and Validity

- 7.1 **Date of Commencement:** This Agreement has commenced and shall be deemed to have commenced on and with effect from the date of Allotment Letter.
- 7.2 **Validity:** This Agreement shall remain in force till such time the Said Flat And Appurtenances is completed and possession thereof is delivered to the Buyer, unless terminated in the manner mentioned in this Agreement.

## 8. Total Price, Payment and Extras

- 8.1 **Total Price:** The consideration for sale of the Said Flat And Appurtenances is the amount mentioned in **Part-I** of the **6<sup>th</sup> Schedule** below (**Total Price**), which the Parties confirm and accept. The Total Price does not include the Extras (defined in Clause 8.4 below).
- 8.2 **Payment of Total Price:** The Total Price shall be paid by the Buyer to the Seller in the manner mentioned in **Part-II** of the **6<sup>th</sup> Schedule** below. The Buyer agrees and covenants not to claim any right or possession over and in respect of the Said Flat And Appurtenances till such time the Buyer has paid the entirety of the Total Price and the Extras (defined in Clause 8.4 below).
- 8.3 **No Notice for Payment:** The Buyer covenants that the Buyer shall, unconditionally, without demur and without raising any dispute, regularly and punctually make payment of the installments of the Total Price in the manner mentioned in **Part-II** of the **6<sup>th</sup> Schedule** below and the Extras (defined in Clause 8.4 below) as and when demanded by the Seller and this Agreement is and shall be deemed to be sufficient notice to the Buyer about the obligation to make payment, failing which the Buyer shall be deemed to be in default and the consequences mentioned in Clause 11.1 shall follow. Timely payment of the Total Price and the Extras (defined in Clause 8.4 below) is the essence of this contract.
- 8.4 **Extras:** In addition to the Total Price, the Buyer shall also pay to the Seller, as and when demanded by the Seller, the following amounts (collectively **Extras**):
- 8.4.1 **Proportionately:** Proportionate share towards:
- (a) **Increase Due to Circumstances Of Force Majeure:** any increase and/or escalation in cost of construction due to Circumstances Of Force Majeure (defined in Clause 14.1 below).

- (b) **Special Amenities/Facilities:** costs and expenses for providing any special amenities/facilities in the Common Portions (save and except those described in the 3<sup>rd</sup> Schedule below) and improved specifications of construction of the Said Block and/or Said Complex over and above the specifications described in the 5<sup>th</sup> Schedule below (**Specifications**).

8.4.2 **Wholly:** Wholly towards:

- (a) **Electricity:** costs, expenses, deposits and charges for providing electricity meter in the Said Flat.
- (b) **Formation of Association :** costs and expenses for formation of a body of the co-owners of the Said Complex, which may be a syndicate, committee, body corporate, company or association (**Association**) shall be Rs.1,000/- (Rupees One Thousand only).
- (c) **Legal Fees/Charges:** Legal fees/charges shall be Rs.11,000/- (Rupees Eleven Thousand only) to be paid to the Seller.
- (d) **Stamp Duty and Registration Costs:** costs and expenses of Stamp Duty, Registration Fees, additional/deficit Stamp Duty, additional/deficit Registration Fees together with fixed miscellaneous expenses of Rs.8,000/- (Rupees Eight Thousand only) for registration of each document.
- (e) **Up-gradation:** increased costs due to any up-gradation of the Specifications described in the 5<sup>th</sup> Schedule below or change of layout of the Said Flat. In this regard it is clarified that (1) the Buyer can seek specific up-gradation or change of layout of the Said Flat only once, (2) the Seller shall have absolute discretion in agreeing to such up-gradation or change of layout of the Said Flat, (3) written instruction for specific up-gradation or change of layout of the Said Flat shall have to be given by the Buyer to the Seller, (4) if acceptable, the Seller shall signify consent to the proposed specific up-gradation or change of layout of the Said Flat and give a cost estimate for the same, in writing and (5) immediately after the said consent and cost estimate, the Buyer shall have to pay the estimated amount, failing which the instruction for up-gradation or change of layout of the Said Flat shall be deemed to have been perpetually withdrawn, waived and abandoned by the Buyer.
- (f) **Advance Common Expenses/Maintenance Charges:** interest free advance for proportionate share of the common expenses/maintenance charges described in the 4<sup>th</sup> Schedule below (**Common Expenses/ Maintenance Charges**) @ Rs.2.50p. (Rupees Two and Fifty Paise only) plus service tax per square feet per month, for 12 (twelve) months, from the Date Of Possession (defined in Clause 9.6.2 below) (**Advance Common Expenses/ Maintenance Charges**). The Advance Common Expenses/Maintenance Charges shall (1) be utilized for meeting the Common Expenses/Maintenance Charges for the said limited period of 12 (twelve) months only, (2) be a fixed payment after paying which the Buyer shall have no further obligation to pay any other amount towards Common Expenses/Maintenance Charges for the said period of 12 (twelve) months, (3) be utilized by the Seller to meet all expenses towards Common Expenses/Maintenance Charges, without obligation of any accounting and (4) be handed over by the Seller to the Association, if the Association becomes operational before expiry of the said period of 12 (twelve) months **provided however** the Seller shall handover only the balance remaining of the Advance Common Expenses/Maintenance Charges to the Association.
- (g) **Common Expenses/Maintenance Deposit:** interest free deposit as security for payment of Common Expenses/Maintenance Charges, a sum of Rs.20/- (Rupees Twenty only) per square feet (**Common Expenses/ Maintenance Deposit**), which shall be handed over to the Association, upon formation.

- 8.5 **Basis of Payment:** The Total Price and Extras shall be payable by the Buyer to the Seller on super built-up area of the Said Flat and the built-up area of the Said Flat will be 20% (twenty percent) less than the super built-up area.

**9. Construction, Completion of Sale and Facility Manager**

- 9.1 **Construction by Seller:** The Seller shall construct, complete and finish the Said Flat And Appurtenances in accordance with the Sanctioned Plan or as may be recommended by the Architect, as per the Specifications described in the **5<sup>th</sup> Schedule** below.
- 9.2 **Quality, Workmanship and Acceptance of Variations etc.:** The decision of the Architect regarding quality and workmanship shall be final and binding on the Parties. The Buyer hereby consents to the variations, modifications or alterations as may be recommended by the Architect.
- 9.3 **No Hindrance:** The Buyer shall not do any act, deed or thing whereby the construction of the Said Flat And Appurtenances and/or the Said Complex is in any way hindered or impeded.
- 9.4 **Basic Duty of Buyer:** The Buyer shall make all payments and perform all obligations as stipulated in this Agreement and the Buyer shall not in any way commit breach of the terms and conditions herein contained.
- 9.5 **Completion Time:** Construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Seller within 30<sup>th</sup> September, 2012 (**Completion Date**) **provided however** the Completion Date may be extended by a period of 6 (six) months (**Extended Period**) at the option of the Seller. The Seller shall neither incur any liability nor be held liable for claim of any amount by the Buyer, if the Seller are unable to deliver possession of the Said Flat within the Completion Date and/or the Extended Period due to Circumstances Of Force Majeure (defined in Clause 14.1 below) or for or on account of (1) delay on the part of the Buyer in making any payment and (2) any other reasonable cause (for what is a reasonable cause, the decision of the Architect shall be final and conclusive) whereby the Seller is prevented from completing the Said Flat And Appurtenances or any portion thereof. In no event shall the Buyer be entitled to claim any amount from the Seller on account of consequential losses and damages or otherwise if the Said Flat And Appurtenances is not completed within the Completion Date and/or the Extended Period.
- 9.6 **Possession of Said Flat and Parking Space:** Upon construction, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Seller shall hand over possession of the same to the Buyer. With regard to possession, it is clarified as follows:
- 9.6.1 **All Payments Before Possession:** Before receiving possession of the Said Flat And Appurtenances, the Buyer shall pay to the Seller all amounts due and payable towards the Total Price and Extras and the Buyer shall not claim possession of the Said Flat And Appurtenances till the Total Price and the Extras are paid in full.
- 9.6.2 **Possession Notice and Date Of Possession:** Immediately after constructing, finishing and making the Said Flat habitable and the Parking Space, if any, usable, the Seller shall serve a notice on the Buyer (**Possession Notice**) calling upon the Buyer to take possession. Within 15 (fifteen) days from the date of the Possession Notice, the Buyer shall be bound to take over physical possession of the Said Flat and the Parking Space, if any, after fulfilling all obligations under this Agreement, including payment of all amounts due to the Seller under this Agreement, failing which it shall be deemed that the Buyer has taken possession on the 15<sup>th</sup> day of the date of the Possession Notice (date of actual or deemed possession, **Date Of Possession**).
- 9.6.3 **Meaning of Completion:** It shall not be obligatory for the Seller to complete the Common Portions in all respects before giving the Possession Notice to the Buyer and the Said Flat shall be deemed to have been completed in all respect if the same is made fit for habitation [(1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding].
- 9.6.4 **Complete Satisfaction on Possession:** On the Date Of Possession, the Buyer shall be deemed to be completely satisfied with all aspects of the Said Flat And Appurtenances, including the measurement of the Said Flat.

- 9.6.5 **Commencement of Outgoings:** From the Date Of Possession, all outgoings in respect of the Said Flat And Appurtenances, including Municipal tax, surcharge, land revenue, levies, statutory levies or other levies as applicable, cess, etc. (collectively **Rates & Taxes**) as be tentatively decided by the Seller and proportionate share of Common Expenses/Maintenance Charges, shall become payable by the Buyer. It is clarified that the Common Expenses/Maintenance Charges do not include the Rates & Taxes.
- 9.7 **Seller's Obligations:** Subject to the Buyer making payment of the Total Price and the Extras in the manner stipulated in this Agreement, the Seller hereby agrees:
- 9.7.1 **Construction of Said Flat:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable and transfer the Said Flat And Appurtenances to the Buyer.
- 9.7.2 **Construction According to Specifications:** to construct, finish and make the Said Flat habitable and the Parking Space, if any, usable, in accordance with the Sanctioned Plan and Specifications, reasonable variations excepted.
- 9.8 **Completion of Sale:** The sale of the Said Flat And Appurtenances shall be completed by execution and registration of conveyance in favour of the Buyer provided the Buyer tenders in time all amounts required for the same as mentioned in Clause 8.4.2 (d) above. The Legal Advisors shall draft the standard conveyance and only such standard conveyance shall be used. The Buyer shall be bound to take conveyance of the Said Flat And Appurtenances on or before the Date Of Possession, failing which physical possession of the Said Flat And Appurtenances shall not be delivered to the Buyer (although it shall be deemed that the Buyer is in possession and liable for all Rates & Taxes and Common Expenses/Maintenance Charges, from the Date Of Possession) and in addition, all statutory taxes and penalties shall also be borne and paid by the Buyer.
- 9.9 **Facility Manager:** The Seller/Association shall arrange for maintenance and management of specified services with regard to the Common Portions of the Said Complex either itself or through a professional facility management organization (**Facility Manager**). In this regard, it is clarified that (1) the Facility Manager shall operate, manage and render specified day to day services with regard to the Common Portions, (2) the Facility Manager shall levy and collect the Common Expenses/Maintenance Charges, (3) subject to Clause 8.4.2 (f) above, the Buyer shall be bound to pay the Common Expenses/Maintenance Charges to the Facility Manager, (4) the Facility Manager will render account of the Common Expenses/Maintenance Charges to the Seller and/or the Association as per the terms of their appointment, (5) the ownership of the Common Portions (subject to the terms of this Agreement) shall vest in all the co-owners of the Said Complex through the Association and the Facility Manager shall merely be the service provider for rendition of specified services with regard to the Common Portions and (6) the Facility Manager may be replaced by the consent of 80% (eighty percent) or more of the co-owners of the Said Complex. The society /co-owner shall frame rules and regulation to run the society including rule for appointment of staff etc to manage the affairs of the society.
- 10. Buyer's Covenants and Seller's Covenants**
- 10.1 **Buyer's Covenants:** The Buyer covenants with the Seller [which expression includes the Association in all clauses of Clause 10 and its Sub Clauses except Sub Clause Nos.10.1.7, 10.1.10 (l) and 10.2] and admits and accepts that:
- 10.1.1 **Buyer Aware of and Satisfied with Common Portions and Specifications:** The Buyer, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, is entering into this Agreement. The Buyer has examined and is acquainted with the Said Complex to the extent already constructed and has agreed that the Buyer shall neither have nor shall claim any right over any portion of the Said Complex and the Said Property **save and except** the Said Flat And Appurtenances.
- 10.1.2 **Buyer to Mutate and Pay Rates & Taxes:** The Buyer shall (1) pay the Rates & Taxes (proportionately for the Said Complex and wholly for the Said Flat And Appurtenances, from

the Date Of Possession and until the Said Flat And Appurtenances is separately assessed in the name of the Buyer) and (2) have mutation of the Said Flat And Appurtenances completed at the earliest.

- 10.1.3 **Buyer to Pay for Common Expenses/Maintenance Charges:** Subject to the provisions of Clause 8.4.2 (f) above, the Buyer shall pay the Common Expenses/Maintenance Charges on the basis of the bills to be raised by the Facility Manager, such bills being conclusive proof of the liability of the Buyer in respect thereof. The Buyer further admits and accepts that the Buyer shall not claim any deduction or abatement in the bills relating to Common Expenses/Maintenance Charges.
- 10.1.4 **Buyer to Pay Interest for Delay and/or Default:** In the event the Buyer delays or defaults in paying any bill raised by the Association/Facility Manager beyond 7 (seven) days of presentation thereof, the Buyer shall pay interest as per the rules to be framed by the Association in this regard. The Buyer also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Buyer and the Buyer shall be disallowed from using the Common Portions and liable for other action in terms of rule as framed by the society.
- 10.1.5 **Seller's Charge/Lien:** The Seller shall have first charge and/or lien over the Said Flat And Appurtenances for all amounts due and payable by the Buyer to the Seller **provided however** if the Said Flat And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Seller shall stand extinguished on the financial institution clearing all dues of the Seller.
- 10.1.6 **No Obstruction by Buyer to Further Construction:** Till the Date Of Possession, the Seller shall be entitled to construct further sanctioned floors on and above the top roof of the Said Block and/or car parks and/or to make other constructions elsewhere in the Said Property and the Buyer shall not obstruct or object to the same but after the Date Of Possession, the Seller shall have no such right. The Buyer also admits and accepts that the Seller and/or employees and/or agents and/or contractors of the Seller shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Buyer shall not raise any objection in any manner whatsoever with regard thereto.
- 10.1.7 **No Rights of or Obstruction by Buyer:** All open areas in the Said Complex/Said Property proposed to be used for open car parking spaces do not form part of the Common Portions within the meaning of this Agreement and the Seller shall have absolute right to sell, transfer and/or otherwise deal with and dispose off the same or any part thereof.
- 10.1.8 **Variable Nature of Land Share and Share In Common Portions:** The Buyer fully comprehends and accepts that (1) the Land Share and the Share In Common Portions is a notional proportion that the Said Flat bears to the currently proposed area of the Said Complex, (2) if the area of the Said Complex is increased/recomputed by the Seller, the Buyer shall not question any variation (including diminution) of the Land Share and the Share In Common Portions, (3) the Buyer shall not demand any reduction/refund of the Total Price on ground of or by reason of any variation of the Land Share and the Share In Common Portions and (4) the Land Share and the Share In Common Portions are not divisible and partible and the Buyer shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Seller, in its absolute discretion.
- 10.1.9 **Buyer to Participate in Formation of Association:** The Buyer admits and accepts that the Buyer and other buyers of Units in the Said Complex shall form the Association and the Buyer shall become a member thereof. The Buyer shall bear and pay the proportionate costs of formation and the expenses of the Association and shall pay for, acquire and hold membership with voting rights and in this regard the Buyer shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. Upon formation of the Association, the residue then remaining of the Advance Common Expenses/Maintenance Charges and the Common Expenses/Maintenance Deposit paid by the Buyer

(after adjustment of all amounts then remaining due and payable) shall be transferred by the Seller to the Association. The deposits shall thereafter be held by the Association in the account of the Buyer. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Portions of the Said Complex and the Said Property.

**10.1.10 Obligations of Buyer:** On and from the Date Of Possession, the Buyer shall:

- (a) **Co-operate in Management and Maintenance:** co-operate in the management and maintenance of the Said Block/Said Complex and the Said Property by the Facility Manager.
- (b) **Observing Rules:** observe the rules framed from time to time by the Association for the beneficial common enjoyment of the Said Block/Said Complex and the Said Property.
- (c) **Paying Electricity Charges:** pay for electricity and other utilities consumed in or relating to the Said Flat And Appurtenances.
- (d) **Meter and Cabling:** be obliged to draw the electric lines/wires, television cables, broadband data cables and telephone cables to the Said Flat only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Seller or to the other co-owners of the Said Block/Said Complex. The main electric meter shall be installed only at the common meter space in the Said Complex. The Buyer shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said Block, the Said Complex, the Said Property and outside walls of the Said Block/Said Complex save in the manner indicated by the Seller or the Association (upon formation).
- (e) **Residential Use:** use the Said Flat for residential purpose only. Under no circumstances shall the Buyer use or allow the Said Flat to be used for commercial, industrial or other non-residential purposes. The Buyer shall also not use the Said Flat as a religious establishment, guest house, serviced apartment, mess, chummary, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration:** not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Block/Said Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat, without the permission in writing of the Seller or the Association (upon formation). In the event the Buyer makes the said alterations/changes, the Buyer shall compensate the Seller/Association (as the case may be) as estimated by the Seller/Association.
- (g) **No Structural Alteration:** not alter, modify or in any manner change the structure or any civil construction in the Said Flat And Appurtenances or the Common Portions of the Said Block/Said Complex.
- (h) **No Sub-Division:** not sub-divide the Said Flat And Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name:** not change/alter/modify the names of the Said Block/Said Complex from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance:** not use the Said Flat or the Parking Space, if any or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Block/Said Complex and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.

- (k) **No Storage in Common Portions:** not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Facility Manager/Association:** not obstruct the Facility Manager/ Association (upon formation) in their acts relating to the Common Portions.
- (m) **No Obstruction of Common Portions:** not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Flat and the Parking Space, if any.
- (n) **No Violating Rules:** not violate any of the rules and/or regulations laid down by the Association for use of the Common Portions.
- (o) **No Throwing Refuse:** not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions **save** at the places indicated therefor.
- (p) **No Injurious Activities:** not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Flat, the Parking Space, if any or the Common Portions.
- (q) **No Storing Hazardous Articles:** not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Flat and the Parking Space, if any.
- (r) **No Signage:** not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Flat/Said Block/Said Complex **save** at the place or places provided therefor **provided that** this shall not prevent the Buyer from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Floor Damage:** not keep any heavy articles or things, which are likely to damage the floors or operate any machine **save** usual home appliances.
- (t) **No Installing Generator:** not install or keep or run any generator in the Said Flat and the Parking Space, if any.
- (u) **No Use of Machinery:** not install or operate any machinery or equipment except household appliances.
- (v) **No Misuse of Water:** not misuse or permit to be misused the water supply to the Said Flat.
- (w) **Damages to Common Portions:** not damage the Common Portions in any manner and if such damage is caused by the Buyer and/or family members, invitees or servants of the Buyer, the Buyer shall compensate for the same.

10.1.11 **Notification Regarding Letting:** If the Buyer lets out or sells the Said Flat And Appurtenances or portion thereof, the Buyer shall immediately notify the Seller/Association (upon formation) of the tenant's/transferee's address and telephone number.

10.2 **Seller's Covenants:** The Seller covenants with the Buyer and admits and accepts that:

10.2.1 **Completion of Transfer:** The transfer of the Said Flat And Appurtenances shall be completed by the Seller by executing conveyance in favour of the Buyer.

10.2.2 **No Creation of Encumbrance:** The Seller shall not create any charge, mortgage or lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than

the Buyer in respect of the Said Flat And Appurtenances, subject to the Buyer fulfilling all terms, conditions and obligations of this Agreement.

10.2.3 **Documentation for Loan:** The Seller shall provide to the Buyer all available documents so that the Buyer may get loan from Banks and Financial Institutions.

## 11. Termination and its Effect

11.1 **Breach/Cancellation by Buyer:** In the event the Buyer (1) fails to make timely payment of the Total Price and the Extras, or (2) fails to perform the obligations on the part of the Buyer to be performed in terms of this Agreement, or (3) neglects to perform any of the Buyer's Covenants, or (4) otherwise cancels, rescinds, terminates or determines this Agreement on any ground whatsoever except breach of Seller's Covenants, this Agreement shall, at the option of the Seller, stand cancelled and/or rescinded, upon which the Seller shall within 3 (three) months from the date of cancellation refund to the Buyer all payments received till that date, without any interest, after deducting 10% (ten percent) of the amount received upto the date of cancellation or Rs.25,000/- (Rupees twenty five thousand), whichever is higher, as liquidated damages. Payments made by the Buyer for up-gradation shall be non-refundable. In the event the Seller condones the delay of any payment due under this Agreement, the Buyer shall be liable to pay interest @ 12% (twelve percent) per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. However, such right of condonation is exclusively vested in the Seller and the Seller shall have absolute liberty to cancel or not to cancel and the Buyer shall not be entitled to claim condonation as a matter of right.

11.2 **Breach by Seller:** Without prejudice to the provisions of Clause 9.5 above, in the event the Seller fail and/or neglect to deliver possession of the Said Flat And Appurtenances within the Extended Period, this Agreement shall, at the option of the Buyer, stand cancelled and/or rescinded, upon which the Seller shall refund to the Buyer all payments received till that date, with interest calculated @ 12% (twelve percent) per annum. If the Buyer opts not to cancel this Agreement, then no interest shall be payable by the Seller.

11.3 **Effect:** Upon termination of this Agreement due to any of the circumstances mentioned in Clauses 11.1 and 11.2 above, the Buyer shall not be entitled to claim any right, title, interest or charge (either equitable or otherwise) over and in respect of the Said Flat And Appurtenances and/or the Said Block and/or the Said Complex or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Parties.

## 12. Taxes

12.1 **Obligation Regarding Taxes:** In the event of the Seller being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future (such as Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body) or if the Seller are advised by its consultant that the Seller are liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Seller having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Buyer shall be liable to pay all such tax, duty, levy or other liability and hereby indemnifies and agrees to keep the Seller indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or other liabilities so imposed or estimated by the Seller's consultant shall be paid by the Buyer at or before the Date Of Possession.

## 13. Defects

13.1 **Decision of Architect Final:** If any work in the Said Flat And Appurtenances is claimed to be defective by the Buyer, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. This will however not entitle the Buyer to refuse to take possession of the Said Flat and if the Buyer does so, the provisions regarding



deemed possession as contained in Clause 9.6.2 above shall apply and all consequences thereto shall follow.

#### **14. Force Majeure**

- 14.1 **Circumstances Of Force Majeure:** The Seller shall not be held responsible for any consequences or liabilities if the Seller is prevented from meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, transporters, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).
- 14.2 **No Default:** The Seller shall not be deemed to have defaulted in the performance of the Seller's contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence of any event constituting Circumstances Of Force Majeure.

#### **15. Miscellaneous**

- 15.1 **Indian Law:** This Agreement shall be subject to Indian Laws.
- 15.2 **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- 15.3 **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- 15.4 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- 15.5 **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- 15.6 **Right of Possession:** The right of possession of the Buyer in respect of the Said Flat And Appurtenances shall arise only upon the Buyer fulfilling all obligations as are contained in this Agreement.
- 15.7 **Nomination by Buyer with Consent:** The Buyer admits and accepts that before the execution and registration of conveyance deed of the Said Flat And Appurtenances, the Buyer will be entitled to nominate, assign and/or transfer the Buyer's right, title, interest and obligations under this Agreement **subject to** the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement **and subject also to** the following conditions:

- (a) The Buyer shall make payment of all dues, including any interest for delay, to the Seller in terms of this Agreement up to the time of nomination.
- (b) The Buyer shall obtain prior permission of the Seller and the Buyer and the nominee shall be bound to enter into a tripartite agreement with the Seller.
- (c) The Buyer shall pay a sum calculated @ Rs.20/- (Rupees twenty only) per square feet as and by way of nomination fees to the Seller.

The Buyer admits and accepts that the Buyer shall not nominate or assign the rights under this Agreement **save** in the manner indicated above.

- 15.8 **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supercedes the terms and conditions whatever agreed between the Parties prior to execution of this Agreement but does not include or supercede any document contemporaneously entered into between the Parties.
- 15.9 **Counterparts:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Buyer and another by the Seller.
- 15.10 **Amendments/Modifications:** No amendments or modifications of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- 15.11 **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 15.12 **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.
- 15.13 **No Agency:** The Parties are entering into this Agreement on principal-to-principal basis and nothing contained herein shall make the Parties agents of each other.

## 16. Notice

- 16.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or by registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the addresses are changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

## 17. Alternative Dispute Resolution

- 17.1 **Legal Advisors:** Mr. Jyotirmoy Roy, Advocate of Nawjan Apartment, 2<sup>nd</sup> Floor, Unit No. 4, C-26 (10), Nawjan Road, Uzan Bazar, Charili, Guwahati – 781 001 shall be Legal Advisor for the project (**Legal Advisors**).
- 17.2 **Disputes and Arbitration:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability

of this Agreement (collectively **Disputes**) shall be referred to the sole arbitration of Mr. Jyotirmoy Roy, Advocate, of Nawjan Apartment, 2<sup>nd</sup> Floor, Unit No. 4, C-26 (10), Nawjan Road, Uzan Bazar, Charili, Guwahati – 781 001 (**Sole Arbitrator**) and finally resolved through arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that (1) the place of arbitration shall be Guwahati, (2) the language of the arbitration shall be English, (3) the Sole Arbitrator shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law and (4) the interim/final award of the Sole Arbitrator shall be binding on the Parties. It is hereby clarified that during the arbitration proceedings, the seller and the buyer shall continue to perform their respective rights under the agreement and provisional allotment letter.

17.3 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the Said Flat And Appurtenances and/or the Said Complex/Said Property without first referring the matter to arbitration and till the Sole Arbitrator has given his direction/award.

## 18. Jurisdiction

18.1 **District Court and High Court:** In connection with the aforesaid arbitration proceeding, only the District Court having territorial jurisdiction and the High Court at Guwahati shall have jurisdiction to entertain and try all actions and proceedings.

## 19. Rules of Interpretation

19.1 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and vice-versa. Words denoting any gender include the other genders.

19.2 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

19.3 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a Schedule or Plan is a reference to a Schedule or Plan to this Agreement.

19.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.

19.5 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

19.6 **Successors:** A reference to a Party includes that Party's successors and permitted assigns.

19.7 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.

### 1st Schedule Part-I (Said Property)

Land with structure measuring 153.51 (one hundred fifty three point five one) Are equivalent to 15348.58 (fifteen thousand three hundred forty eight point five eight) square meter equivalent to 11 (eleven) bigha 2 (two) cottah 7 (seven) lechas more or less, lying and situate at VIP Road, Patharquary, Kamrup (M) Police Station Satgaon within the limits of Guwahati Municipal Corporation, covered by Patta No.

24 (old)/50 (new) recorded in (a) Dag Nos. 253 (old)/ 707 (new) comprising land measuring about 5.10 Are, (b) Dag Nos.253 (old)/ 706 (new) comprising land measuring about 25.13 Are and (c) Dag Nos.254 (old)/ 709 (new) comprising land measuring about 123.28 Are of Village Birkuchi under Mouza Beltola, Guwahati delineated on the **Plan A** annexed hereto and bordered in color **Red** thereon and butted and bounded as follows:

- On the North** : By Assam State Drugs Dept Warehouse  
**On the East** : By Natural Drain  
**On the South** : By Land of Sports Complex  
**On the West** : By VIP Main Road

**Part-II**  
**(Devolution Of Title)**

1. **Allotment of land and Mutation in the Records of Right in favour of Janata Soap & Chemical Industries Private Limited:** Pursuant to the order of Deputy Commissioner under Memo No. KRS 1123/86/101 dated 19.01.1987, the land measuring about 9 (nine) *bigha* and 16 (sixteen) *lecha* comprised in *Dag No. 253* and land measuring about 6 (six) *bigha 2* (two) *cottah* and 16 (sixteen) *lecha* comprised in *Dag No. 254*, totalling to the land measuring 15 (fifteen) *bigha 3* (three) *cottah* and 12 (twelve) *lecha*, in *Mouza Beltala*, Village Birkuchi, District Kamrup, Assam was allotted to Janata Soap & Chemical Industries Private Limited (**JSCIPL**) and accordingly the name of JSCIPL was mutated in the *Sadar Jamandandi* (Records of Rights) with the concerned Settlement Officer.
2. **Correction in Government Orders:** Subsequently, by virtue of Order dated 28<sup>th</sup> May, 1987 passed by Deputy Commissioner vide Memo No. KRS 1123/86/11, the allotment of land to JSCIPL was modified and the land measuring about (a) 8 (eight) *bigha 1* (one) *cottah* and 18 (eighteen) *lecha* comprised in *Dag No. 253*, (b) 5 (five) *bigha 2* (two) *cottah* and 16 (sixteen) *lecha* comprised in *Dag No. 254* and (c) land measuring about 1 (one) *bigha* and 3 (three) *cottah* comprised in *Dag No. 300*, totalling to land measuring 15 (fifteen) *bigha 2* (two) *cottah* and 14 (fourteen) *lecha* in *Mouza Beltala*, Village Birkuchi, District Kamrup, Assam was re-allotted to Janata Soap & Chemical Industries Private Limited (**JSCIPL**) and the said land was mutated in the name of JSCIPL under *patta* bearing no. 24 in the *Sadar Jamandandi* (Records of Rights).
3. **Change of Names:** JSCIPL was originally incorporated as Dasco Products Private Limited vide certificate of incorporation No.2473 dated 29<sup>th</sup> January, 1986 and was renamed Janata Soap & Chemical Industries Private Limited on 5<sup>th</sup> December, 1986. Again JSCIPL was renamed J. S. Oilfats Private Limited on 21<sup>st</sup> June, 1993 and thereafter J. S. Oilfats Private Limited was renamed Himatsingka Infrastructure Private Limited (Seller herein) on 22<sup>nd</sup> May, 2009 vide SRN A61335709.
4. **Mutation by the Seller:** In disposal of the application for mutation by the Seller, the concerned Settlement Officer mutated the name of the Seller in respect of the total land measuring about 153.51 (one hundred fifty three point five one) ares equivalent to 11 (eleven) *bigha 2* (two) *cottah* and 7 (seven) *lecha*, recorded in new *patta* bearing no. 50 (formally 24), wherein the (a) land measuring about 25.13 Are comprised in *Dag No. 706* (formally 253), (b) land measuring about 5.10 Are comprised in *Dag No. 707* (formally 253) and (c) land measuring about 123.28 Are comprised in *Dag No.709* (formally 254), *Mouza Beltala*, Village Birkuchi, District Kamrup, Assam (referred to as the said **Property**) and balance land measuring about 10.80 Are recorded in *patta* No.87 (formally 78) comprising in *Dag No.994* (formally 467) lying at Village Madhgharia, *Mouza Beltala*, District Kamrup, Assam (referred to as the **Other Land**).
5. **Confirmation of Ownership:** By issuing a Certificate dated 23<sup>rd</sup> September, 2009, the Office of the Circle Officer, Dispur Revenue Circle confirmed that that land measuring about 153.51

(one hundred fifty three point five one) ares equivalent to 11 (eleven) *bigha* 2 (two) *cottah* and 7 (seven) *lecha*, comprised in *Dag* Nos. 706 (formally 253), 707 (formally 253) and 709 (formally 254), *Mouza* Beltala, Village Birkuchi, District Kamrup, Assam is recorded in the name of the Seller.

6. **Issuance of new patta in favour of Seller :** *Dag* Nos. covered under the earlier patta no. 24 has been re-numbered from 253, 254 and 300 to 695, 698 and 696 respectively and new patta bearing No. 88 has been issued by the Dy. Commissioner in favour of the Seller, who became the owner of the (a) land measuring 25.13 ares comprised in *Dag* No. 695, (b) 5.10 ares comprises in *Dag* No. 696 and (c) 123.28 ares comprises in *Dag* No. 698 under Village Birkuchi under *Mouza* Beltola, Guwahati, Assam.
7. **Ownership of Seller:** Thus Himatsingka Infrastructure Private Limited (Seller herein) became the sole and absolute owner of the Said Property.
8. **Legal Status of Seller:** In the circumstances, the Seller has the absolute right, title and interest of any and every nature whatsoever in the Said Property.

**2<sup>nd</sup> Schedule**  
**Part-I**  
**(Said Flat)**

Residential Flat No. \_\_\_\_\_, \_\_\_\_\_ floor, built-up area approximately \_\_\_\_\_ ( \_\_\_\_\_ ) square feet, delineated on the **Plan B** annexed hereto and bordered in colour **Green** thereon comprised in the Said Block No. \_\_\_\_\_ delineated on the **Plan A** annexed hereto and bordered in colour **Green** thereon forming part of the Said Complex named **Ideal Hill View**.

**Part-II**  
**(Parking Space)**

\_\_\_\_\_ ( \_\_\_\_\_ ) Covered Car Parking Space No. \_\_\_\_\_ in the basement/ground floor and \_\_\_\_\_ ( \_\_\_\_\_ ) Open Car Parking Space No. \_\_\_\_\_ in the open areas of the Said Premises for parking of medium sized motor cars, delineated on the **Plan C** annexed hereto and bordered in colour **Blue** thereon.

**Part-III**  
**(Said Flat And Appurtenances)**  
**[Subject Matter of Sale]**

The Said Flat, being the flat described in **Part I** of the **2nd Schedule** above.

The right to park in the Parking Space, being the Parking Space described in **Part-II** of the **2nd Schedule** above, if any.

The Land Share, being undivided, impartible, proportionate and variable share and/or interest in the land comprised in Said Property described in **Part I** of the **1st Schedule** above, as is attributable to the Said Flat.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3rd Schedule** below, as is attributable to the Said Flat.

### **3rd Schedule (Common Portions)**

#### **Said Block Level:**

Common Portions as are common between the co-owners of the Said Block:

- Lobbies, staircases and landings of the Said Block.
- Stair head room and electric meter space of the Said Block.
- Lift machine room, chute and lift well of the Said Block.
- Common installations on the roof above the top floor of the Said Block.
- Ultimate/top roof above the top floor of the Said Block.
- Overhead water tank, water pipes and sewerage pipes of the Said Block (save those inside any Unit or attributable thereto).
- Drains, sewerage pits and pipes within the Said Block (save those inside any Unit or attributable thereto).
- Electrical Installations including wiring and accessories (save those inside any Unit or attributable thereto) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and Common Portions within or attributable to the Said Block.
- Lift and lift machinery of the Said Block.
- Fire fighting equipment and accessories in the Said Block.
- Other areas and/or installations and/or equipments as are provided in the Said Block for common use and enjoyment.

#### **Said Complex Level:**

Common Portions as are common between the co-owners of all the Blocks contained in the Said Complex:

- Open and/or covered paths and passages inside the Said Complex.
- Boundary wall around the periphery of the Said Complex and decorative gates for ingress and egress to and from the Said Complex.
- Space for community hall.
- Well-equipped indoor gymnasium.
- Landscaped garden and water bodies.
- Indoor children's play area.
- Swimming Pool.
- Indoor Games room.
- Visitors' car park.
- Centralized water supply system for supply of water in common to both Blocks in the Said Complex.
- Main sewer, drainage and sewerage pits and evacuation pipes for both the Blocks in the Said Complex.
- Generator and accessories for providing standby power to all the Units and also for limited Common Portions of the Said Complex.
- Pumps and motors for water supply system for all the Blocks and Common Portions.
- Wiring and accessories for lighting of Common Portions of the Said Complex.
- Lighting arrangement at the entrance gate and passages within the Said Complex.

- Installation relating to sub-station and common transformer for the Said Complex.
- Intercom facility in each Unit connected to the main gate.
- Common fire fighting equipment for the Said Complex.
- Common staff toilet in the ground floor.
- Other areas and/or installations and/or equipment as are provided in the Said Complex for common use and enjoyment.

**4<sup>th</sup> Schedule**  
**(Common Expenses/Maintenance Charges)**

1. **Association:** Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities:** All charges and deposits for supply, operation and maintenance of common utilities.
3. **Electricity:** All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions at the Block level and/or the Said Complex level, including the exterior or interior (but not inside any Unit) walls of the Blocks.
6. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions at the Block level and/or the Said Complex level, including lifts, generator, changeover switches, CCTV (if any), EPABX (if any), pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions at the Block level and/or the Said Complex level.
7. **Rates and Taxes: Annual Tax for the Land,** Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Said Block and the Said Complex save those separately assessed on the Buyer.
8. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

**5<sup>th</sup> Schedule**  
**(Specifications)**

<b>Superstructure</b>	RCC structure.
<b>Walls</b>	Plaster of Paris (interior). Attractive external finish.
<b>Windows</b>	Aluminium windows with grill.
<b>Doors</b>	Flush doors with accessories.
<b>Kitchen</b>	Tile flooring with Granite platform and stainless steel sink. Ceramic tiles dado (up to 2 feet above platform).
<b>Toilets</b>	Concealed pipeline using standard materials. Ceramic sanitaryware with C.P. fittings of superior brands. Tile flooring and ceramics tiles on walls.

- Flooring** Tiles in living rooms.Marble/Tile/Stone in all Common Portions.  
Tile/Laminates in bedrooms.
- Electricals** Concealed copper wiring with sufficient light and power points.  
TV/telephone/AC points in living room and all bedrooms.
- Water Supply & Sewerage System** 24 hours water supply.Sewerage/Drainage system from the Said Block to the main sewerage system.
- Lift** Two lifts of good brand in each Block.
- Generators** For stand by power to Units and Common Portions.

**6<sup>th</sup> Schedule  
Part-I  
(Total Price)**

The Consideration for sale of the Said Flat And Appurtenances is as below :

Particulars	Price	Service Tax	Total Price
Basic Price of The Flat			
Car Park			
<b>TOTAL</b>			

(Rupees \_\_\_\_\_ )

**Part-II  
(Payment Schedule)**

The Total Price shall be paid by the Buyer in the following manner:

1. At or before the execution hereof Rs. \_\_\_\_\_
  2. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  3. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  4. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  5. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  6. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  7. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  8. Within \_\_\_\_\_ Rs. \_\_\_\_\_
  9. On Possession of Said Flat Rs. \_\_\_\_\_
- Total : Rs. \_\_\_\_\_  
=====

(Rupees \_\_\_\_\_ )



**20. Execution and Delivery**

20.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

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**[Seller]**

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**[Buyer]**

**Witnesses:**

1.

2.