

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE \_\_\_\_\_ IS MADE \_\_\_\_\_ ON THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ AT GUWAHATI.

**M/S. SYNERGY CREATIONS (I) PVT. LTD.**, a Private Limited Company incorporated under the Companies Act. 1956 (No. 1 of 1956) having its Registered Office at Chandas Tower, Hatigaon Road, Dispur, Guwahati-781006, in the district of Kamrup (Metro) ,Assam, herein represented by its Director **SHRI AMIT BARUAH**, son of Late Mahat Chandra Baruah hereinafter called the "**DEVELOPER / FIRST PARTY**", (which expression shall unless it be repugnant to the context or meaning thereof. be deemed to include its successors, executors, subsidiaries, associates and assigns) of the **FIRST PART**.

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BUYER

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LANDOWNER

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DEVELOPER

1. Mr./Ms. \_\_\_\_\_  
Son / Wife / Daughter of \_\_\_\_\_  
Resident of / Regd. Office \_\_\_\_\_

2. Mr./Ms. \_\_\_\_\_  
 Son / Wife / Daughter of \_\_\_\_\_  
 Resident of \_\_\_\_\_

Whereas the **"BUYER"** is a female, the expression 'he', 'him', 'himself' etc., in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expression shall be deemed as modified and read suitably and whenever the Buyer is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Buyer, the expression Buyer in the Agreement shall be construed as including each of such Buyers and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

**WHEREAS**

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on one or more floors or any part or parts thereof and includes any entertainment space / floor areas, shop, kiosk will hereinafter be referred to as the **"FLAT"**.

- [D] The Landowner will sell the proportionate, indivisible, impartible interest in the land underneath the said Flat hereinafter referred to as **"UNDIVIDED SHARE IN THE LAND"**.
- [E] The Developer shall undertake the construction work of the said Flat and the total cost incurred therein shall be paid by the Buyer as per the schedule of payment in the manner provided in this Agreement.
- [F] In the event of the construction of the Flat having already commenced and any person intending to buy or possess any flat, in the Complex such construction shall deemed to have been made by the Developer on behalf of and on account of the intending Buyer.
- [G] Guwahati Metropolitan Development Authority, Bhangagarh, Guwahati-5 (hereinafter referred to as the said **"Authority"**) has issued No. Objection Certificate under section 25 of the G.M.D.A. Act. 1985 for construction of R.C.C. building with area of sq. meters for each floor shown in the said Order issued by the Chief Executive Officer of the said Authority.
- [H] The Developer has got the plans, specifications, elevations, sections and other details of the building(s) duly approved and sanctioned from the said Authority bearing the No. GMDA/BP/803/2007/109 dated 11 September, 2007.
- [I] The Developer is in the process of putting up the construction in accordance with the said Order issued by the said Chief Executive Officer of the said Authority.
- [J] The Buyer demanded from the First Party and Second Party and they have allowed to him the inspection of the site, tentative building plans, ownership record of the aforesaid site and other documents relating to the title, competency and all other relevant details.
- [K] The Buyer after duly satisfying himself with the stated facts applied to the First Party and Second Party for allotment of a Flat together with Parking Space(s) in the said Complex.
- [L] The First Party and Second Party relying on the confirmations, representations and assurances of the Buyer to faithfully abide by all terms and conditions and stipulation in Letter and Spirit as contained in this Agreement have accepted in good faith his application to allot a Flat and the Buyer is now willing to enter into this Agreement on the terms and conditions contained herein set forth.
- [M] The Buyer has confirmed to the First Party and Second Party that he is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the complex and is aware of the terms and conditions contained in this Agreement and that he has clearly read and understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement and the obligations of the First Party and Second party.
- [N] The parties herein represent and warrant that they are competent to execute this Agreement.

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BUYER

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NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. AREA

1 (a) The Flat :

The First Party and Second Party hereby agree to sell unto the Buyer and the Buyer hereof agrees to purchase a category \_\_\_\_\_ Flat No \_\_\_\_\_ on \_\_\_\_\_ Floor, in Building \_\_\_\_\_ having super area of approximately \_\_\_\_\_ sq ft. (hereinafter referred to as said "FLAT") together with proportionate undivided share in the Land. The First party and Second Party have also accepted his request for allotment of \_\_\_\_\_ parking space(s) and allotted him Parking Space No \_\_\_\_\_ covered / uncovered and Parking space No. \_\_\_\_\_covered / uncovered.

1(b) Super Area :

Super Area for the purpose of calculating the sale price in respect of the said Flat shall be the sum of the area of the said Flat and its pro-rata share of all common areas.

1(c) Undivided Share in the Land :

The undivided share in the Land shall be determined by the Landowner on the basis of super area of the said flat in its absolute discretion. The right of the Buyer shall remain restrictive to the said undivided share in the Land and in no event the Buyer shall be entitled to and the Buyer agrees not to claim any right over and in respect of the other portions of the said Complex.

2. SALE CONSIDERATION

2(a) Sale Price :

In pursuance to allocation of the said Flat to the Buyer, the Buyer agrees to pay to the First Party and Second Party a sum of Rs. \_\_\_\_\_ (Rupees\_\_\_\_\_ ) as Consideration amount of the said Flat (hereinafter referred to as the “ CONSIDERATION”) as per the schedule of payments in ANNEXURE-I and is inclusive of basic price having following components / parts :

Super Area of the Flat :

PART	PARTICULARS	AMOUNT(in Rupees)
A.	Basic Sale Price for undivided share in land	
B.	Basic Sale Price for Construction	
C.	Extra Car Parking	
Total (A+B+C)		

TOTAL CONSIDERATION : RUPEES \_\_\_\_\_

The above Consideration is exclusive of the taxes of all and any kind by whatever name called, which may be levied by appropriate authorities and the same shall always be recoverable from the Buyer in addition to the above said Consideration.

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**2(b) Application Money/ Earnest Money :**

That the Buyer has paid a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards the Consideration of the said Flat at the time of application, the receipt of which is hereby acknowledged by the First Party and Second Party and the Buyer shall hereby agrees to pay the balance Consideration of the said Flat and all other charges as described in the schedule of payments in **Annexure-I** attached with this Agreement within the time and in the manner specified herein.

**2(c) External Development Charges :**

The proportionate amount of the external development charges levied by the authority till the date of issue of license are included in the Sale Price payable by the Buyer for the said Flat. Any increase in the external development charges levied, by whatever name called or in whatever form and with all such conditions imposed by the Government or any competent authority shall be borne and paid by the Buyer in proportion to the super area of the said flat of the Complex.

**2(d) Mode of Payment :**

That the Buyer shall make all payments in time without any reminders from the First Party and Second Party through Account Payee Cheque(s) / Demand Draft(s) in favour of "**Synergy Creations (I) Pvt. Ltd.**" payable at Guwahati only as set out in **Annexure-I**. In the event, Buyer fails to pay the balance Consideration or in the event of any delay in payment of any installment and/or other charges stipulated in this Agreement, the Buyer shall be liable to pay an interest calculated from the due date on the outstanding amount @18% (Eighteen percent) per annum till the date of payment.

**2(e) Adjustment of Installments :**

It is agreed between the parties that the First Party and Second Party shall have the right to adjust the installment amount received from the Buyer first towards the interest and other sums, if any, due from the Buyer under this Agreement and the balance, if any, towards the Consideration.

**2(f) Time is the Essence :**

Time is the essence with respect to the Buyer's obligations to pay the Consideration as provided in **Annexure-I** along with other payments such as applicable stamp duty, registration fee, service tax, VAT tax and other charges stipulated under this agreement to be paid on or before due date or as and when demanded by the First Party and Second Party, it shall be incumbent on the Buyer to comply with the terms of payment and / or other terms and conditions of the Agreement as stipulated herein.

**2(g) Failure/ Delay in Payment :**

In the event Buyer fails to pay any installments(s) with interest within 90(Ninety) days, from due date, the First Party and Second Party shall have the right to cancel the allotment and forfeit 10% (Ten percent ) of the consideration out of the amount paid by the Buyer and the Buyer shall be left with no right, claim or lien on the said Flat. The amount paid, if any, over and above 10% (Ten percent) of consideration shall be refunded by the First Party and Second Party without any interest after adjustment of interest accrued on the delayed payment(s), if any, or any other charge due from the Buyer.

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**2(h) Club and other Areas / Facilities :**

All other areas, facilities and amenities other than specified herein above such as children’s pool, Health Club, Community Centre etc., if any, are specifically excluded from the scope of this Agreement and the Buyer shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. The Buyer agrees that the ownership of such areas, facilities and amenities shall vest solely with the First Party and Second Party who have absolute authority to deal in any manner they deem fit. However, the Buyer will be entitled to use them as lifetime member at the sole discretion of the First Party and Second Party.

**2(i) Payment of Charges and Costs :**

- (i) The Buyer shall pay the concerned authority for Electric Meter installation charges, security deposit thereof and the energizing charges.
- (ii) All costs, charges and expenses payable on all instruments and deeds to be executed in favour of the Buyer, including Sale / Conveyance Deed, Stamp Duty, Registration charges, Legal expenses and other related charges shall be borne and paid by the Buyer as and when demanded by the First Party and Second Party.
- (iii) Proper stamp duty together with registration fee shall be paid by the Buyer as per norms of the Registration Authority at the time of execution of final deed of sale.
- (iv) Further, if there is any additional levy, rate or charge of any kind including Service Tax, VAT, etc. attributable to the said Flat, as a consequence of any order of the Government / Statutory or other Local Authority, the same, if applicable, shall also be payable by the Buyer, on pro-rata basis.
- (v) It is specifically made clear that any of the above or any other such charges shall be payable by the Buyer in addition to the Consideration as mentioned in Clause 2 (a).

**2(j) Car Parking Space :**

The Buyer agrees that the open/covered parking space allotted to him for exclusive use shall be understood to be together with the Flat and the same shall not have independent legal entity detached from the said Flat. The Buyer undertakes not to sell / transfer / deal with the reserved parking space independent of the said Flat. In case the Buyer has applied for and has been allotted an additional parking space, the same can also be transferred only to an owner of other Flats in the Complex and in no circumstances the additional parking space can be transferred to an outsider. The Buyer undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Complex or any other areas reserved for other facilities like maintenance, services, staff etc. The Buyer further agrees that all such reserved parking spaces allotted to the occupants of the said Complex shall not form part of common areas and facilities of the said Flat.

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### 3. CONSTRUCTION AND MODIFICATION OF THE BLOCK / THE FLAT / THE COMPLEX

**3(a) Construction of the Flat / The Complex :**

- (i) The Buyer has seen, reviewed and accepted the payment plan provided in **Annexure-I**, the tentative floor plan as provided in **Annexure-II A and Annexure- II B** and the tentative specifications as provided in **Annexure-III** of this Agreement.
- (ii) The construction of the said Complex and the said Flat including the materials, equipments and fixtures to be installed therein shall be substantially in accordance with the specifications as given in **Annexure-III**. However, in the event of paucity or non-availability of any material, the First Party and Second Party shall have the right to use alternative material / article / equipment / fixtures of equally good quality. Also if there is any direction from competent authority and / or the Architect, the First Party and Second Party shall have the right to amend the specifications accordingly and suitably and the Buyer agrees to this condition.

**3(b) Modification / Alteration of the Flat / the Block / the Complex :**

- (i) The First Party and Second Party shall have right to effect suitable alterations / modifications in the layout plan, if and when found necessary or as required by the concerned regulatory authorities or the Architect. Such alterations / modifications may include additions, deletions and changes in the building plans of the Block, Floor Plans, Flat Plans etc. including the number of Flats / Floors at any time even after the building plans for the Block are sanctioned and till the grant of an occupation certificate. To implement such changes and if considered necessary, the First Party and Second Party may also execute a supplementary document with the Buyer.
- (ii) The First Party and Second Party shall have the right, without approval of any Buyer to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Flat within the said Complex and the Buyer agrees not to raise objections or make any claims on this account.
- (iii) In case during the construction and / or after completion of the Complex, further construction on any portion of the said Land or building or terrace becomes possible subject to permissions by the competent authorities, the First Party and Second Party shall have the exclusive right to take up or complete such further construction notwithstanding the designation of any common areas as Limited Common Areas or otherwise. In such a situation, the proportionate share of the Buyer in the Common Area facilities Limited Common Areas and Facilities shall stand varied accordingly. Further all the residuary rights in the proposed complex shall continue to be vested with the First Party and Second Party till such time as the same or a part thereof are allotted or otherwise transferred to any particular person / organization. The Buyer agrees to and accepts this exclusive right of the First Party and Second Party to make additional construction in the said Complex / Block as an integral part of the Agreement.

### 4. POSSESSION OF THE FLAT

**4(a) Possession :**

- (i) The Developer shall make its best endeavours to deliver possession of the Flat to the Buyer preferably within 30 (Thirty) months from the date of this agreement, subject however to "Force Majeure" circumstances and after all dues in respect of the Flat including stamp duty and registration charges as applicable have been paid and the Buyer has complied with all provisions, formalities, documentation etc., as prescribed by the First Party and Second Party.

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- (ii) The Buyer agrees and understands that the Developer shall be entitled to a grace period of 6(Six) months, after the expiry of the time as mentioned in the clause 4(a)(i) for applying and obtaining the occupation certificate in respect of the complex.
- (iii) The Developer shall be entitled to reasonable extension in giving possession of the Flat to the Buyer in the event of any default or negligence attributable to the Buyer or non-compliance of any of the terms & conditions of the Agreement by the Buyer as specified herein.

**4(b) Notice of Possession of the Flat :**

Subject to fulfillment of all other terms of this Agreement, the First Party and Second Party shall give notice to the Buyer regarding the date on which the First Party and Second Party would be effecting Possession of the Flat to the Buyer. The Buyer shall himself or through his Agent or Attorney take delivery of the Flat within 30 (Thirty) days from the date of issuance of final notice of possession. In the event the Buyer fails to accept and take over possession of the Flat within the time as notified in the notice, the delivery of the Flat shall be deemed to have been taken by the Buyer on the date indicated in the notice and the said Flat shall lie at the risk, responsibility and cost of the Buyer in relation to all the outgoing cess, taxes, levies, etc. After taking possession or deemed possession of the Flat, the Buyer shall not be entitled to put forward any claim against the Developer in respect of any item of work in the said Flat which may be said not to have been carried out or completed by the Developer.

**4(c) Holding Charges :**

If the Buyer fails or neglects to take delivery of the Flat within 30 (Thirty) days from the date of notice issued by the First Party and Second Party, the Buyer shall be liable to pay holding charges @ Rs.5/- (Rupees Five only) per square feet of the super area of the Flat per month, for the period the Buyer does not take actual physical possession of the Flat. The holding charges shall be in addition to the amount payable by the Buyer as his share of the Government or Municipal taxes, maintenance or other administrative charges, on a proportionate basis, as determined by the First Party and Second Party or the Maintenance Agency, until the Buyer has taken the actual physical possession of the Flat.

**4(d) Compensation for delay in possession :**

In case within the stipulated period as mentioned in the Clause 4(a)(i) which may be further extended by a period of 6 (Six) months for applying and obtaining the Occupation Certificate or is as extended under the circumstances mentioned in Force Majeure clause, if the Developer is not able to hand over the possession of the said Flat to the Buyer, the Buyer shall be entitled to payment of compensation for delay at the rate of 6% (Six percent) per annum on the amount paid by the Buyer of 6(Six) months or till the handing over of the possession, whichever is earlier. The Buyer shall have no other claim against the Developer in respect of the said Flat and Parking Space under this Agreement during the said period of 6 (Six) months. This compensation amount would be adjusted at the time of notice of possession.

**5. MAINTENANCE**

**5(a) Maintenance Agreement :**

- (i) The necessary maintenance services in the said Block / Complex upon the completion shall be provided by the First Party and Second Party or through their nominee (hereinafter referred to as "Maintenance Agency") The Buyer hereby agrees to execute Maintenance Agreement as per the draft prepared by the First Party and Second Party or Maintenance Agency and further undertakes to abide by the terms and conditions of the Maintenance Agreement as well as to pay promptly all the demands, bills, and charges as may be raised by the Maintenance Agency from time to time. The First Party and Second Party reserves

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- (ii) the right to change, modify, amend, and impose additional conditions in the Maintenance Agreement if and when considered necessary.
- (iii) The Buyer agrees that the First Party and Second party or their nominated Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Complex for a period of 2 (Two) years from the date of issue of final notice of possession to the Buyer. The scope of maintenance and upkeep of various common services within the Building / Complex and outside including Watch and Ward arrangement would be described in detail in the maintenance agreement.

**5(b) Maintenance Charges and Security Deposit :**

- (i) The Buyer undertakes to pay the maintenance bills as raised by the First Party and Second party Maintenance Agency from the date of notice for possession on pro-rata basis irrespective of whether the Buyer is in actual possession of the Flat or not. In order to secure due performance of the Buyer in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Buyer agrees to deposit, at the time of possession or if demanded earlier, and to always keep deposited with the First Party and Second Party a interest Free Maintenance Security Deposit (IFMD) @ Rs. 20/- (Rupees Twenty only) per square feet of the super area of the Flat. In case of failure of the Buyer to pay the maintenance bill, other charges on or before the due date, the Buyer in addition to permits the First Party and Second Party / nominated maintenance agency to deny him the maintenance services, also authorizes the First Party and Second Party to adjust unpaid amount against maintenance bills out of the Security Deposit.
- (ii) The actual maintenance charges shall be worked out and accordingly informed at the time of handing over the possession of the Flat along with the signing of the maintenance agreement by and between the Buyer and the Maintenance Agency in the standard agreement format as provided by the First party and Second Party / Maintenance Agency.

**5(c) Internal Maintenance / Insurance of Flat :**

It is understood by the Buyer that the internal maintenance and insurance of under construction / completed individual Flat shall always remain the responsibility of the Buyer.

**6. RIGHTS AND OBLIGATIONS OF THE BUYER**

**6(a) Fire Safety :**

The Consideration of the Flat as per 'Annexure-I' of this Agreement includes the proportionate cost of the Fire Fighting equipments as required by the existing norms at the time of signing of this agreement. If, however, due to any subsequent Central or local Legislation(s)/Government Regulations/ orders or directives or guidelines it becomes obligatory on the First Party and Second Party to undertake additional Fire Fighting measures, it is consented by the Buyer that he shall be liable to pay proportionate additional charges in respect of such additional measures.

**6(b) Express Rights :**

It is agreed between the parties that save and except in respect of the Flat to be allotted to the Buyer, the Buyer shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect of Complex, open spaces and all or any of the common areas and the basement of the Complex.

**6(c) Common Area Possession :**

That the possession of the common areas shall remain with the First Party and Second Party who shall through the Maintenance Agency appointed by them, supervise the maintenance and upkeep of the same as per Maintenance Agreement to be executed with the Buyer at the time of handing over the possession of the Flat.

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**6(d) Electricity, water and sewerage Charges:**

It is also agreed between the parties that the Buyer herein shall apart from the Consideration of the Flat as per **Annexure-I** also pay to the First Party and Second Party :

- (i) Electricity, Water and Sewerage connection charges, if any.
- (ii) Electricity, Water and Sewer consumption charges, if any.
- (iii) Proportionate contribution towards additional facilities or amenities, if any, to be installed or provided in the complex apart from those mentioned in **Annexure-III**.

**6(e) Entry Regulations :**

It is in the interest of the Buyer to help the maintenance agency in effectively keeping the Flat and the Complex secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.

**6(f) Nuisance and annoyance :**

That the Buyer shall not use the Flat for such activities, as are likely to be of nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any directive of the Government or the local authority.

**6(g) Permitted Use :**

The Buyer shall always use the Flat for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or assets of other occupants or the equipment in the Complex or use the Flat for any activity which may be immoral or illegal.

**6(h) Internal Security :**

It is expressly understood that the internal security of the Flat shall always be the sole responsibility of the Buyer.

**6(i) Flat's Interior Maintenance & Insurance :**

The Buyer shall carry out the maintenance and interiors of the Flat at his own cost. The insurance of the under construction / completed Flat shall be the responsibility of the Buyer and the First Party and Second Party shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Buyer or any act of the Third Party.

**6(j) Signage :**

The Buyer shall not display any name, address, signboard, advertisement material etc. on the external facade of the Flat / Block as also the Complex.

**6(k) Compliance of Laws :**

The Buyer shall abide by the laws of land, including the local laws and directions of the statutory authorities and terms and conditions of Agreement. In case any penalty or fine is imposed by any government/statutory or other local authority for violation of any law by the Buyer, the same shall be paid and satisfied by the Buyer.

**6(l) Taxes and Levies :**

- (i) All taxes , levies, assessments, demands or charges levied or leviable in future on the land or the buildings or any part of the Complex shall be borne and paid by the Buyer in proportion to the super area of the Flat.
- (ii) The Buyer, if an income tax assessee, shall furnish a copy of his Permanent Account Number (P.A.N.) or Form 60 / 61, as the case may be.

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**6(m) Alterations in the Flat :**

- (i) The Buyer shall not make any such additions or alterations in the Flat as may cause blockage or interruption in the smooth flow of common areas and facilities within the Complex and / or to cause any structural damage or encroachment on the structure of the Building(s) in the Complex.
- (ii) The Buyer has agreed that he shall not sub-divide or demolish any structure of the Flat or any portion thereof or cause to make any new construction in the Flat without the prior approval and consent of the First Party and Second Party or the local authority, if required. The Buyer, however, undertakes that he shall not divide / sub-divide the Flat in any manner and also not to change the colour and facade of outer walls of his Flat.

**6(n) Transfer / Change of Nominee(s) :**

- (i) The Buyer may get the name of his nominee substituted in his place in the records of the First Party and Second Party, with prior approval of the First Party and Second Party, which may, in their discretion, permit the same on such conditions and payments of Rs. 50/- (Rupees Fifty only) per square feet of super area of the Flat. Such permission shall be in conformity with law and the guidelines issued by the Local Authority, if any, in this regard.
- (ii) The Buyer shall not assign, transfer, lease or part with possession of the Flat without taking "No Dues Certificate" from the First Party and / or Second Party and / or Maintenance Agency as the case may be.

**6(o) Bulk supply of Electricity :**

If the permission to receive and distribute bulk supply in the said Complex is received by the First party and Second Party or their nominated Maintenance Agency, the Buyer herein undertakes to abide by all the conditions of the sanction of bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive bulk supply and distribute the same is granted. Subject to the foregoing, the Buyer shall execute a Power Supply Agreement and / or any other document as may be required for this purpose, containing the requisite terms and conditions.

**6(p) Further papers, Applications, Declarations etc.**

The Buyer shall from time to time sign all applications, papers, documents, maintenance agreement and other relevant papers, as required, in pursuance to this transaction and to do all acts, deeds and things as the First Party and Second Party may required in the interest of the Complex, Flat Owners, Occupants and / or the First Party and Second Party.

**6(q) Agreement to sell :**

The Buyer shall sign and deliver 3 (Three) copies of the Agreement to the First Party and Second Party within 30 (Thirty) days of the dispatch. The First Party and Second Party shall return one duly executed copy of the Agreement within 30 (Thirty) days of receipt from the Buyer for his reference and records. The Buyer shall

be required to pay stamp duty and other registration costs as applicable under the law on this Agreement in case it is registered.

**6(r) Further Obligations :**

- (i) The Buyer herein shall not have any right over and in respect of the covered and uncovered open spaces and / or parking space(s) in the basement / ground floor at the said Building / Complex, save and except the parking space(s) as is specifically agreed / allotted to the Buyer by the First Party and Second Party. The covered and / or open parking spaces and open spaces on the ground floor of the Building / Complex shall always be deemed to be vested in the First Party and Second Party who will be entitled to dispose of the same in any manner at their discretion.

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- (ii) The Buyer shall not be entitled to any right in respect of other units and spaces at the said Building / Complex save the right to use the common parts as may be necessary for the ingress and egress of men and materials to and from the said Flat and / or for utility pipes, cables and lines to be installed in the said Flat.
- (iii) The First Party and Second Party reserve the right to give on lease or hire any part of the top roof / terraces above the top floor [except terraces forming a part of penthouse(s)/ Duplex(s)] of the said Complex for any purpose / activities deemed fit, provided such activities do not cause any nuisance, annoyance or disturbance to the other occupants of the complex.
- (iv) After the Buyer has been delivered possession of the said Flat by the First Party and Second Party, the Buyer herein shall hold, occupy, possess and enjoy the same, subject to the various terms and conditions and covenants contained herein.
- (v) The Buyer shall not be entitled to any compensation and / or damages from the Developer, if the construction of the said buildings and / or the said Flat is delayed inordinately due to any act of GOD or Force Majeure or any circumstances beyond the control of the Developer.

**6(s) Agreement applicable to Occupiers / Subsequent Purchasers :**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat / Block / Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and subsequent purchasers / assignees of the said Flat, as the said obligations go along with the said Flat for all intents and purposes.

**7. REPRESENTATIONS AND OBLIGATIONS OF THE DEVELOPER AND THE LANDOWNER :**

- 7(a)** The First Party and Second Party undertakes to allow the Buyer to hold, use and enjoy the said Flat and every part thereof without creating any unreasonable interruption either by themselves or by persons claiming under, for or on their behalf.
- 7(b)** In case the Buyer wants to avail of a loan facility from his employer or any financing bodies to facilitate the process subject to the following :
  - (i) The terms of the financing agency shall exclusively be binding and applicable upon the Buyer only.
  - (ii) The responsibility of getting the loan sanctioned and disbursement as per the payment schedule in **Annexure -I** will rest exclusively on the Buyer. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the First Party and Second Party, as per schedule, shall be ensured by the Buyer.
  - (iii) However, the First Party and Second Party have no objection to mortgage the said Flat along with undivided proportionate share of Land by the Buyer for the purpose of seeking the home loan from any of the bank / financial institution to make the payment of consideration of the said Flat.
- 7(c)** The First Party and Second Party have the right to raise the finance from any bank / financial institution / body corporate and for this purpose create equitable mortgage of the said 'Land' in favour of one or more of such institutions and for such an act the Buyer shall not have any objection and the consent of the Buyer shall be deemed to have been granted for creation of such charge during the construction / development of the complex. Notwithstanding the foregoing First party and Second party undertakes to get such a charge, if created on the said Flat vacated before execution of the deed of conveyance in favour of the Buyer.
- 7(d)** Failure on the part of the First Party and Second Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 7(e)** It is made abundantly clear that the Landowner shall not have any obligation / responsibility for the timely construction and handing over of the possession of the flat / Complex or the quality of material or workmanship which obligation shall be solely of the Developer. The Buyer shall not be entitled to make any claim in this regard against the Landowner.

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BUYER

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LANDOWNER

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DEVELOPER

8. INDEMNITY

8. The Buyer shall abide by the terms and conditions of the Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Buyer shall be liable for consequences in respect thereof. If any loss is occasioned due to the act or negligence of the Buyer, the Buyer shall indemnify the First Party and the Second Party for such an act which has occasioned the loss.

9. GENERAL

9(a) Force Majeure :

If the completion of the Flat is delayed for reasons of "Force Majeure" which inter-alia include delay on account of non-availability of steel, cement or any other building materials or water supply or electric power back-up or slow down, strike or due to dispute with the construction agency employed by the Developer, civil commotion or war or criminal action or earthquake or any act of God, delay in certain decision / clearances from the statutory bodies or any notice, order, rule or notification of the Govt. or any other public or competent authority or any change in the policy of the Govt. / Statutory bodies or for any other reason beyond the control of the First Party and Second Party and in any of the aforesaid events, the First party and Second party shall be entitled to a reasonable extension of time stipulated for delivery of possession of the Flat. The First Party and Second Party may defer or suspend the scheme for such period as the may consider expedient and the Buyer agrees that in such an event no compensation or damage of any nature whatsoever will be claimed by the Buyer for such delay or suspension.

9(b) Documentation for Transfer :

The Conveyance / Transfer Deed of the said Flat shall be executed and registered in favour of the Buyer after the Flat has been constructed and the entire Consideration together with all other dues and deposits, etc., have been received by the First Party and the Second Party. The Deed of Conveyance will be drafted by solicitors / advocates of the First party and Second Party and shall be in such form and contain such particulars as shall be approved by the First Party and Second Party. If the Buyer does not get the deed executed and registered within the date notified, the cost and consequences of the same, including taxes/penalties levied by any authority will be to the account of the Buyer. Before execution of Conveyance Deed, the Buyer would be required to pay to the First Party and Second Party cost of stamp duty, registration charges, documentation charges, Legal expenses and other related charges as may be levied by the Government from time to time for registration of the Conveyance Deed of his Flat.

10. FEMA

10. The Buyer, if Non Resident Indian, himself shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act. 1999 (FEMA), and / or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Buyer shall also furnish the required declaration to the First Party and Second Party on the prescribed format, if necessary. All refunds to Non- Resident Indians (NRI) and foreign citizens of Indian origin, shall, be made in Indian Rupees only.

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BUYER

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LANDOWNER

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DEVELOPER

## 11. BREACH

11. Should the Buyer fail to perform or observe all or any of the stipulations contained herein, the First Party and Second Party shall have the right to cancel the Allotment and an amount equal to 10% (Ten percent) of Consideration of the Flat along with the accrued interest on delayed payment and / or any other charge due from the Buyer, if any shall be retained by the First Party and Second Party.

## 12. APPLICABLE LAW AND JURISDICTION

- 12(a) This Agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 12(b) The execution of this Agreement will be complete only upon its execution by the First Party and Second Party through their authorised Signatories at Guwahati after the duly executed copies from the Buyer are received. Hence, this Agreement shall be deemed to have been executed at Guwahati even if the Buyer may have executed this Agreement at any place(s) other than Guwahati.
- 12(c) That all disputes / issues arising out of and / or concerning this Agreement will be subject to the exclusive jurisdiction of the Courts at Guwahati only.

## 13. ARBITRATION

- 13(a) All disputes or differences relating to or arising out of or in connection with this agreement shall be mutually discussed and settled between the Parties.
- 13(b) However, disputes or differences arising out of and or in connection with and or in relation to this transaction/agreement, which cannot be amicably settled, shall be finally decided and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Arbitration as aforesaid shall be a domestic arbitration under the Applicable Laws.
- 13(c) The venue of arbitration shall be Guwahati and the Award of the Arbitrator(s) shall be rendered in English.

## 14. REGISTRATION OF ADDRESS

THAT in the event of Joint Buyers, all communications, demand notices etc. shall be sent by the First Party and Second Party to the Buyer whose name appears first and at the address recorded in this Agreement which shall for all purposes be considered as service on all the Buyers and no separate communication shall be sent to the other named Buyer. It shall be the responsibility of the Buyer to inform the First party and Second Party by Registered A.D. post about all subsequent changes in his address, if any, failing which all demand notices and letters posted at the last registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and the Buyer shall be responsible for any default in payment and other consequences that might occur therefrom.

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LANDOWNER

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DEVELOPER

IN WITNESSES WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS IN GOOD HEALTH AND SOUND MIND ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN:

<b>DEVELOPER:</b>	<b>LANDOWNER:</b>	<b>SIGNED AND DELIVERED BY BUYER:</b>
For and on behalf of	For and on behalf of Landlord	
		(1) _____
		(2) _____

<b>(Authorised Signatory)</b>	<b>(Constituted Attorney)</b>
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Witnesses :

(1) _____	(2) _____
_____	_____
_____	_____

**ANNEXURE-I**

**SCHEDULE OF PAYMENTS**

**FLAT / PENTHOUSE / DUPLEX NO.**\_\_\_\_\_

On Application	:	Rs. ....
On Agreement Registration	:	Rs. ....
First Installment dated on 25.03.2008	:	Rs.....
Second Installment dated on 25.06.2008	:	Rs. ....
Third Installment dated on 25.09.2008	:	Rs. ....
Fourth Installment dated on 25.12.2008	:	Rs.....
Fifth Installment dated on 25.03.2009	:	Rs.....
Sixth Installment dated on 25.06.2009	:	Rs.....
Seventh Installment dated on 25.09.2009	:	Rs.....
Eighth Installment dated on 25.12.2009	:	Rs.....
Final Installment on Possession	:	Rs.....

TOTAL CONSIDERATION:	Rs. ....
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(Rupees\_\_\_\_\_ only)

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BUYER

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LANDOWNER

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DEVELOPER



ANNEXURE-II

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BUYER

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LANDOWNER

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DEVELOPER

**Annexure III**

**SPECIFICATIONS**

**Floor Lobbies :**

Walls :	Plaster and Acrylic emulsion (All scape).
Floors :	Marbles.
Ceiling:	Distemper.
Doors:	Glass doors with aluminium frames.
Lighting:	Adequate lightings.
Others:	Mail boxes, security desk and address board.

**Flats :**

Walls:	Plaster and Acrylic Emulsion (all scape). Toilets will have ceramic tiles in pleasing shades. Exterior emulsion paint to withstand all weather conditions on exterior wall.
Floors:	All rooms will have Vitrified tiles. Toilet floors will have anti skid ceramic tiles.
Ceiling :	Acrylic Emulsion.
Doors:	Main doors will be polished flush door, while all internal doors will be painted flush doors.
Windows:	Sliding glass windows with aluminium frame.
Balconies:	Cantilever balconies with waterproofing treatment finished in vitrified tiles.
Kitchen and toilets:	(Fittings and fixtures). Superior quality CP fittings. Chinaware (Hindware / Parryware/ Neycer or equivalent). Counter to be finished in Granite / Marble with dado in ceramic above the counter.
Hardware:	Ornamented with premium quality hardware fittings including modular switches.
Other facilities:	Provision for split A.C. , telephone, DTH cabling, intercom facility, internet cabling, points for lights, fans and TV with adequate extra plug points.

**Amenities :**

Power Backup & Water Supply:	Adequate power backup and water supply. Generator capacity of 2 KVA per Simplex and 4 KVA per Penthouse / Duplex.
Elevators:	High speed elevators.
Driveways:	To be done in RCC pavilions.
Landscapes:	Rich landscape including Children pool, Health Club and Community Centre.
Others:	Hi-tech security Systems with Close Circuit T.V. , Intercom connections from entrance gate to each Flat & Fire Fighting System.

Note: All buildings, layouts, specifications written above etc are tentative and subject to variation and modification by the Developer and the Landowner or the competent authorities sanctioning such plans.

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BUYER

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LANDOWNER

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DEVELOPER